THE CITY OF ST. LOUIS
DEPARTMENT OF HEALTH

NOTICE OF FUNDING AVAILABILITY
AND
APPLICATION REQUIREMENTS

THE REPRODUCTIVE EQUITY FUND
Project I – Logistical Support
Project II – Direct Services to Support Reproductive Healthcare Access

ISSUANCE DATE: August 26, 2022
ROLLING DUE DATE: Preferred before September 30, 2022
(4:00 PM CDT)

City St. Louis Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
schmide@stlouis-mo.gov

Note: If this NOFA was downloaded from the City of St. Louis Website each applicant must provide contact information to the NOFA contact person in order to be notified of any changes in this NOFA document.
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I. Purpose and Intent

The City of St. Louis Department of Health is accepting applications for funding under the Reproductive Equity Fund, established by City of St. Louis Ordinance 71554, utilizing American Rescue Plan Act of 2021, Pub. L. No. 117-2, § 9901 (March 4, 2021) (ARPA) funding.

This Notice of Funding Availability (“NOFA”) is for two separate projects: Funds issued for Project I shall be used to provide access to abortion through logistical support, including but not limited to childcare, transportation, and other logistical support needs. Funds issued for Project II shall be used to support infrastructure and operations for organizations already providing direct services to support reproductive healthcare access in the region, including doulas and lactation support. If an organization intends to apply for funding for both projects, it may submit one application, but must note its intent to apply for both projects in its application, and address the scope of services separately.

Hereinafter, organizations interested in applying in response to this NOFA shall be referred to as “Respondents.”

The City of St. Louis is not obligated to award funds to any provider, nor is the City of St. Louis liable for any costs incurred by the organizations in the preparation of applications. Nothing in this NOFA, nor in any application in response to this NOFA, is intended to be, nor should anything be construed as, an offer of engagement. Selection of a Respondent shall not be construed as an offer of engagement unless and until a contract is fully negotiated and fully executed by all parties. The City retains the right to award parts of the available funds to several Respondents, not to issue any funds, and/or to re-solicit applications.

The City reserves the right to reject any and all applications submitted and to waive any and/or all non-material irregularities pertaining to the submission of the application. Additionally, any and all projects elements, requirements and schedules are subject to change and modification. The City also reserves the right to modify, suspend, or terminate at its sole discretion any and all aspect(s) of the NOFA process to obtain further information from any and all Respondents, and to waive any defects as to form or content of the NOFA or any responses by any Respondents. All submitted materials will become the property of the City, may become public documents at any time during the awarding process, and will become public documents at the conclusion of the awarding process. Any and all documents submitted by Respondents may become public if and when they are submitted to any advisory or legislative public body, or pursuant to the Missouri Sunshine

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**ESTIMATED SCHEDULE (SUBJECT TO CHANGE):**

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<th>Date</th>
<th>Activity/Time</th>
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<tr>
<td>August 26, 2022</td>
<td>Issuance of Notice of Funding Availability</td>
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<tr>
<td>September 15, 2022</td>
<td>Final Submission of Questions to Contact Person</td>
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<td>September 30, 2022</td>
<td>Submissions highly encouraged prior to</td>
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<td>September 30, 2022 but will be accepted on a rolling basis until all funding allocated.</td>
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<tr>
<td>October 31, 2022</td>
<td>Tentative Contract Start Date</td>
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<td>October 30, 2023</td>
<td>Tentative Completion of the First Project Period</td>
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Law. By applying to this NOFA, each Respondent acknowledges having read this NOFA in its entirety and agrees to all terms and conditions set out herein.

II. Contact Person & Questions
Please direct all communications regarding this NOFA with a clearly marked subject heading of “NOFA – REPRODUCTIVE EQUITY FUND” to:

Craig Schmid
City of St. Louis Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
schmidc@stlouis-mo.gov

No contact with other City employees or personnel is permitted.

Questions must be submitted no later than September 15, 2022 unless the Department of Health provides an addendum to this NOFA as part of rolling acceptance of applications to expend all funding. The Department of Health will maintain a list of all firms or individuals requesting copies of this NOFA and will ensure that copies of all questions and responses shall be made available in writing to each firm on such list, when requested. Answers will also be publicly posted at https://www.stlouis-mo.gov/government/procurement/index.cfm#rfp.

Questions should be asked in consecutive order, from beginning to end, following the organization of this NOFA. Each question should begin by referencing the NOFA page number and section number to which it relates. All contacts and questions must be submitted in writing to the designated contact person by sending an e-mail to him with a clearly marked subject heading of “NOFA — REPRODUCTIVE EQUITY FUND” and clearly indicating in the email whether it is for Project I Logistical Support or Project II Direct Services. in this manner: “NOFA — REPRODUCTIVE EQUITY FUND PROJECT I” or “NOFA — REPRODUCTIVE EQUITY FUND PROJECT II”.

Respondents should not otherwise contact the Department of Health directly, in person, by telephone, facsimile, or by e-mail, concerning this NOFA.

Contact with the Department of Health after the submission of an application is limited to status inquiries only and such inquiries are only to be directed to the above-named individual by email with a clearly marked subject heading of “NOFA — REPRODUCTIVE EQUITY FUND”. Any further unsolicited contact or information about the NOFA to the Department of Health or any of its personnel will be considered an impermissible supplementation of the Respondent’s application.
III. Submission
Submissions Highly Encouraged prior to September 30, 2022 but will be accepted on a rolling basis until all funding allocated. Applications should be submitted to:

ATTN: Craig Schmid
Department of Health
1520 Market Street, Room 4051
St. Louis, MO 63103
schmidc@stlouis-mo.gov

An email with an attached copy of the application in Microsoft Word and PDF formats must be submitted to the contact person. The email shall contain a subject heading of “NOFA – REPRODUCTIVE EQUITY FUND PROJECT” and clearly indicating in the email whether it is for Project I Logistical Support or Project II Direct Services. in this manner: “NOFA — REPRODUCTIVE EQUITY FUND PROJECT I” or “NOFA — REPRODUCTIVE EQUITY FUND PROJECT II”.

Incomplete applications will not be reviewed. Applications must adhere to the following format:
- Must be in English language.
- Page and word number limits as set forth herein.
- Double spaced with one-inch margins.
- Use 12-point Times New Roman or Calibri font.
- Number each page at the bottom, except for the cover page.
- Use 8.5 inch by 11-inch page size that can be photocopied.

IV. Required Qualifications & Certifications
The City of St. Louis is looking to provide subawards to Community Partners with experience providing logistical support and direct services to support reproductive healthcare access in the region, including doulas and lactation support.

Further, Respondents must demonstrate the following:
- Proof of Commercial Driver’s License (CDL), if providing applicable types of transportation.
- Proof of registration with the Missouri Secretary of State as a non-profit organization if applicable.
- That it is not on a Suspension or Debarment List.
- That it is registered in https://sam.gov/content/home and https://www.grants.gov.
- Staff with the appropriate certifications and licensure to perform the proposed services.
- That it has the capacity and expertise to assess and address the impact of COVID-19 and sequelae on reproductive health services.
- The ability to increase service capacity as needed to accommodate and manage needs throughout the period of performance.
- That it has in place administrative policies and practices allowing it to effectively identify and control staff duties based upon differing funding source.
• The ability to adequately assess and coordinate services so that health equity needs are met and redundancy is avoided.
• The ability to provide detailed grant reporting and documentation of results.
• The ability to ensure compliance with all documentation, laws and regulations relating to American Rescue Plan Act of 2021, Pub. L. No. 117-2, § 9901 (March 4, 2021) (ARPA) funding.
• The capacity to ensure collected individually identifiable health information and protected health information is secured in accordance with the protections of the Privacy Rule and Security Rule of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and that it has a data security/IT Security Plan.
• Experience applying the National Standards for Culturally and Linguistically Appropriate Services in Health and Health Care (National CLAS Standards) to support quality improvement and ensure the services are implemented in a culturally appropriate manner. ([https://thinkculturalhealth.hhs.gov/clas/standards](https://thinkculturalhealth.hhs.gov/clas/standards)) as well as in a trauma sensitive way in accordance with the Missouri Model: A Developmental Framework for Trauma-Informed Approaches.
• Possession of all permits, licenses and professional credentials necessary to perform the services specified in this NOFA.
• The organizational capacity to handle risk and liabilities, including a strong governance structure, insurance and financial stability.
• Experience with managing federal grants, managing diverse types of funding, and good records management and financial accounting systems.
• Payment of all City taxes, and all required business licenses or business license waivers.

V. **Award Ceiling**

Up to One Million Dollars ($1,000,000.00) will be available for Project I. Up to Five Hundred Thousand Dollars ($500,000.00) will be available for Project II. Funding may also be available in smaller increments. Following execution of the subaward(s), monthly payments will be made to Selected Respondents upon receipt and approval of proper documentation, reporting, and invoicing. Advanced payments may be made at the discretion of the City of St. Louis.
VI. Scope of Services
Under no circumstance shall funds awarded pursuant to this NOFA be used to fund, perform, or assist abortion procedures, nor shall funds be used to encourage or counsel an individual to have an abortion.

Project I – Logistical Support
The Department of Health is actively soliciting applications from organizations who have capacity to do the following:
1. Assess the impact of COVID-19 on reproductive health services.
2. Provide logistical support to patients seeking an abortion including but not limited to childcare, transportation, meal support, personal care supplies, clothing, scheduling services, and other logistical support needs.
3. Coordinate logistical services for patients to avoid redundancy and address needs.
4. Ensure patients seeking access to this funding are residents of the State of Missouri.
5. Ensure compliance with all funding requirements, including local, state, and federal laws and regulations.
6. Produce detailed grant reporting documentation excluding all personally protected information.
7. Ensure the eligibility of individuals seeking logistical support, pursuant to the following criteria:
   a) Must be a resident of the state of Missouri.
   b) Must be pregnant or recently pregnant.

Project II – Direct Services to Support Reproductive Healthcare Access
As part of this NOFA, the Department of Health is actively soliciting applications from organizations who have capacity to do the following:
1. Provide access to doula care throughout pregnancy and all pregnancy outcomes.
2. Offer lactation services to individuals who are breastfeeding or planning to breastfeed.
3. Assess the impact of COVID-19 on reproductive health services.
4. Provide access to mental health care throughout pregnancy and all pregnancy outcomes.
5. Provide coordination of services for patients to avoid redundancy and address needs.
6. Vet patients to ensure patients seeking access to this funding are residents of the State of Missouri.
7. Ensure compliance with all funding requirements, including local, state, and federal laws and regulations.
8. Produce detailed grant reporting documentation excluding all personally protected information.
9. Ensure the eligibility of individuals seeking Reproductive Healthcare Access, pursuant to the following criteria: a) Must be a resident of Missouri.
VII. Required Application Contents

A. **Cover Sheet:** Complete and attach the Cover Sheet, attached as Appendix 1.

B. **Transmittal Letter/Abstract:** Respondents shall provide a transmittal letter/abstract providing the name and a brief description of the organization. The letter must briefly summarize the Respondent’s ability and willingness to perform the services sought under this NOFA. (1-page limit)

C. **Organization Information, Background, and Capability:** Provide a thorough description of the organization, its contact information, and its qualifications for the requested services. Describe the organization’s strengths, capabilities and experience in performing these services. See Section IV. (1-page limit)

D. **Key Personnel:** Provide the name, title, telephone number and e-mail address of the persons who will function as the primary contact and back-up contact person. Provide brief resumes/qualifications of personnel who will be primarily involved in this project. (2-page limit)

E. **Addressing Services:** Provide a description of how the organization intends to perform the specific services requested above, including a thorough description of the proposed approach to the project(s), including workflow and methodology to be utilized. If an organization intends to apply for funding for both projects, it may submit one application, but must address the scope of work for each Project I and Project II separately. The page limit applies independently to each project applied for. The applicant must also assess the impact of COVID-19 on reproductive health services and identify how their application will mitigate those impacts. Please also provide a suggested timeline for project upstart and completion. (7-page limit)

F. **Budget:** Include details regarding the proposed costs for the services listed in the Scope of Services. Respondents must submit a detailed project budget.

G. **Proof of Non-Profit Status:** Please provide proof of registration with the Missouri Secretary of State as a non-profit organization if applicable.

H. **Proof of Commercial Driver’s License (CDL):** This is only necessary if providing transportation with specific types of vehicles. Please include if applicable.

I. **Provide Unique Entity Identification Number:** Please also affirm that your entity is not on a Suspension or Debarment List, and that it is registered in https://sam.gov/content/home and https://www.grants.gov.

J. **Verification of License/Taxes:** In this section, Respondents must affirmatively verify that the firm has a current business license and is current with tax remittance. Respondents must provide a copy of its current City of St. Louis business license (or waiver letter from License Collector).

K. **Minority & Women Business Enterprises:** In this section, Respondents shall describe their organization’s M/WBE participation and attainment of the City’s M/WBE goal. See Section IX.

L. **Living Wage Acknowledgment and Acceptance Declaration:** Respondents shall submit with their application the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 3. See Section X.

M. **Risk Assessment Questionnaire:** Respondents shall complete the Risk Assessment Questionnaire, attached as Appendix 7, and include all required documents.
VIII. Application Evaluation
Applications will be evaluated, scored, and selected based upon organization information, background, and capability; organization key personnel; addressing services; budget; risk assessment; ability of the organization to meet statutory, regulatory, or ordinance requirements; specialized experience, qualifications and technical competence of the organization, its principals, project manager and key staff; ability of the organization to provide innovative solutions; approach to the project(s) and any unusual problems anticipated; the capacity and capability of the organization to perform the work within the time and funding limitations; past record and performance of the organization with respect to schedule compliance, cost control, and quality of work; proximity of the organization to the City; availability of financial and operating resources as required to complete the work; M/WBE and/or DBE participation; and other criteria as may be developed by the Department of Health in the evaluation of applications.

The Department of Health reserves the right to interview, or call for a presentation from, any Respondent applying for funding. The Department of Health also reserves the right to discuss applications with any or all Respondents. The Department of Health may request the additional submission of information during the negotiations of the subaward.

The Department of Health will consider funding awards only to those applicants determined to be qualified following review of the eligibility and completeness of each application received. The Department of Health reserves the right to award less than the intended amount for this funding round if a sufficient number of qualified applicants cannot be identified.

IX. Minority and Women Business Enterprise Participation (MBE/WBE)
The City of St. Louis is committed to promoting fair and open competition for Minority Business Enterprises and Women Business Enterprises seeking to do business with the City of St. Louis. Participation as an M/WBE, certified under the City’s M/WBE program, may be evaluated in the selection process. If your application utilizes any such certified M/WBEs, describe such participation.

X. Living Wage
Any subaward entered into pursuant to this NOFA may be subject to the St. Louis Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020)) and its associated Regulations. Certain not-for-profit organization may be exempt. If applicable, Respondents shall agree to comply with the following measures:
1. Minimum Compensation: Respondents hereby agree to pay an initial hourly wage to each employee performing services related to this NOFA in an amount no less than the amount stated on the Living Wage Bulletin attached hereto as Appendix 2. The initial rate shall be adjusted each year no later than April 1, and Respondent hereby agrees to adjust the initial hourly rate to the adjusted rate specified in the Bulletin at the time the Bulletin is issued and posted at [http://www.flystl.com/business/business-diversity-development-1/living-wage](http://www.flystl.com/business/business-diversity-development-1/living-wage).
2. Notification: Respondents shall provide the Living Wage Bulletin to all employees, together with a Notice of Coverage, in English, Spanish, and other languages spoken by a significant number of the Respondent’s employees, and within thirty (30) days of the subaward’s execution for existing employees, and within thirty (30) days of employment for new employees.

3. Posting: Respondents shall post the Living Wage Bulletin, together with a “Notice of Coverage” in English, Spanish, and other languages spoken by a significant number of the Respondent’s employees, in a prominent place in a communal area of each worksite covered by the Services contemplated hereunder.

4. Subcontractors-Service Contracts: Respondents agree to require subcontractors to comply with the requirements of the Living Wage Regulations, and agree to be responsible for the compliance of such subcontractors. Respondents shall include these Living Wage Compliance Provisions in any contract with such subcontractors.

5. Term of Compliance – Service Contracts: Respondents agree to comply with these Living Wage Compliance Provisions for as long as work related to this NOFA is being performed by Respondents’ employees, and to submit the reports in the form of the document located at https://www.flystl.com/uploads/documents/living-wage/Annual-Report-Form-For-Current-Contractors.pdf for each calendar year or portion thereof during which such work is performed.

6. Reporting: Respondents shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.

7. Penalties: Respondents acknowledge and agree that failure to comply with any provision of the Ordinance and/or providing false information may result in the imposition of penalties specified in the Ordinance, which penalties may include, without limitation, per order of the City Compliance Official, the following:
   i. Suspension and/or termination of the relevant contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;
   ii. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
   iii. Barring the Respondent from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
   iv. Liquidated damages payable to the City of St. Louis in the amount of $500 for each week, or part thereof, that an employee has not been provided wages and benefits in accordance with the Living Wage Ordinance. Each weekly violation shall constitute a separate violation of the Ordinance and must be demonstrated separately.

Accordingly, Respondents shall submit with their application the Living Wage Acknowledgment and Acceptance Declaration, attached as Appendix 3.
XI. Miscellaneous Terms and Conditions Applicable to NOFA

A. Indemnification
Each Respondent, in seeking, receiving, or possessing this NOFA and/or in applying, does release, indemnify, and hold the City and its various employees, representative and agents harmless from and against all claims and demands of any and all loss, cost, damage, or liability of whatever nature, which may be asserted against or imposed against the City as a result of issuing this NOFA, making any revisions thereto, conducting this selection process and subsequent negotiations, and making a final recommendation and/or entering into a contract.

B. Amendments
Respondents may submit amended applications before their application is reviewed. Such amended qualifications must be complete replacements for a previous submission and must be clearly identified as such in the transmittal email, containing a subject heading of “NOFA – REPRODUCTIVE EQUITY FUND PROJECT. The Department of Health will not merge, collate, or assemble respondents’ materials.

C. Right to Withdraw Application
Respondents are permitted to withdraw their applications. Respondents must submit a written withdrawal request signed by the Respondent’s duly authorized representative(s) addressed to the Department of Health, attached to an email, containing a subject heading of “NOFA – REPRODUCTIVE EQUITY FUND PROJECT.

D. Revisions to this NOFA
In the event that it becomes necessary to clarify or revise this NOFA, such clarification or revision will be by addendum.

All addenda will be issued on the City website. To access addenda, Respondents must locate the corresponding NOFA located at the following address: https://www.stlouismo.gov/government/procurement/index.cfm.

There are no designated dates for release of addenda. Therefore, interested Respondents should check the City website on a daily basis from the time of the issuance of this NOFA. It is the sole responsibility of Respondents to be knowledgeable of all addenda related to this NOFA.

E. Contents of Applications
All materials submitted in accordance with this NOFA will become and remain the property of the City and will not be returned.

All applications shall be considered public records, but may be deemed and treated as “closed” or “exempt” by the City, pursuant to the laws of the State of Missouri. All application materials may be treated as open records. The City cannot guarantee confidentiality of any materials during the evaluation process or at any other time. Thus, applications and communications exchanged in response to this NOFA should be assumed to be subject to public disclosure.
F. Respondents Responsibility

Respondents assume sole responsibility for the complete effort required in this NOFA. No special consideration shall be given after applications are opened because of a Respondent’s failure to be knowledgeable of all the requirements of this NOFA. By applying to this NOFA, Respondents represent that they are satisfied, based upon their own investigation, with all the requirements of this NOFA.

XII. Insurance Requirements

Any Respondent awarded funds pursuant to this NOFA shall procure and maintain General Liability Coverage, Automobile/Motor Liability Coverage (including non-owned and hired vehicle coverage), and Worker’s Compensation Insurance. Policy limits shall be dependent upon the scope of services, but no coverage amount listed shall be construed to limit the liability of any Respondent. Each Successful Respondent shall provide a Certificate of Insurance to the City of St. Louis prior to the execution of the contract, with “The City of St. Louis” listed as an Additional Insured to the policy. Certificates attesting to the coverage and naming the City of St. Louis as additional insured shall be attached to an email, containing a subject heading of “NOFA – REPRODUCTIVE EQUITY FUND PROJECT and emailed to: schmidc@stlouis-mo.gov. Each Respondent’s Insurance provider shall be authorized to transact business in the State of Missouri and registered with the Missouri Department of Insurance – Financial Institutions & Professional Registration. Such Insurance company must have a financial strength of “A-” or better and a financial class size IV or greater as indicated in A.M. Best’s Key Rating Guide. (http://www.ambest.com/home/default.aspx).

Such liability insurance coverage must also extend to damage, destruction and injury to City owned or leased property and City personnel, and caused by or resulting from work, acts, operations, or omissions of Respondent, its officers, agents, employees, consultants, subcontractors, licensees, invitees, or representatives, and provide contractual liability insurance sufficient to cover Respondent’s indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage, and the inclusion of the City as an Additional Insured is not intended to, and will not make the City a partner or joint-venture with Respondent in its operations. Each such insurance policy must, by endorsement, provide primary coverage to the City when any policy issued to the City provides duplicate or similar coverage and, in such circumstances, the City's policy will be excess over Respondent’s policy.

XIII. Service Contract Prevailing Wage

For all positions listed on the Secretary of Labor’s wage and fringe benefits determination, (see https://sam.gov/wage-determination/2015-5075/22), and as applicable, Respondents will be required to provide the minimum prevailing wage and the minimum prevailing fringe benefits required and abide by the terms of Ordinance No. 62124, codified at Chapter 6.20 of the Revised Code of the City of St. Louis (2020) in any applicable subaward entered into pursuant to this NOFA. If any services for which the successful respondent is obligated under an agreement pursuant to this NOFA is subcontracted, Successful Respondents shall provide in any service subcontract (1) provisions specifying the minimum prevailing wage and the minimum prevailing fringe benefits to be paid to the subcontractor’s service employees and (2) a representation by the
subcontractor to abide by the terms of this chapter and to pay and provide to all service employees said minimum prevailing wage and minimum prevailing fringe benefits as noted in the service subcontract.

XIV. Earnings Tax Requirements
Successful Respondents shall be required to submit valid certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of any agreement for services executed on behalf of the City stating that the Respondent has paid all City earnings taxes due as of the date of the certification and has filed all returns of earnings tax and payroll expense tax required to be filed as of the date of the certification and from the License Collector that the Respondent has a current business license, if applicable. Any agreement for services executed without such certifications shall be void and of no force or effect. Further, every agreement for services executed on behalf of the City shall reflect a deduction of the earnings tax at the rate of one per cent on the amount of each payment, subject to subsequent adjustment or refund when the subject earnings tax return is filed.

XV. Additional Terms to be Required in Subawards
Any agreement entered into pursuant to this NOFA shall require the inclusion of the following, or substantially similar, terms. By applying to this NOFA, Respondents agree to adhere to such terms:

A. Recordkeeping & Audits
Subrecipient shall provide the City monthly written programmatic updates in the manner prescribed by the Director of Health, Health Commissioner, or their designee(s). Subrecipient shall maintain adequate records to establish that the funds provided herein are expended on eligible costs. All records and documentation shall be made available to City, U.S. Department of the Treasury (“Agency”), and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Subrecipient’s full compliance with contract documents. In those situations where Subrecipient’s records have been generated from computerized data or records, in addition to hard copy (reports), Subrecipient shall provide such information on disk or in a suitable alternative electronic format. Financial records, supporting documentation, statistical records, and all other records pertinent to this contract’s activities shall be retained by Subrecipient for a period of at least five (5) years from the date of final payment under this contract and for any longer period, if any, required by local, state or federal agencies. Subrecipient shall maintain such records and accounts, including property, personnel and financial records, as are deemed necessary to assure a proper accounting of all contract funds. Upon request by the City or “Agency”, Subrecipient shall allow such entity to monitor the services provided by Subrecipient through site visits during normal business hours. Subrecipient shall make all records available for inspection by representatives of the City and “Agency”, during normal business hours. In addition, Subrecipient agrees to the following:

A. If any litigation, claim, or audit is started before the expiration of the five (5) year period, the relevant records must be retained until all litigation, claims, or audit findings involving the records have been resolved and final action taken;
B. If Subrecipient is notified in writing by City or “Agency”, cognizant agency for audit, oversight agency for audit, cognizant agency for indirect costs, or the City to extend the retention period, Subrecipient shall extend the retention period as requested;
C. Any records for equipment acquired with federal funds must be retained for five (5) years after final disposition of the equipment.

The City reserves the right to audit Subrecipient’s accounts relating to this Agreement at any time. Any questioned costs that may arise as a result of any audit can only be resolved in one of the following ways:
A. Introduction of the appropriate documentation;
B. Resolution of the questioned cost by Subrecipient in a manner that is satisfactory to City;
C. Repayment of questioned costs to the City.

“Agency” and the Comptroller General of the United States, or any of their duly authorized representatives, shall have access to any books, documents, papers and records of Subrecipient which are directly pertinent to “Agency” programs for the purpose of making audits, examinations, excerpts, and transcriptions.

B. Non-Discrimination Policy
Subrecipient agrees that in performing any services resulting from the agreement neither he/she nor anyone under his/her control will permit discrimination against any business, employee or applicant for employment because of race, color, age, religion, sex, familial status, disability sexual orientation, national origin or ancestry.

C. Public Records Law
The Parties to this agreement acknowledge that the City is a “public governmental body” under and subject to the State of Missouri’s Sunshine Law (the “Act”), Revised Statute of Missouri § 610.010 et seq. The City will not give prior notice of receipt of a request under the Act for any record that has been provided to it by Subrecipient, nor of any record disclosed pursuant to the Act. Notwithstanding anything to the contrary contained in this Agreement, nothing in this Agreement is intended to supersede, modify, or diminish in any respect whatsoever any of the City’s rights, obligations, and exceptions under the Act, nor will the City be held liable for any disclosure of records, including information that the City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Unauthorized Aliens Affidavit
Subrecipient shall, pursuant to the provisions of Section 285.525 through 285.555 of the Revised Statutes of Missouri, as amended, by sworn affidavit (attached herein as Appendix 4 for Respondents’ reference) and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the agreement, and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the agreement pursuant to the above-stated Statutes.
E. Anti-Discrimination Against Israel Act
Subrecipient shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached herein as Appendix 5 for Respondents’ reference) affirm that it is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the State of Israel; or persons or entities doing business in the State of Israel.

F. Indemnification
Subrecipient shall protect, defend, indemnify, reimburse, and hold harmless the City of St. Louis, its Board of Aldermen, and its officers, employees, and agents from and against all liabilities, losses, suits, claims, judgments, and fines or demands for damages to persons or property, including all reasonable costs for investigation and defense thereof (including, but not limited to, attorneys’ fees, court costs, and expert fees), of any nature whatsoever arising out of, resulting from, or relating to the work performed under the agreement, including, but not limited to, the acts or omissions of Subrecipient’s officers, agents, employees, consultants, subcontractors, licensees, invitees, or independent consultants and the use or occupancy of City of St. Louis premises or vehicles (“Claims”). This indemnity shall be interpreted in the broadest possible manner to indemnify the City of St. Louis for any acts or omissions of Subrecipient, or its subcontractors, either passive or active, irrespective of fault, including the City of St. Louis’s concurrent negligence, whether active or passive. Subrecipient’s duty to defend and indemnify shall arise even if the City of St. Louis, or its officers, employees, and agents, are the only party sued by claimant and/or claimant alleges that the negligence or willful conduct of the City of St. Louis, or its officers, employees, and agents, were the sole cause of claimant’s damages. Subrecipient shall also use counsel reasonably acceptable to the City Counselor of the City of St. Louis, or their designee, in carrying out its obligations hereunder.

No alderman, director, commissioner, board member, officer, employee, or other agent of the City of St. Louis shall be personally liable under or in connection with the agreement.

The Provisions of this section survive the expiration or early termination of the agreement.

G. Subject to Appropriation of Funds
Notwithstanding any other provision to the contrary herein contained, the City of St. Louis reserves the right to not appropriate funds to make any payments required hereunder in any fiscal period or to re-appropriate existing funding. In the event funds are not appropriated by the City of St. Louis for the purpose of making payment as required herein or funds are re-appropriated for another purpose, this Agreement shall terminate as of the last day of the fiscal period for which appropriations were made, without penalty or expense to the City whatsoever, except as to the extent portions of the funds previously appropriated are otherwise available. The City will immediately notify Subrecipient of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.
H. Prohibition on Limitation of Liability Clauses

Any clause in this Agreement interpreted to limit Subrecipient’s liability shall not be enforced to the extent that it acts as a limitation of Subrecipient’s liability. Limitations of liability include, but shall not be limited to:

A. Limitations, exclusions, or disclaimers of the City’s right to bring a breach of warranty or breach of contract claim under this Agreement;
B. Limitations, exclusions, or disclaimers of exemplary, special, or consequential damages resulting from, relating to, or arising out of a breach of warranty or breach of contract claim under this Agreement;
C. Monetary caps on the amount a vendor or contractor will pay to the City under any circumstances;
D. Limits on, or disclaimers of, certain damages;
E. Limitations, exclusions, or disclaimers on the City’s right to bring suit for losses, damages, injuries, costs, or expenses.

I. Termination

The Agreement may be terminated by the City for convenience and without cause upon thirty (30) calendar days written notice delivered to Subrecipient, in which event Subrecipient shall be paid for all work performed up until the date of termination.

The Agreement may be terminated by either party for cause upon ten (10) calendar days written notice delivered to the other should the other party fail substantially to perform in accordance with the Agreement’s material terms. The non-performing party may use this ten (10) day notice period as an opportunity to cure any failure to substantially perform. If Subrecipient fails to cure within said notice period, it shall indemnify the City against any loss caused by said abandonment.

XVI. Governing Law and Venue

This NOFA, and any agreement with Respondents that may result, shall be governed by the laws of the State of Missouri and the City of St. Louis, and venue for any dispute regarding this NOFA or any subsequent agreement shall be in the Circuit Court of the Twenty-Second Circuit, Missouri.

XVII. Additional Legal Requirements Including Federal Reporting

The anticipated subaward will be funded wholly or in part with federal funds, including American Rescue Plan Act (ARPA) funds. To comply with local, state and federal laws, including the rules and regulations that govern awards of federal funding, the City shall require that any contract or subrecipient agreement involving federal funds between the City and a successful applicant arising out of this NOFA include the Terms and Supplementary Conditions in substantially the form set forth on Appendix 6 as binding terms of the contract or agreement. The final wording of the Terms and Supplementary Conditions may be modified during contract negotiations.
## Appendix 1

### APPLICANT INFORMATION

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<td>1) LEGAL NAME:</td>
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<td>2) MAILING Address Information (include mailing address, street, city, county, state and zip code):</td>
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<td>Check if address change</td>
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<td>3) PAYEE Mailing Address (if different from above):</td>
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<td>4) Federal Tax ID No.:</td>
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<td>5) TYPE OF ENTITY (check all that apply):</td>
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<td>City</td>
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<td>Other Political Subdivision</td>
<td>State Agency</td>
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<td>College or University</td>
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<td>Nonprofit Organization*</td>
<td>For Profit Organization*</td>
<td>Community-Based Organization</td>
<td>Minority Organization</td>
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<td>Individual</td>
<td>FQHC</td>
<td>State Controlled Institution of Higher Learning</td>
<td>Hospital</td>
<td>Private</td>
<td>Other (specify):</td>
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<td>*If incorporated, provide 10-digit charter number assigned by Secretary of State:</td>
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<td>6) PROPOSED BUDGET PERIOD: Start Date:</td>
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<td>End Date:</td>
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<td>7) COUNTIES SERVED BY PROJECT:</td>
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<td>8) AMOUNT OF FUNDING REQUESTED:</td>
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<td>9) PROJECTED EXPENDITURES</td>
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<td>Does applicant’s projected state or federal expenditures exceed $500,000 for applicant’s current fiscal year (excluding amount requested in line 8 above)? **</td>
<td>Yes</td>
<td>No</td>
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<td>**Projected expenditures should include funding for all activities including “pass through” federal funds from all state agencies and non-project related funds.</td>
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<td>10) PROJECT CONTACT PERSON</td>
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<td>Name:</td>
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<td>11) FINANCIAL OFFICER</td>
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<td>Name:</td>
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<td>12) AUTHORIZED REPRESENTATIVE</td>
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<td>Phone:</td>
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<td>13) SIGNATURE OF AUTHORIZED REPRESENTATIVE</td>
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<td>14) DATE</td>
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The facts affirmed by me in this application are truthful and I understand that the truthfulness of the facts affirmed herein are conditions precedent to the award of a contract. This document has been duly authorized by the governing body of the applicant and I (the person signing below) am authorized to represent the applicant.
Appendix 2

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2022

In accordance with Ordinance No. 65597, the St. Louis Living Wage Ordinance (“Ordinance”) and the Regulations associated therewith, the City Compliance Official for the City of St. Louis has determined that the following living wage rates are now in effect for employees of covered contracts:

1) Where health benefits as defined in the Ordinance are provided to the employee, the living wage rate is $14.39 per hour (130% of the federal poverty level income guideline for a family of three); and

2) Where health benefits as defined in the Ordinance are not provided to the employee, the living wage rate is $18.99 per hour (130% of the federal poverty level income guideline for a family of three, plus fringe benefit rates as defined in the Ordinance).

3) Wages required under Chapter 6.20 of the Revised Code of the City of St. Louis: $4.60 per hour.

These rates are based upon federal poverty level income guidelines as defined in the Ordinance and these rates are effective as of April 1, 2022. These rates will be further adjusted periodically when the federal poverty level income guideline is adjusted by the U.S. Department of Health and Human Services or pursuant to Chapter 6.20 of the Revised Code of the City of St. Louis.

The Ordinance applies to employers who are covered by the Ordinance as defined in the Ordinance, where the contract or grant is entered into or renewed after the effective date of the Ordinance, which is November 3, 2002. A copy of the Ordinance may be viewed online at http://www.flystl.com/bdd or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, MO 63145
(314) 426-8111
CITY OF ST. LOUIS LIVING WAGE ORDINANCE

NOTICE TO EMPLOYEES

St. Louis Living Wage Rates
Effective April 1, 2022

This employer is a contractor with the City of St. Louis. This contract is subject to the Living Wage Ordinance (LWO) Number 65597 established by the Board of Alderman. If you are an employee performing any service under this contract, you must be paid a “Living Wage.”

THESE ARE YOUR RIGHTS…

Living Wage

If you are an employee performing services under a City contract, you must be paid not less than the living wage rate of $14.39 per hour plus at least $4.60 per hour for health benefits or $18.99 per hour without health benefits.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Program. All acts of retaliation can be reported to the Living Wage Program Compliance Officer by calling the Living Wage Hotline.

You may Report Living Wage Violations to:

LIVING WAGE HOTLINE: (314) 890-1809

ST. LOUIS CITY LIVING WAGE COMPLIANCE: (314) 426-8111
Appendix 3

ST. LOUIS LIVING WAGE ORDINANCE

LIVING WAGE ACKNOWLEDGMENT AND ACCEPTANCE DECLARATION
(To be completed by each respondent to a bid/application solicitation when that solicitation has included Living Wage Advertisement/Solicitation Language.)

RESPONDENT NAME: __________________________________________________

NOFA TITLE: ____________________________________________________________

DATE: ___________ PREPARED BY: ______________________________________

PREPARER’S TELEPHONE NUMBER: ____________________________________

PREPARER’S E-MAIL ADDRESS: ________________________________________

PREPARER’S CELL PHONE NUMBER: ___________________________________

PREPARER’S ADDRESS AND ZIP CODE: _________________________________

As the authorized representative of the above-referenced Respondent, I hereby acknowledge that the Respondent understands that the contract or subaward that will be executed with a successful Respondent pursuant to this NOFA may be subject to the St. Louis Living Wage #65597 and the Regulations associated therewith. The Respondent hereby agrees to comply with the Ordinance and the associated Regulations, as applicable, if awarded a contract or subaward pursuant to this solicitation. I am authorized to make the above representations on behalf of the Respondent.

AUTHORIZED REPRESENTATIVE CERTIFICATION:

SIGNATURE: ________________________________

NAME: ______________________________________

TITLE: ______________________________________

DATE: _____________________________________
STATE OF ___________________ )
                        )SS.
COUNTY OF _____________ )

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared
______________________ (Name) who, by me being duly sworn, deposed as follows:

My name is ___________________________ (Name), I am of sound mind, capable of making
this Affidavit, and personally acquainted with the facts herein stated:

I am the ______________ (Position/Title) of ______________________. (Subrecipient)

I have the legal authority to make the following assertions:

1. ______________ (Subrecipient) is currently enrolled in and actively participates
   in a federal work authorization program with respect to the employees working in
   connection with this Agreement, as required pursuant to Sections 285.525 through

2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000,
   as amended, _____________________ (Subrecipient) does not knowingly employ any
   person who is an unauthorized alien in connection with this Agreement.

__________________
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official
seal this ____ day of ____________, 20__.  

__________________
Notary Public

My Commission Expires:
Appendix 5

STATE OF ______________________) )ss.
COUNTY OF ______________________)

AFFIDAVIT

Before me, the undersigned Notary Public, personally appeared __________________ (Name) who, by me being duly sworn, deposed as follows:

My name is ____________________________ (Name), I am of sound mind, capable of making this Affidavit, and personally acquainted with the facts herein state:

I am the _______________________ (Position/Title) of ____________________ (Subrecipient), and I have the legal authority to make the following assertion and certification and do hereby certify that pursuant to RSMO. Section 34.600, ____________________ (Subrecipient) is not currently engaged in and shall not, for the duration of the contract, engage in a boycott of goods or services from the State of Israel; companies doing business in or with Israel or authorized by, licensed by, or organized under the laws of the state of Israel; or persons or entities doing business in the state of Israel.

__________________________________
Affiant

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal this ______ day of ____________________, 20__.  

__________________________________
Notary Public

My Commission Expires:
Appendix 6

TERMS AND SUPPLEMENTARY CONDITIONS

The City of St. Louis, Missouri (the “City”) is the recipient of American Rescue Plan Act (“ARPA”) funds from the United States Department of the Treasury (the “U.S. Treasury”). In consideration for receiving ARPA funds as a Subrecipient or Contractor (hereinafter referred to as “Contractor”) for eligible expenses under ARPA, the Contractor shall comply with the following required supplementary terms and conditions to the Agreement (the “Supplementary Conditions”).

The Contractor shall attach these Supplementary Conditions to all subcontracts and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts at all levels. When these Supplementary Conditions are attached to any lower tier contract (e.g., a contract between Contractor (as defined above) and any subcontractor, or between Contractor’s direct or indirect subcontractors), references herein to “City” shall be deemed to refer to the party seeking products and/or services, and references to “Contractor” shall be deemed to refer to the party providing products and/or services, and references to the “Agreement” or “agreement” or “Contract” or “contract” shall be deemed to refer to the agreement between such subcontracting parties.

Notwithstanding anything to the contrary in the Agreement, except as expressly provided under the terms of these Supplementary Conditions, the terms of these Supplementary Conditions shall be deemed to control in the event of a conflict with other provisions contained in the Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any City requests that would cause the City to be in violation of these Supplementary Conditions.

1. PROVISIONS REQUIRED BY LAW DEEMED INSERTED. Each and every provision of law and clause required by law to be inserted in the Agreement and/or these Supplementary Conditions, including, but not limited to all federal laws, regulations, executive orders, policies, procedures, and directives applicable to the receipt of ARPA funds, shall be deemed to be inserted herein and the Agreement and Supplementary Conditions shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the decision of the City such provision shall forthwith be inserted and written notice provided to Contractor.

2. STATUTORY AND REGULATORY COMPLIANCE. Contractor shall comply with all laws and regulations applicable to the ARPA funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 et seq. (the “Uniform Guidance”). The Contractor, and, if applicable, subcontractors, shall only use ARPA funds for eligible ARPA activities as described under subsection (c)(1) of Section 603 of Title VI of the Social Security Act, as added by Section 9901 of ARPA, Section 35(b) of the ARPA Interim Final Rule (and final rule when effective), and all other applicable laws and regulations governing the use of ARPA funds.

3. BREACH OF CONTRACT TERMS. The City reserves its right to all administrative,
contractual, or legal remedies, including but not limited to suspension or termination of the Agreement, in instances where the Contractor or any of its subcontractors violate or breach any Agreement term. If the Contractor or any of its subcontractors violate or breach any Agreement term, they shall be subject to such sanctions and penalties as may be appropriate. The duties and obligations imposed by these Supplementary Conditions and the Agreement and the rights and remedies available thereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law.

4. PUBLICATIONS. Any publications produced with funds from the federal award must display the following language: “This project is supported in whole or in part by federal award number 21.027 awarded to the City of St. Louis by the U.S. Department of the Treasury.”

5. ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS. The Contractor must comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit requirements, and to the extent necessary cooperate and maintain information and documentation to allow City to comply with the applicable regulations governing use of the ARPA funds, including, but not limited to 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principals, and Audit Requirements for Federal Awards. Failure to do so may result in disallowance of costs upon audit.

6. RECORDS AND REPORTING REQUIREMENTS. The Contractor shall establish and maintain complete records, including accurate books, records, documents, accounts, financial records, supporting documents, statistical records, and all other evidence and records pertinent to performance of work done for the City under the Agreement (the “Records”) consistent with generally accepted bookkeeping practices. Contractor shall retain the Records in accordance with Section 12 below. The City and any person or entity authorized to conduct an examination shall have access to the Records during normal business hours at an office of the Contractor within the City or, if no such office is available, at a mutually agreeable and reasonable venue within the City, for the term specified above for the purposes of inspection, auditing and copying. The Contractor shall complete and submit all reports, in such form and according to such schedule, as may be required by the City. The Contractor shall cooperate with all City efforts to comply with ARPA related requirements and regulations pertaining to recordkeeping and reporting.

7. SAM. Contractor will comply with the regulations relating to Universal Identifier and System for Award Management according to 2 CFR Part 25 and Appendix A thereto. Contractor must:
   a. Be registered in the SAM prior to submission of an application or plan;
   b. Maintain an active SAM registration with current information, including information on a recipient's immediate and highest-level owner and subsidiaries, as well as on all predecessors that have been awarded a Federal contract or grant within the last three years, if applicable, at all times during which it has an active Federal award or an application or plan under consideration by a Federal awarding agency;
   c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency; and
   d. Review and update its information in the SAM database on an annual basis from the date of initial registration or subsequent updates to ensure it is current, accurate and complete.
8. DEBARMENT AND SUSPENSION. The Agreement is a covered transaction for purposes of 2 C.F.R. Part 180 and 2 C.F.R. Part 3000. As such the Contractor is required to verify that the Contractor and none of its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935). The Contractor must comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction (e.g., subcontract) it enters into. This certification is a material representation of fact relied upon by the City. If it is later determined that the Contractor did not comply with 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C, in addition to remedies available to the City, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment. The Contractor agrees to comply with the requirements of 2 C.F.R. Part 180, subpart C and 2 C.F.R. Part 3000, subpart C throughout the period of the Agreement. The Contractor further agrees to include a provision requiring such compliance in its lower tier covered transactions.

9. CONFLICTS OF INTEREST. The Contractor shall notify the City in writing as soon as possible if the Agreement or any aspect related to the anticipated work under this Agreement raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Contractor shall explain the actual or potential conflict in writing in sufficient detail so that the City is able to assess such actual or potential conflict. The Contractor shall provide the City any additional information necessary for the City to fully assess and address such actual or potential conflict of interest. The Contractor shall accept any reasonable conflict mitigation strategy employed by the City, including but not limited to the use of an independent subcontractor(s) to perform the portion of work that gives rise to the actual or potential conflict. If requested by the City, Contractor shall sign a certification affirming that it has no conflict of interest arising from performance of work on a specific task.

10. SUBCONTRACTING/ASSIGNABILITY. The Contractor shall not subcontract nor assign any interest in the Agreement, and shall not transfer any interest in the same (whether by assignment or novation) without prior written approval of the City.

11. PROCUREMENT. The Contractor shall procure all materials, property, or services in accordance with the requirements of 2 CFR 200.318-326. These requirements generally require an open and competitive process for subcontractors, with limited and specific exceptions. The Contractor must maintain records sufficient to detail the history of procurement and provide such records to the City. These records will include, but are not necessarily limited to, the following: Rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

12. LOBBYING (Applicable to Agreements exceeding $100,000). The Contractor certifies, to the best of its knowledge and belief, that:
   a. No federal appropriated funds have been paid or will be paid, by or on behalf of the Contractor, to any person for influencing or attempting to influence an officer or employee of an 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; and

b. If any funds other than federal 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 Contractor shall complete and submit Standard Form-LLL, “Disclosure Form to Report Lobbying,” in accordance with its instructions.

Contractor shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, 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 the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352). 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.

13. AUDIT / ACCESS TO RECORDS. The City, U.S. Treasury, the Comptroller General of the United States, the Government Accountability Office, the Pandemic Relief Accountability Committee, the Office of the Comptroller of the City, and any other authorized oversight agencies, or any of their duly authorized representatives, shall have, at any time and from time to time during normal business hours, access to any work product, books, documents, papers, and records of the Contractor which are directly pertinent to the Agreement, for the purpose of inspection, audits, examinations, and making excerpts, copies and transcriptions. Such audits may include review of the Contractor's accounting, financial, and reporting practices to determine compliance with the Agreement and reporting requirements; maintenance of accurate and reliable original accounting records in accordance with governmental accounting standards as well as generally accepted accounting principles; and specific compliance with allowable cost and expenditure documentation standards prescribed by applicable federal, State, and City guidelines. The Contractor agrees to provide the above referenced entities or their authorized representatives access to construction or other work sites pertaining to the work being completed under the Agreement. The foregoing is not intended to limit the City’s right to audit and/or access Contractor records that may be provided under the Agreement.

14. MAINTENANCE/RETENTION OF RECORDS. Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Agreement (collectively, the “Records”) (i) for five (5) years after all funds have been expended or returned to the U.S. Treasury, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.

15. CITY SEAL, LOGO, AND FLAGS. The Contractor shall not use the City seal(s), logos, crests, or reproductions of flags or likenesses of City agency officials without specific City pre-approval.
16. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. Chap. 38 (Administrative Remedies for False Claims and Statements) applies to the Contractor’s actions pertaining to the Agreement. False statements or misrepresentations in an application to obtain federal funds automatically will disqualify an applicant. If false statements or misrepresentations are discovered after such funds are awarded, the funds and contract will be in default and the City may declare all or any part of the funds paid out immediately due and repayable and the Agreement voidable at the discretion of the City.

17. SMALL AND MINORITY FIRMS, WOMEN’S BUSINESS ENTERPRISES, AND LABOR SURPLUS AREA FIRMS. The Contractor will comply with the small and minority firms, women’s business enterprise, and labor surplus area requirements as set forth at 2 C.F.R. Part 200.

18. NONDISCRIMINATION. The Contractor shall comply with all federal and state statutes, regulations and executive orders relating to nondiscrimination and equal employment opportunity to the extent applicable to the contract. These include but are not limited to:
   a. Title VI of the Civil Rights Act of 1964 (P.L. 88-352, 42 U.S.C. § 2000d et seq.) which prohibits discrimination on the basis of race, color, or national origin (this includes individuals with limited English proficiency) in programs and activities receiving federal financial assistance and Title VII of the Act which prohibits discrimination on the basis of race, color, national origin, sex, or religion in all employment activities;
   c. 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;
   d. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. 794) and the Americans with Disabilities Act of 1990, as amended by the ADA Amendment Act of 2008 (42 U.S.C. 12101 et seq.) as implemented by all applicable regulations;
   e. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
   f. Equal Employment Opportunity-E.O. 11246, as amended; and
   g. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.

19. TITLES VI AND VIII OF THE CIVIL RIGHTS ACT OF 1964 AND EXECUTIVE ORDER 11063. The Contractor shall comply with the provisions of Titles VI and VIII of the Civil Rights Act of 1964 and with Executive Order 11063. No person shall, on the grounds of race, color, religion, sex, or national origin (including limited English proficiency), disability, or age be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance. No person shall, on the grounds of race, color, religion, sex, or national origin, be discriminated against in the sale, rental, or financing of dwellings. To the extent that any such sale, lease or other transfer of land shall occur, Contractor, in undertaking its obligation to carry out the program assisted hereunder, will not itself so discriminate. Contractor shall provide data as requested by the City to demonstrate compliance with these requirements.
20. SECTION 504 OF THE REHABILITATION ACT OF 1973 AND THE AMERICANS WITH DISABILITIES ACT OF 1990. The Contractor shall comply with section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), as amended, and any applicable regulations, and with the Americans with Disabilities Act of 1990 (42 U.S.C. § 126), as amended, and any applicable regulations. The Contractor agrees that no qualified individual with handicaps shall, solely on the basis of handicap, be excluded from participation in, be denied the benefits of, or otherwise be subjected to discrimination under any program or activity that receives federal financial assistance.

21. AGE DISCRIMINATION ACT OF 1975. The Contractor shall comply with the Age Discrimination Act of 1975 (42 U.S.C. § 6101 et seq.), as amended, and any applicable regulations. No person in the United States shall, on the basis of age, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity receiving federal financial assistance.


23. CONTRACTOR’S CERTIFICATION REGARDING ENVIRONMENTAL TOBACCO SMOKE. The Pro-Children Act of 1994, (Public Law 103-227, 20 U.S.C. §§ 6081-6084), 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 Pro-Children Act also applies to children's services that are provided in indoor facilities that are constructed, operated, or maintained with such federal funds. The Pro-Children Act does not apply to children's services provided in private residences; 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 Pro-Children Act 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.
   a. Contractor certifies that it will comply with the requirements of the Pro-Children 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 Pro-Children Act.
   b. Contractor agrees that it will require that the language of this certification be included in any subcontract or subaward that contains provisions for children's services and that all subrecipients certify accordingly. Failure to comply with the provisions of the Pro-Children Act law may result in the imposition of a civil monetary penalty of up to $1,000 per day.

24. DRUG FREE WORKPLACE. The Contractor certifies it shall provide a drug-free workplace in accordance with the Drug Free Workplace Act of 1988, 41 U.S.C. Chapter 81, and all applicable regulations. The Contractor is required to report any conviction of employees providing services under this Agreement under a criminal drug statute for violations occurring
on the Contractor’s premises or off the Contractor’s premises while conducting official business. The Contractor shall report any conviction to the Department within five (5) working days after the conviction. Submit reports to: City Counselor’s Office, Attn: Deputy City Counselor for Transactions, City Hall Room 314, 1200 Market Street, St. Louis, MO 63103.

25. RELOCATION ASSISTANCE. The Contractor 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.

26. CONTRACTOR’S CERTIFICATION REGARDING EMPLOYEE WHISTLEBLOWER PROTECTIONS. The Contractor shall comply with the provisions of 41 U.S.C. 4712 that states an employee of a contractor, subcontractor, grantee, or subgrantee may not be discharged, demoted or otherwise discriminated against as a reprisal for "whistleblowing". In addition:
   a. Whistleblower protections cannot be waived by any agreement, policy, form, or condition of employment;
   b. the Contractor's employees are encouraged to report fraud, waste, and abuse. The Contractor shall inform their employees in writing they are subject to federal whistleblower rights and remedies. This notification must be in the predominant native language of the workforce; and
   c. The Contractor shall include this requirement in any agreement made with a subcontractor or subgrantee.

27. CLEAN AIR ACT AND WATER POLLUTION CONTROL ACT. The Contractor shall comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401 et seq.) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251 et seq.).

28. LABOR STANDARDS. Contractor 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 sub-agreements.

29. LEAD-BASED PAINT. Contractor 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 residence structures.

30. POLITICAL ACTIVITY (HATCH ACT). The Contractor will comply with the provisions of the Hatch Act (3 USC Sections 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

31. HUMAN TRAFFICKING. The Contractor assures that it and its subcontractors shall comply with EO 13333, (March 16, 2004), Amending Executive Order 13257, to implement the
Trafficking Victims Protection Reauthorization Act of 2003. The Annual Agreement may be terminated without penalty, if the grantee or any subgrantee, or the contractor or subcontractor engages in: “(i) severe forms of trafficking in persons; (ii) the procurement of a commercial sex act during the period of time that the grant, contract, or cooperative agreement is in effect; (iii) the use of forced labor in the performance of the grant, contract, or cooperative agreement; or (iv) acts that directly support or advance trafficking in persons.” (22 U.S.C. § 7104(g)).

32. SEAT BELT USE. Pursuant to EO 13043 (April 16, 1997), Increasing Seat Belt Use in the United States, the Contractor and its subcontractor are encouraged to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented, or personally owned vehicles.

33. TEXT MESSAGING. Pursuant to EO 13513 (October 1, 2009), Federal Leadership on Reducing Text Messaging While Driving, recipients and subrecipients are encouraged to adopt and enforce policies that ban text messaging while driving company-owned or -rented vehicles or Government-owned, Government-leased, or Government-rented vehicles, or while driving privately-owned vehicles when on official Government business or when performing any work for or on behalf of the Government.

34. PRE-AWARD COSTS. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.

35. DISCLAIMER. The United States expressly disclaims any and all responsibility or liability to Recipient or third persons for the actions of Recipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any contract, or subcontract under this award. The acceptance of this award by Recipient does not in any way establish an agency relationship between the United States and Recipient.
**Appendix 7**

**Risk Assessment Questionnaire**

**Coronavirus State and Local Fiscal Recovery Funds (“American Rescue Plan Funding”): Risk Assessment Questionnaire (RAQ)**

Coronavirus State and Local Fiscal Recovery Funds (SLFRF) recipients that are pass-through entities as defined under 2 CFR 200.1 are required to manage and monitor their subrecipients to ensure compliance with requirements of the SLFRF award pursuant to 2 CFR 200.332 regarding requirements for pass-through entities. To comply with the federal risk assessment requirements of 2 CFR Part 200.332, the City of St. Louis must review the programmatic risks posed by all applicant agencies requesting State and Local Fiscal Recovery Funds/American Rescue Plan funding. This risk assessment includes such factors as:

- The subrecipient's prior experience with the same or similar subawards;
- The results of previous audits including whether or not the subrecipient receives a Single Audit;
- Whether the subrecipient has new personnel or new or substantially changed systems; and
- The extent and results of Federal awarding agency monitoring (e.g., if the subrecipient also receives Federal awards directly from a Federal awarding agency).

This Questionnaire should be completed by a person with knowledge of the subrecipient’s financial information, management systems, and processes. If you need additional space to provide information for one or more of the questions, you may attach additional sheets as needed. This Questionnaire must be signed by the subrecipient's Grant Manager, Finance Manager, Chief Financial Officer, or equivalent staff person who is familiar with the subrecipient’s financial information and systems and who has the authority to certify and sign this Questionnaire.

<table>
<thead>
<tr>
<th><strong>Organization Name:</strong></th>
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<tbody>
<tr>
<td><strong>Program Associated with this RAQ:</strong></td>
<td></td>
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<tr>
<td><strong>Individual Completing this RAQ:</strong></td>
<td></td>
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<tr>
<td><strong>Contact Information for Person Completing this RAQ (Phone and Email):</strong></td>
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</tbody>
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31
**Organizational Mission Statement:**

**WRITTEN POLICIES AND PROCEDURES:**
Does your organization have written policies and procedures that guide agency operations and program delivery on the topics of:

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>NA</th>
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</table>

- General staff management policies and procedures.
- Code of Conduct for all agency staff.
- Code of Conduct for board members.
- Conflict of interest (real or perceived) for agency staff including all programmatic and administrative staff.
- Conflict of interest (real or perceived) for board members.
- Complaint/grievance resolution policy and procedures relative to agency staff.
- Complaint/grievance resolution policy and procedures relative to clients.
- Program participant eligibility, if applicable.
- Program participant eligibility specific to minors compliant with state law, if applicable

**FINANCIAL ACCOUNTABILITY:**

<table>
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<tr>
<th>YES</th>
<th>NO</th>
<th>NA</th>
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- Organization has policies and procedures in place governing all financial transactions.
- Organization procedures for financial transactions provide for adequate separation of duties.
- Claims for reimbursement are/will be reviewed by more than one staff person to ensure expenses are eligible, allocable, reasonable and necessary.
<table>
<thead>
<tr>
<th>Organization operates within a budget approved annually and reviewed by its Board of Directors no less frequently than quarterly.</th>
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<tbody>
<tr>
<td>Organization maintains a chart of accounts for all financial accounts/codes.</td>
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<tr>
<td>Organization has at least (3) years’ experience managing federal funding.</td>
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<tr>
<td>Organization has limited experience managing federal funding, less than three (3) years</td>
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<tr>
<td>Organization has at least (3) years’ experience managing state funding</td>
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<tr>
<td>Organization’s general ledger separates revenues and expenses by source of funding/program.</td>
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<tr>
<td>Organization has limited experience managing state, less than three (3) years</td>
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<tr>
<td>Organization receives $750,000 or more in federal funding annually AND undergoes a Single Audit as required.</td>
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<tr>
<td>Organization does not receive at least $750,000 in federal funding BUT undergoes a formal audit annually.</td>
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<tr>
<td>Organization does not receive at least $750,000 in federal funding BUT undergoes a formal audit biennially.</td>
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<tr>
<td>Organization does not undergo a formal audit but undergoes a review of financial statements by an outside entity annually.</td>
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<tr>
<td>Organization has been delinquent on a recent audit</td>
<td></td>
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<tr>
<td>Organization files a 990 annually.</td>
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</table>

**AGENCY GOVERNANCE:**

<table>
<thead>
<tr>
<th>YES</th>
<th>NO</th>
<th>NA</th>
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<tbody>
<tr>
<td>Organization has and follows approved by-laws.</td>
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<tr>
<td>Organization has an active Board which meets regularly or as required in approved by-laws.</td>
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</table>
Organization has a finance/audit committee or qualified board member responsible for overseeing financial and tax reporting.

Organization is able to comply with all statutory requirements of SLFRF (Interim Final Rule [https://www.govinfo.gov/content/pkg/FR-2021-05-17/pdf/2021-10283.pdf]).

<table>
<thead>
<tr>
<th>HISTORY OF PERFORMANCE:</th>
<th>YES</th>
<th>NO</th>
<th>NA</th>
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<tr>
<td>Organization has at least (3) years’ experience managing grants of comparable scope and/or capacity.</td>
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<tr>
<td>In the last two fiscal years, the organization has always submitted required reports on time.</td>
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<tr>
<td>In the last two fiscal years, the organization has sometimes submitted required reports on time.</td>
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<tr>
<td>In the last two fiscal years, the organization has never submitted required reports on time.</td>
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<td>In the last two fiscal years, has your organization been out of compliance with Programmatic Agreement terms and conditions of any awards.</td>
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<td>In the last two fiscal years, has your organizations had Special Conditions placed on a grant award.</td>
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<tr>
<td>Organization has a system in place to adequately track program beneficiary income and demographics.</td>
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<tr>
<th>STAFFING:</th>
<th>YES</th>
<th>NO</th>
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<tr>
<td>Organization maintains up-to-date job descriptions for all staff positions.</td>
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<td>Organization routinely notifies funders, as appropriate, when a change in program staff occurs.</td>
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<tr>
<td>Organization has a system in place to adequately track program-specific work performed.</td>
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<tr>
<td>Organization has fully dedicated compliance staff</td>
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<tr>
<td>Organization has part time dedicated compliance staff</td>
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</table>
Requested amount reflects ____ % of the total program/project budget $______________

Requested amount reflects ____ % of the total agency’s budget $________________________

**Agency DOH Funding Sources:**
Please provide all funds received by your organization from the Department of Health.

<table>
<thead>
<tr>
<th>Grant Source</th>
<th>Grant Amount</th>
<th>Date Funds Expire</th>
<th># of Years Received</th>
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If needed, you can provide any additional information in the space below. Indicate the question number for which you are providing additional information. If you need more space, please attach as a separate document and indicate the attachment name in the space below.
Certification: By signing this questionnaire, I certify to the best of my knowledge and belief that the responses are true, complete and accurate. I am aware that any false, fictitious or fraudulent information, or the omission of any material fact, may subject me to criminal, civil, or administrative penalties for fraud, false statements, false claims or otherwise (2 CFR 200.415)
Requested Attachments (Please provide the following documents):

- Non-profit determination letter, if applicable. If the applicant is not a non-profit but has a fiscal sponsor who is a non-profit, they should include the non-profit determination letter for their fiscal sponsor and a letter from the fiscal sponsor affirming that they are the fiscal sponsor for the applicant entity.
- List of Board of Directors, if applicable
- Organizational Chart and Job Descriptions
- Resumes of all relevant program staff (including CEO/Executive Director)
- Financial Statement and Audit