



**THE CITY OF ST. LOUIS
DEPARTMENT OF HEALTH**

**REQUEST FOR PROPOSALS
AND
APPLICATION REQUIREMENTS
FY 2026
FOR**

ORAL HEALTH CARE SERVICES - MISSOURI

**THE RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT OF 2009
RYAN WHITE PART A**

**ISSUANCE DATE: 08/04/2026
DUE DATE: 08/21/2026**

**City of St. Louis Department of Health
Grants Administration
Ryan White & HOPWA Programs
1520 Market St., Room 4027
St. Louis, MO 93103
(314)-657-1581**

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

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NOTICE

I. Bidders' Pre-Application Conference

ATTENDANCE RECOMMENDED

DATE: Monday, August 17, 2026
TIME: 2:00 PM - 3:00 PM
LOCATION: Communicable Disease - Grants Administration
City of St. Louis Department of Health
1520 Market St., Room 4027

[Join with Google Meet](#)

meet.google.com/drj-hhyn-hyb

[Join by phone](#)

(US) +1 747-221-4251 PIN: 850 595 801#

CONTACT: Sylvia Jacksonbell
City of St. Louis Department of Health
Grants Administration Office
1520 Market St., Room 4027
St. Louis, MO 63103
(314) 657-1581
EMAIL PREFERRED: dohga@stlouis-mo.gov

II. Estimated Schedule (Subject to Change)

Date	Activity/Time
August 4, 2026	Issuance of Request for Proposals
August 11, 2026	Final Submission of Pre-Bidders' Conference Questions to Contact Person
August 17, 2026	Pre-Bidders' Application Conference
August 21, 2026	Applications Due - No Later than 4:00pm Central Time
August 24 - 28, 2026	Evaluation/Selection Process
August 31, 2026	Notification of Award
September 1, 2026	Tentative Contract Start Date
February 28, 2027	Tentative Completion of the Project Period with renewal

The St. Louis TGA	
Missouri Counties:	St. Louis City, St. Louis County, St. Charles, Franklin, Jefferson, Warren and Washington
Illinois Counties:	Clinton, Jersey, Madison, Monroe, St. Clair

III. Purpose and Intent

The City of St. Louis Department of Health (DOH) is seeking proposals for organizations to provide **ORAL HEALTH CARE SERVICES** in the **Missouri portion** of the **St. Louis Transitional Grant Area (TGA)**, which include dental health care services, outpatient diagnosis, prevention, and other oral health therapy to **persons living with HIV/AIDS (PLWHA)**.

These services are funded by **Ryan White Part A funding**, which is distributed by the **Health Resources and Services Administration (HRSA)** of the U.S. Department of Health and Human Services. The funding supports medical and support services for PLWHA, with the primary objective of improving access to and retention in care.

Key Aspects of the proposal include:

1. **Expertise and Capacity:** The applicant must demonstrate the ability to provide effective Oral Health Care Services for PLWHA. This includes a proven track record in facilitating access to health services and maintaining continuity of care.
2. **Services to be Provided:**
 - a. Providing routine dental care and oral health education and counseling;
 - b. Obtaining a comprehensive medical and oral hygiene history and consulting primary medical providers as necessary;
 - c. Providing educational, prophylactic, diagnostic and therapeutic dental services to patients with a written confirmation of HIV status;
 - d. Providing medication appropriate to oral health care services, including all currently approved drugs for HIV-related oral manifestations;
 - e. Referring patients as needed to health specialists including, but not limited to, periodontists, prosthodontists, endodontists, oral surgeons, oral pathologists, oral medicine practitioners and registered dietitians;
 - f. Maintaining individual patient dental records in accordance with current standards;
 - g. Complying with infection control guidelines and procedures established by the Missouri Department of Health and Senior Services (DHSS).
3. **Proposal Submission**
 - a. Proposals must follow the specific format requirements detailed in **section V** of the RFP.
 - b. The application should address all components specified in **sections IX and X**.
 - c. All required attachments must be included for the proposal to be considered.

This RFP aims to find a partner organization capable of supporting the Ryan White HIV/AIDS program in meeting the healthcare needs of PLWHA in the St. Louis TGA, ensuring they receive the care needed in a coordinated and timely manner.

The purpose of this Request for Proposals (RFP) is to ensure a fair and efficient process for selecting the most qualified, responsive, and responsible proposal from interested organizations, referred to as “Respondents.” However, it is important to note the following conditions regarding the RFP Process.

1. **No Obligation to Award Funds:** The City of St. Louis is not required to award funds to any provider. Additionally, the City is not liable for any costs incurred by organizations during the preparation of their proposals.
2. **No Offer of Engagement:** Submission of a proposal does not imply any offer of engagement or a commitment from the City of St. Louis. A contract will only be finalized once it is fully negotiated and executed by all parties.
3. **Right to Award Funds to Multiple Providers:** The City has the discretion to award parts of the available funds to multiple Respondents, choose not to issue any funds, or to re-solicit applications in the future.
4. **Changes to the RFP:** The City may change, suspend, or terminate any aspect of the RFP process as its sole discretion. It can also request additional information from Respondents or waive any defects related to the form or content of the RFP or the proposals.
5. **Public Nature of Submitted Materials:** All materials submitted in response to the RFP will become the property of the City and may become public documents during the awarding process or at its conclusion. Under the Missouri Sunshine Law, these documents may be made public if submitted to any advisory or legislative body.

By submitting a proposal, Respondent acknowledges they have read and understood the entire RFP and agree to all the terms and conditions outlined in it.

IV. Contact Person and Questions

1. **Contact Person:** Direct all inquiries to Sylvia Jacksonbell at the email address: dohga@stlouis-mo.gov
2. **Subject heading:** All emails must have the clearly marked subject heading: “RFP - RYAN WHITE ORAL HEALTH CARE SERVICES - MO”
3. **No Contact with Other City Personnel:** Do not contact any other City employees or personnel regarding this RFP. Only the designated contact person is authorized to handle RFP-related communications.
4. **Question Submission:**
 - a. Submit question no later than **August 11, 2026**, unless the Department of Health issues an addendum related to the rolling acceptance of applications,
 - b. Questions should be asked in the order presented in the RFP, referencing the **page number** and **section** for clarity.

- c. All questions and responses will be made available in writing to all organizations that have requested a copy of the RFP and may also be publicly posted at: <https://www.stlouis-mo.gov/government/procurement/index.cfm#rfp>.

5. Further Contact After Application Submission

- a. After submitting the application, Respondents are only allowed to make **status inquiries** via email to the designated contact person, using the same subject line heading: “**RFP - RYAN WHITE ORAL HEALTH CARE SERVICES - MO**”
- b. Any unsolicited contact, including additional information or clarification outside of the official channels, will be treated as an impermissible supplementation of the application.

By following these guidelines, Respondents ensure compliance with the RFP process.

V. Submission & Deadline

To submit a proposal in response to the **RFP - RYAN WHITE ORAL HEALTH CARE SERVICES - MISSOURI**, Respondents must adhere to the following submission guidelines.

Submission Requirements:

1. Email Submission:

- a. Send one email to dohga@stlouis-mo.gov with the subject heading “**RFP - RYAN WHITE ORAL HEALTH CARE SERVICES - MO**”
- b. The email must be **electronically timestamped** no later than **4:00 p.m. (CT) on August 21, 2026**.
- c. Attach the proposal in **both Microsoft Word and PDF** formats.

2. Page Format:

- a. **Language:** Proposals must be submitted in **English**
- b. **Page Size:** Standard 8.5 x 11-inch letter size (that can be photocopied)
- c. **Font:** use **12-point Times New Roman or Calibri** font
- d. **Spacing:** Double-spaced with **one-inch margins**
- e. **Page Numbers:** Number each page consecutively at the bottom, excluding the cover page.

3. Content Limitations:

- a. Ensure that the proposal adheres to the **page number limits** outlined in **section IX**.

Additional Notes:

- 1. **Late or Incomplete Proposals:** Proposals that are late or incomplete will not be accepted.
- 2. **No Assumptions:** Do not assume the reviewer knows your organization or program. Provide all relevant details clearly.

Important Disclosures:

- 1. The City of St. Louis Department of Health is **not obligated** to award a contract to any provider and is not liable for any costs incurred during the preparation of the proposal.
- 2. The City retains the right to:
 - a. Award parts of the contract to multiple bidders.

- b. Not select any bidders.
- c. Re-solicit proposals if necessary.

By following these submission requirements, Respondents ensure their proposals are considered during the review process.

VI. Required Qualifications & Certifications

Respondents to this RFP must demonstrate the following qualifications and capabilities:

1. Experience and Qualifications of Organization and Personnel

- a. The organization and personnel designated for this project must possess experience in providing oral health care services or equivalent qualifications, such as conducting client-centered assessment of client needs, evaluating client oral health status, etc.
 - i. **Preferred Experience:** It is preferred that staff assigned to the project have at least **three years of experience** in providing oral health care services.

2. Experience Working with HIV-Positive Populations:

- a. The **organization and staff** assigned to the project should have at least **two years of experience** working with **diverse populations in Missouri**, particularly individuals diagnosed with **HIV/AIDS**.
- b. Special emphasis is placed on experience working with **populations with special needs**, including **women, ethnic minorities**, and the **underserved**. Respondents must demonstrate their commitment to promoting **health equity** in their approach to oral health care services delivery.

3. Experience in Providing Oral Health Care Services

- a. At the organizational level, the agency assigned must have at least **three to five years** of experience providing **Oral Health Care Services** to ensure timely and coordinated access to medically appropriate levels of care.
- b. **Core Oral Health Care activities** in the St. Louis TGA must include, but are not limited to:
 - i. Diagnostic testing;
 - ii. Early intervention and risk assessment;
 - iii. Preventative care and screening;
 - iv. Practitioner examination, medical history taking, diagnosis, and treatment of dental conditions;
 - v. Prescribing and managing medical therapy;
 - vi. Education and counseling on health issues;
 - vii. Continuing care and management of chronic conditions;
 - viii. Laboratory tests integral to the treatment of HIV infection and related complications.

4. Required Credentials and Legal Compliance

- a. The organization must have all necessary **insurance coverages, permits, licenses**, and **professional credentials** required to perform the services outlined in this RFP.

5. Eligible Entities

- a. **Eligible entities** to receive funding include, but are not limited to:
 - i. Community-based organizations;
 - ii. Hospital, health care facilities, ambulatory care facilities;
 - iii. Homeless service centers, public health departments, and drug treatment centers;
 - iv. Federally Qualified Health Centers (FQHCs).
- b. **For-profit organizations** may apply for funding **only if a not-for-profit organization** is unable or unwilling to provide the quality of HIV-related services required.

6. Payer of Last Resort

- a. Applicants must have mechanisms in place to ensure that **Ryan White** funds will be used as the **payer of last resort**, meaning other funding sources must be explored before Ryan White funds are applied.

By meeting these requirements, applicants will demonstrate their capacity and expertise to effectively provide the necessary **Oral Health Care Services** for individuals living with HIV/AIDS in St. Louis, MO.

VII. Method of Compensation

Any agreements made under this RFP will provide **compensation on a reimbursement basis**, meaning that the selected Respondent(s) will be reimbursed for expenses incurred in the provision of **Oral Health Care Services** as outlined in this contract

Funding Details:

1. **Total Funds Available:** The total amount to be awarded for **Oral Health Care Services** in Missouri is \$255,376.00. Please note that this amount is an **estimated range**.
2. The **actual funding amount** will depend on the **final award** to the **St. Louis Transitional Grant Area** and the **St. Louis HIV Services Planning Council's Resource Allocations**.

Payment Process:

1. **Monthly Reimbursement:** Payment will be made on a **monthly basis** to the selected Respondent(s).
2. **Conditions for payment:** Payments will be processed upon **receipt and approval** of the following:
 - a. **Proper invoicing;**
 - b. **Deliverables** as outlined in the contract;
 - c. **Documentation and reporting** that aligns with the requirements specified in the agreement.

This reimbursement structure ensures that funds are allocated based on actual services provided and the documentation submitted, as approved by the City of St. Louis Department of Health.

VIII. Scope of Services

The selected Respondent(s) shall provide comprehensive Oral Health Care Services to eligible PLWHA within the Ryan White HIV/AIDS Program (RWHAP) Part A St. Louis TGA, which

includes the City of St. Louis, St. Louis County, St. Charles County, Jefferson County, Franklin County, Lincoln County and Warren County.

The selected Respondent shall provide the following services:

1. Development of an oral health treatment plan;
2. Diagnostic testing;
3. Oral health risk assessment and disease prevention;
4. Preventative care and screening;
5. Practitioner examination, medical history taking, diagnosis, and treatment of dental conditions;
6. Prescribing and managing of medication therapy, as clinically appropriate;
7. Education and counseling on health issues;
8. Ongoing management of chronic oral health conditions.

The selected Respondent(s) shall:

Program Requirements

1. Ensure all services provided under this RFP are aligned with the TGA needs as assessed by the Metro St. Louis HIV Health Services Planning Council and coordinated with the City of St. Louis Department of Health Communicable Disease - Grants Administration section and the Ryan White Case Management system;
2. Ensure the Respondent has full knowledge of, and remains in compliance with, HRSA's Ryan White HIV/AIDS Program part A and B National Monitoring Standards, including all sub-grantee responsibilities outlined therein (more information available at: <https://ryanwhite.hrsa.gov/about/recipient-resources>);
3. Provide services that support the Ryan White Program goals of (1) ensuring clients have access to a comprehensive continuum of high-quality, community-based care and (2) improved health outcomes for individuals living with HIV by ensuring the provision of primary medical care and supportive services, directly or through appropriate linkages;
4. Provide services in a manner consistent with the following Ryan White program principles:
 - a. Improving access to care for the underserved in response to the HIV epidemic's growing impact among underserved minority and hard-to-reach populations, particularly PLWHA who know their status and are not in care.
 - b. Ensuring access to existing and emerging HIV treatments according to established HIV-related treatment guidelines/recommendations.
 - c. Adapting to changes in the health care delivery system, with Ryan White services utilized in filling gaps in care, including coverage of HIV-related services within managed care plans (particularly Medicaid) and coordination of Ryan White services with other funding sources.
 - d. Documenting outcomes and the impact of Ryan White funds on improving access to quality care/treatment through effective quality assurance and evaluation mechanisms;

5. Acknowledge Health Resources Services Administration (HRSA), The Ryan White HIV/AIDS Treatment Extension Act of 2009, Ryan White Part A funding through the City of St. Louis Department of Health (DOH), and obtain DOH pre-approval of flyers, advertisements, press releases, and other marketing materials issued by Respondent(s) that is funded by HRSA through the DOH.

Collaboration and Care Coordination

6. Work collaboratively with DOH, Missouri Department of Health and Senior Services (MO DHSS) and other Ryan White grantees to ensure a seamless network of case management and program services which effectively, efficiently, consistently, and equitably serve HIV clients;
 - a. Ensure that staff provide information, collect and report data, contribute subject matter expertise, and participate in planning and evaluation activities to support the identification and prioritization of client and service delivery needs, strategic planning, the development of program eligibility standards and operating procedures, and the evaluation of program effectiveness in meeting the needs of people living with HIV in the St. Louis TGA;
7. Facilitate with medical providers any necessary Business Associate Agreements (BAAs) or Non-Disclosure Agreements (NDAs) needed to collaborate, provide information, and collect data with medical providers;
8. Ensure that staff actively and continually work with HIV counseling and testing sites, STI clinics, DOH Disease Intervention Specialists, HIV case managers, and other service agencies to facilitate timely linkage of PLWHA into appropriate medical care, HIV prevention services, and other needed support services. The Respondent(s) shall maintain formal partnerships, as appropriate, through Memorandums of Understanding (MOUs), linkage agreements, or other documented collaborative agreements.
9. Ensure, through an ongoing monitoring and quality improvement system, that all referrals for client services and authorizations, including Ryan White, AIDS Drugs Assistance Program (ADAP), Housing Opportunities for People with AIDS (HOPWA), and Medicaid AIDS Waiver/State Plan Personal Care (SPPC) services are utilizing other state, federal, and commercial insurance, including but not limited to: MO HealthNet (Medicaid), Medicare, VA, and/or employee-sponsored or union-sponsored insurance prior to making referrals for client services. Ryan White funds are used as the payer of last resort.

Client Privacy and Data Security

10. Ensure the maintenance of confidentiality as a primary legal and ethical responsibility. Limits of confidentiality include danger to self or others, grave disability, and child/elder/dependent adult abuse;
11. Receive, maintain, protect, and keep secure any patient account information it receives from medical providers as part of implementing oral health care services.

Staffing Requirements

12. Ensure that all providers have demonstrated expertise and experience in working with various and diverse populations of Missouri residents diagnosed with HIV, in particular working with populations with special needs, such as women, ethnic minorities and the traditionally underserved;
13. Ensure that all oral health care staff delivering services under the resulting contract receive an annual TB screening in accordance with Missouri Department of Health Rule 19 CSR 20-20.020. The Respondent(s) shall maintain documentation of the annual screening, including verification of the testing date, and make such documentation available to the DOH upon request.
14. Ensure that all oral health care providers delivering services under the resulting contract meet the required professional qualifications. Providers shall be licensed dental health care professionals, including, but not limited to, general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants. The Respondent(s) shall provide documentation verifying staff qualifications to the DOH upon request.

Selected Applicant(s) will be expected to gather and input information into the St. Louis TGA's client-level database on established outcome measures such as number and type of services provided and associated health outcomes.

IX. Required Application Contents

The application for **Oral Health Care Services - MO** must follow the structure specified below:

A. Cover Sheet & Application Checklist

- a. Complete and attach the **Cover Sheet** and **Application Checklist**, as provided in **Appendix 1**.

B. Abstract

- a. Provide an abstract that includes:
 - i. The name of the **applicant organization** and a brief description
 - ii. A description of the **existing programs** or services offered by the organization that are specifically designed to serve **minorities living with HIV**
 - iii. A summary of the organization's **ability and willingness** to achieve the overarching objectives (provided in **Appendix 5**), including the proposed budget.
- b. **Maximum Length:** 2 single-spaced pages

C. Program Narrative:

- a. The program narrative is a detailed section where the applicant responds to each of the **required narrative proposal criteria**. This must include the response to the proposal components in **Section X**, with the responses presented in the exact order provided in the RFP.
- b. **Important:** the application should not consist solely of references to attached materials. While attachments can be used to demonstrate capacity or prior work, the **main response** should be in the body of the proposal.

- c. **Maximum Length:** 15 double-spaced pages
 - d. Requires attachment do not count toward the 15-page limit
- D. **Proof of Non-Profit Status**
 - a. Provide proof of registration with the **Missouri Secretary of State** as a non-profit organization, if applicable.
- E. **Verification of License/Taxes**
 - a. Respondents must verify that the organization:
 - i. Has a **current business license**;
 - ii. Is up-to-date with **tax remittance**.
 - b. Provide a copy of the **City of St. Louis Business license** (or waiver letter from the License Collector).
- F. **Living Wage Acknowledgement and Acceptance Declaration**
 - a. Submit the **Living Wage Acknowledgement and Acceptance Declaration**, as provided in **Appendices 2 and 3**.
- G. **Unauthorized Alien Employee Affidavit**
 - a. Submit the completed, **notarized Unauthorized Alien Employee Affidavit**, as provided in **Appendix 4**.
- H. **ACORD Certificate of Insurance Template**
 - a. The **ACORD Certificate of Insurance** template, as provided in **Appendix 6**, is for informational purposes only and is **not required** to be submitted with the application;
 - b. Applicants should **explore** obtaining the necessary insurance (as outlined in **Section XIII.J**) in preparation for a potential contract, as this will need to be attached when entering into a contract.
- I. **City of St. Louis Programmatic Risk Assessment - Risk Assessment Questionnaire (RAQ)**
 - a. Complete and submit the **Risk Assessment Questionnaire**, as provided in **Appendix 7**.
- J. **Affidavit of Compliance with Anti-Discrimination Against Israel Act**
 - a. Complete and submit the **Affidavit of Compliance with Anti-Discrimination Against Israel Act**, as provided in **Appendix 8**.
- K. **Supplement of Required Provisions**
 - a. The **Supplement of Required Provisions**, as provided in **Appendix 9**, is for informational purposes only.
 - b. Applicants should review the **Supplement of Required Provisions** in preparation for a potential contract, as such provisions will be incorporated into the contract.

X. Program Narrative

The proposal should address the following criteria in a **15-page** double-spaced format (excluding attachments) to describe the organization's qualifications and proposed programming. The proposal will be evaluated based on the following criteria:

1. Capabilities of Applicant/Organization Description (15 points)

- a. **Qualifications and Certifications:** Describe how the organization meets the qualifications and certifications listed in **Section VI**.
- b. **Mission and Scope:** Provide an overview of the agency's **mission** and **scope of services**, including hours of operation.
- c. **Experience:** Briefly describe the organization's experience in providing services related to the RFP.
- d. **Client Demographics:** Outline the **numbers, sociodemographic characteristics, and geographic distribution** of clients served by your organization.
- e. **Management and Staffing Plan:** Detail the management and staffing structure of the organization, explaining how **Oral Health Care Services** fit into the structure. Include staff skills and experience in serving **PLWHA** or individuals with other chronic illnesses. Attach an **organizational chart** and **resumes of key staff**.
- f. **Imposition of Charges/Sliding Fee Scale:** Explain the process by which the organization applies a **sliding fee scale**, including how the decision to waive fees is made, and describe how the organization collects and documents **program income**.
- g. **Staff Training and Retention:** Describe the process for **staff onboarding** and training. Explain the strategies in place to **reduce staff turnover**.
- h. **Data Collection and Security:** Describe the organization's capacity to **collect, protect, and report client data** through electronic databases.
- i. **Strengths and Capabilities:** Highlight the organization's strengths, capabilities, and experience in providing the services required.

2. Target Population (10 points)

- a. **Experience with PLWHA Population:** Describe the organization's experience working with the **St. Louis TGA PLWHA** population.
- b. **Unmet Needs and Barriers:** Identify **unmet needs** and **barriers** in the St. Louis TGA. Describe how your organization will address these challenges.
- c. **Financing HIV/AIDS Care:** Explain the process for determining client eligibility for services, including how the organization ensures TGA funds are used as a **payer of last resort**, with other funding sources applied for and exhausted.
- d. **Cultural and Linguistic Appropriateness:** Describe how services will be **culturally and linguistically appropriate**, listing languages in which services are available (including American Sign Language). Explain how the organization will address issues like **stigma, phobia, and denial**.

3. Plan for Achieving Oral Health Care Services (30 points)

- a. **Implementation Plan:** Clearly state that the application includes a comprehensive implementation plan for providing **Oral Health Care Services**. Detail the

activities, services, and deliverables as outlined in the Scope of Services in Section VIII.

- b. **Methodologies and Approaches:** Provide a detailed description of the methodologies, approaches, tools, workflows, work plans, timelines, and responsible persons for delivering the services.
 - c. **Geographic Location and Service Hours:** Describe the geographic location where the services will be provided and the days/hours of service. Explain how the organization will deliver services to clients throughout the TGA.
 - d. **Referral Process:** Describe the referral process for clients to access the services.
 - e. **Adherence to Program Goals:** Explain how the organization will ensure adherence to Oral Health Care Services program goals (Appendix 5) and document proper data collection and management.
4. **Collaboration and Coordination (10 points)**
- a. **Existing HIV Systems of Care:** Identify the existing HIV systems of care and support services in which the organization participates. Describe the organization's role and methods of participation.
 - b. **Service Integration/Coordination:** Explain the plan for integrating and/or coordinating services with other HIV service providers. If relationships with other providers already exist, describe their benefits.
 - c. **Linkages and Referrals:** Describe the organization's agreements or linkages that enable it to receive referrals, obtain outcome measures from care providers, and provide feedback on client access to services.
5. **Quality Improvement and Evaluation (15 points)**
- a. **Quality Management Program:** Describe the organization's quality management program, including how services will be evaluated, monitored, and adjusted to ensure quality service delivery.
 - b. **Outcome Indicators:** Provide the case management services outcome indicators to be used and describe how they will be assessed.
 - c. **Staff Involvement in Quality:** Explain how staff will be involved in the quality improvement process.
 - d. **Client Involvement:** Describe how PLWH/A clients will be involved in the quality improvement process, including the use of client satisfaction surveys.
 - e. **TGA-wide Quality Participation:** Note that all Ryan White Part A providers are required to have a functioning Quality Management Program and participate in TGA- wide quality efforts.
6. **Budget (20 points)**
- a. **Budget Narrative and Budget:** Provide a budget for the proposed project, detailing costs associated with the implementation of the Scope of Services. The budget should reflect the activities outlined in the implementation plan and must include:
 - i. **Costs:** List staff members supported by funds, including names Personnel (if possible), position titles, full-time equivalency (FTE), and annual salaries.
 - ii. **Fringe Benefits:** Describe components of the fringe benefit rate (e.g., health insurance, taxes, retirement plan).

- iii. **Travel:** Break down travel costs by local or long-distance travel, including mileage, purpose, number of miles, and the staff members involved.
- iv. **Equipment:** Provide a justification for the purchase of equipment and describe the current status of any existing equipment.
- v. **Supplies:** List supplies (e.g., office supplies, medical supplies, educational supplies).
- vi. **Subcontracts:** If applicable, describe any subcontracts and the approval process from DOH.
- vii. **Other:** List any other costs not falling into the previous categories.
- viii. **Administrative:** Include overhead costs such as rent, utilities, program coordination, and insurance.
- ix. **In-Kind Contributions:** Provide a list of in-kind contributions, including professional services, volunteer labor, or donated materials/services.

7. Financial Information: Provide the following financial documents:

- i. **Program/Organization Budget** for the most recent fiscal year.
- ii. **A summary of current contracts** (2026-2027), including funding sources.
- iii. A list of **outside funds applied for** and their status
- iv. A list of **governing body members** and officers, if applicable.
- v. The most recent **audited financial report** from within the past three years.
- vi. For **non-profit organizations**, attach evidence of **501(c)(3)** status, including:
 - 1. **IRS Tax Determination Letter**
 - 2. **Articles of Incorporation**
 - 3. **Organization By-Laws**
 - 4. **[Sam.gov](https://www.sam.gov) Active Registration Status**

XI. Application Evaluation and Selection Criteria

1. Application Evaluation

The evaluation of qualifications will be performed by a Selection Committee composed of representatives of the Mayor's Office, Comptroller's Office, the Aldermanic President's Office, and the Department of Health, in accordance with the guidelines established by Ordinance No. 64102 and the Regulations established by the Board of Public Service. They will consider the following in the selection of organizations qualified to perform the services requested above:

- a. Specialized experience, qualifications, and technical competence of the organization, its principals, project manager, and key staff;
- b. Ability of the organization to provide innovative solutions.
- c. Approach to the project and any unusual problems anticipated.
- d. The capacity and capability of the organization to perform the work within the time limitations.
- e. Past record and performance of the organization with respect to schedule compliance, cost control, and quality of work.
- f. Proximity of the organization to the City.
- g. Fees or fee structure as may be appropriate for the service to be provided.
- h. Availability of financial and operating resources as required to complete the work;

- i. Ability of the organization to meet statutory or ordinance requirements;
- j. Other relevant criteria as may be developed by the Department of Health (such as the scoring as set forth below) or developed by the Selection Committee with regards to future proposal requirements. One such relevant, though not determinative, consideration will be the organization's commitment to the City of St. Louis and M/WBE participation if required by ordinance.

The Department of Health reserves the right to interview, or call for a presentation from, any Respondent submitting a response. The Department of Health also reserves the right to discuss the proposals with any or all Respondents. The Department of Health may request additional submission of information during the negotiations of any contract

2. Scoring

To aid in selection, all applications will undergo the following evaluation process. An assessment by an Evaluation Review Committee will evaluate the proposal using the below point scores. The total points possible are 100. Interviews of proposed finalists may occur at the discretion of the City of St. Louis Department of Health. Upon recommendation, the City of St. Louis Department of Health reserves the right to interview one or more organizations submitting proposals, request additional information as the City of St. Louis Department of Health may deem necessary, and/or reject any or all proposals with or without cause.

Capabilities of Applicant/Organization Description	15 Points
Target Population	10 Points
Plan for Achieving Oral Health Care Services	30 Points
Collaboration and Coordination	10 Points
Quality Improvement & Evaluation	15 Points
Budget	20 Points
Total	100 Points

XII. Miscellaneous Terms and Conditions Applicable to RFP

A. 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 **"RFP – RYAN WHITE ORAL HEALTH CARE SERVICES - MO"**. The Department of Health will not merge, collate, or assemble respondents' materials.

B. 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 dohga@stlouis-mo.gov, attached to an email, containing a subject heading of "Revisions to this RFP". In the event that it becomes necessary to clarify or revise this RFP, 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 RFP located at the following address:

<https://www.stlouis-mo.gov/government/procurement.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 RFP. It is the sole responsibility of Respondents to be knowledgeable of all addenda related to this RFP.

C. Contents of Applications

All materials submitted in accordance with this RFP 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 RFP should be assumed to be subject to public disclosure.

D. Respondent’s Responsibility

Respondents assume sole responsibility for the complete effort required in this RFP. 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 RFP. By applying to this RFP, Respondents represent that they are satisfied, based upon their own investigation, with all the requirements of this RFP.

XIII. Standard Contract Terms

Any contract entered into pursuant to this RFP shall require the inclusion of the following, or substantially similar, terms. By applying to this RFP, Respondents agree to adhere to such terms:

A. Recordkeeping & Audits

Contractor shall provide the City monthly written programmatic updates in the manner prescribed by the City of St. Louis Director of Health, City of St. Louis Health Commissioner, or their designee(s). The contractor 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, and/or authorized agents to the extent necessary to adequately permit evaluation and verification of Contractor’s full compliance with any contract documents. In those situations where Contractor’s records have been generated from computerized data or records, in addition to hard copy (reports), Contractor 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 any contract’s activities shall be retained by Contractor for a period of at least five (5) years from the date of final payment under any contract and for any longer period, if any, required by local, state or federal agencies. Contractor 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, Contractor shall allow such entities to monitor the services provided by Contractor through site visits during normal business hours. Contractor shall make all records available for inspection by representatives of the City during normal business hours. In addition, Contractor 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 Contractor is notified in writing by City to extend the retention period, Contractor 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 Contractor's accounts relating to any contract 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 Contractor in a manner that is satisfactory to City;
- c. Repayment of questioned costs to the City.

B. Non-Discrimination Policy

Contractor agrees that neither he/she nor anyone under his/her control will permit discrimination against any business, employee, applicant, client or subscriber because of race, creed, color, disability, religion, sexual orientation, national ancestry or origin. Further, the Contractor shall comply with all applicable requirements and provisions of the Americans with Disabilities Act (ADA).

C. Public Records Law

The Parties to any contract 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 Contractor, nor of any record disclosed pursuant to the Act. Nothing in any awarded contract shall 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 City determines in its sole discretion is a public record subject to disclosure under the Act.

D. Living Wage

Contractor shall cause all labor performed under any contract that is subject to the provisions of the Living Wage requirements set forth in City Ordinance 65597, as codified in Chapter 3.99 of the Revised Code of the City of St. Louis, to comply with such Ordinance. Certain terms used in this section have the meanings set forth in that Ordinance. Ordinance 65597 requires a Living Wage for certain City contracts where the total value of the contract is \$50,000 or more in any twelve-month period. Contracts subject to the Living Wage and the Service Contract Minimum Prevailing Wage under Ordinance 62124 must pay a minimum wage that is the greater of the two. The latest calculation of the Living Wage under this Ordinance is set forth in the St. Louis Airport Authority's Annual Living Wage Adjustment Bulletin, which is attached hereto and incorporated herein. See Appendix 2. Contractor shall cause any service subcontract, if allowed by the City to require the subcontractor to abide by the terms of Ordinance Number 65597 and to pay and provide to all service employees the amounts required by said Ordinance.

Respondents shall submit with their application the Living Wage Acknowledgment and

Acceptance Declaration, attached as Appendix 3.

E. Service Contract Prevailing Wage

For all positions listed on the Secretary of Labor's wage and fringe benefits determination, located at <https://sam.gov/wage-determination/2015-5075/25> and as amended from time to time, Contractor will provide the minimum prevailing wage and the minimum prevailing fringe benefits on such posting 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). If Contractor subcontracts any services for which Contractor is obligated under any contract, Contractor 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.

F. Unauthorized Aliens Affidavit

Contractor 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 any contract, and affirm that it does not knowingly employ any person who is an unauthorized alien in connection with any contract pursuant to the above-stated Statutes.

G. Compliance with Anti-Discrimination Against Israel Act Affidavit

Subrecipient shall, pursuant to the provisions of 34.600 of the Revised Statutes of Missouri, by sworn affidavit (attached here to as Attachment T) 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.

H. Independent Contractor

Contractor is, and at all times hereunder, shall be and remain an independent contractor, and nothing herein shall be interpreted to mean that Contractor or any of its employees or agents is an employee or agent of the City of St. Louis.

I. Indemnification

Contractor will protect, defend, and hold the City, and its Board of Aldermen, and its officers, employees, and agents completely harmless from and against all liabilities, losses, suits, claims, judgments, and fines or demands arising by reason of injury or death of any person or damage to any 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 or incident to any contract and the use or occupancy of the City's premises and the acts or omissions of Contractor's officers, agents, employees, consultants, subcontractors, licensees,

invitees, or independent consultants regardless of where the injury, death, or damage may occur, unless and to the extent such injury, death or damage is caused by the negligence of the City. The Contractor will also use counsel reasonably acceptable to the City Counselor of the City, or his/her designee, in carrying out its obligations under any contract. 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 any contract. The Provisions of this section survive the expiration or early termination of any contract.

J. Insurance

Contractor shall procure and maintain, at Contractor's expense, the following insurance coverage for the period of any contract:

- a. General Commercial Liability: Coverage insuring property damage and injury to persons occurring on Subrecipient's premises or as a result of its operations under this Agreement of at least \$1,000,000.00 each occurrence/\$3,000,000.00 general aggregate.
- b. Professional Liability (Errors and Omissions): For subrecipients providing medical or legal services, coverage of at least \$1,000,000.00 per occurrence/\$2,000,000.00 aggregate if applicable. Medical services providers include core medical service providers and medical case management service providers. Core medical service providers include outpatient/ambulatory health, oral health (dental), and mental health service providers. If "occurrence" coverage is unavailable or cost prohibitive, Subrecipient may procure and maintain "claims made" coverage provided the following conditions are met: (1) the commencement date of this Agreement must not precede the effective date of insurance coverage; and (2) continuing liability coverage (or "tail" coverage) must be in force for claims that are made up three years after the expiration, termination or cancellation of this Agreement.
- c. Automobile/Motor Vehicle Liability: Coverage (including non-owned and hired vehicle coverage) of at least \$500,000 personal injury and \$500,000 property damage; or of at least \$1,000,000 combined limit, if Subrecipient uses an automobile to transport clients or for any other business purposes under this Agreement.
- d. Worker's Compensation Insurance as required by the State of Missouri;

These amounts included above shall not be construed to limit the liability of the Contractor.

Certificates of Insurance (ACORD Form) evidencing the policy dates and policy coverages of such insurance must be provided to the City of St. Louis prior to execution of any Contract.

Insurance policies provided shall name "The City of St. Louis" as an Additional Insured to the policy and all policy coverage shall be primary and non-contributory.

Contractor'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. In addition, the Insurance company must have a financial strength rating 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 Contractor, its officers, agents, employees, consultants, subcontractors, licensees, invitees, representatives, and independent consultants and, contractual liability insurance sufficient to cover Subrecipient's indemnity obligations hereunder. The City will have no liability for any premiums charged for such coverage. This insurance requirement is not intended to, and does not make the City a partner or joint-venture with Subrecipient in its operations hereunder. 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 Subrecipient's policy.

K. 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, any contract 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 Contractor of any such re-appropriation. Non-appropriation or re-appropriation shall not constitute a default hereunder.

L. Prohibition on Limitation of Liability Clauses

Any clause in any contract interpreted to limit Contractor's liability shall not be enforced to the extent that it acts as a limitation of Contractor'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 any contract;
- 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 any contract;
- c. Limitations, exclusions, or disclaimers on the City's right to bring suit for losses, damages, injuries, costs, or expenses.

M. Termination

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

Any contract 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 any contract'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 Contractor fails to cure it

shall indemnify the City against any loss caused by its failure to perform and abandonment of any contract.

N. City Data Offshore Use and Storage

If during the term of any contract, Contractor or subcontractor has certified that City data will be used and stored on servers in the United States and proceeds to shift City data or use thereof outside of the United States, Contractor shall be deemed in breach of contract, unless the City of St. Louis Department of Health shall first have determined in writing that extraordinary circumstances require the shift of the City's data use or storage or that a failure to shift the City's data use or storage would result in economic hardship to the City.

If during the term of any contract, City data is received or modified by Contractor's or subcontractor's offshore workers or servers, such offshore receipt or modification of City data will be deemed a breach of contract.

Each vendor submitting a bid to the City shall be required to provide certification of the location where City data will be used and, if applicable, the location of the server or servers on which City data will be stored, and whether the vendor contemplates a necessary use or storage of City data offshore.

The City shall not award a contract to a vendor who contemplates using or storing City data (or having a subcontractor use or store City data) pursuant to the contract at a site outside the United States, or does not provide disclosures as required above, unless one of the following conditions is met:

- a. The vendor or its subcontractor provides a unique good or service; the particular good or service is deemed mandatory for the purposes of the purchasing agency; and no comparable domestically-provided good or service can adequately duplicate the unique features of the good or service provided by the vendor or its subcontractor; or
- b. A significant and substantial economic cost factor exists that outweighs the economic impact of ensuring use or storage of City data within the United States, such that a failure to use the vendor or subcontractor's services would result in economic hardship to the City; or
- c. The vendor or its subcontractor maintains a significant business presence in the United States and only performs a trivial portion of work under the contract outside of the United States.

O. Prohibition of Clickwraps and End User License Agreements

The Parties shall not be bound by any digitally-mediated clickwrap or end user license agreement (EULA) that relates directly or indirectly to the work or transaction contemplated by any contract. Any such EULA accepted by any City employee that relates directly or indirectly to the work or transaction contemplated by any contract shall be non-binding on the Parties to any contract.

P. Earnings Tax Requirements

Every contract for services executed on behalf of the City shall require certification from the Collector of Revenue dated not more than thirty (30) working days prior to the execution of the

contract stating that the contractor 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 contractor has a current business license, if applicable. Any contract for services executed without such certifications shall be void and of no force or effect.

Every contract 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.

XIV. Governing Law and Venue

This RFP, and any contract 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 RFP or any subsequent contract shall be in the Circuit Court of the Twenty-Second Circuit, Missouri.

Appendices

APPLICATION COVERSHEET

APPLICANT INFORMATION		
1) Legal Name:		
2) Mailing Address (incl. address, street, city, county, state, and zip code):		Check if address change ☐
3) <u>PAYEE</u> Mailing Address (if different from above):		Check if address change ☐
4) Federal Tax ID No.:		UEI:
5) Type of Entity (check all that apply):		
☐ City ☐ County ☐ Other Political Subdivision ☐ State Agency ☐ Indian Tribe ☐ College or University	☐ Nonprofit Organization* ☐ For Profit Organization* ☐ Community-Based Organization ☐ Minority Organization ☐ Individual	☐ FQHC ☐ State Controlled Institute of Higher Learning ☐ Hospital ☐ Private ☐ Other (specify): _____
* If incorporated, provide 10-digit charter number assigned by Secretary of State		
6) Proposed Budget Period:	Start Date:	End Date:
7) Counties Served by Project:		
8) Amount of Funding Requested:		10) Project Contact Person:
9) Projected Expenditures: Does applicant's projected state or federal expenditures exceed \$500,000 for applicant's current fiscal year (excluding amount requested in line 8 above)? ** ☐ Yes ☐ No <i>**Projected expenditures should include funding for all activities include "pass through" federal funds from all state agencies and non-project related funds</i>		Name: Phone: Fax: Email: 11) Financial Officer: Name: Phone: Fax: Email:
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.		
12) Authorized Representative: Check if change ☐ Name: Title: Phone: Fax: Email:		13) Signature of Authorized Representative 14) Date:

Appendix 1

APPLICATION CHECKLIST

Please review and enclose this checklist to ensure that your application is complete. Applications that do not contain a copy of each of the items below will be considered incomplete and will not be reviewed.

Application Cover Sheet	_____
Application Checklist	_____
Project Abstract	_____
Program Narrative	_____
A. Capability of Applicant	_____
B. Target Population	_____
C. Plan for Achieving Oral Health Care Services	_____
D. Collaboration & Coordination	_____
E. Quality Improvement & Evaluation	_____
F. Budget & Financial Data	_____
a. Budget & Narrative	_____
b. Financial Information (attachments)	_____
i. Organization's Budget	_____
ii. Contract-Sources (2026-2027)	_____
iii. Outside Funding	_____
iv. Listing of Board Members	_____
v. Current Financial Report	_____
vi. If applicable, 501(c)3	_____

PROPOSAL ATTACHMENTS

1. Current business license or waiver
2. Verification of current with City taxes
3. Sam.gov Active Registration Status
4. Proof of non-profit status (if applicable)
5. Living Wage Declaration Form
6. Unauthorized Alien Employee Affidavit
7. Compliance with Anti-Discrimination Against Israel Act Affidavit
8. Programmatic Risk Assessment
9. Organizational Chart
10. Resumes and Job Descriptions of Key Staff (include for all staff positions that will be financially supported by this grant if awarded)
11. Letters of Support/Memorandums of Understanding/Contracts/Letters of Intent
12. Financial Information (as stated in Section X.7.)

ST. LOUIS LIVING WAGE ORDINANCE
LIVING WAGE ADJUSTMENT BULLETIN

NOTICE OF ST. LOUIS LIVING WAGE RATES
EFFECTIVE APRIL 1, 2026

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 **\$17.08** 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 **\$22.63** 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) The prevailing fringe benefits rate, as required under Ordinance and defined by section 6.20.010 of the Revised Code of the City of St. Louis, is **\$5.55** 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, 2026**. 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 <https://www.stlouis-mo.gov/government/city-laws/ordinances/ordinance.cfm?ord=65597> or obtained from:

City Compliance Official
c/o St. Louis Airport Authority
St. Louis, MO
(314) 426-8111



CITY OF ST. LOUIS LIVING WAGE ORDINANCE NOTICE TO EMPLOYEES

**St. Louis Living Wage Rates
Effective April 1, 2026**

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 Aldermen. 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 **\$17.08** per hour plus at least **\$5.55** per hour in health benefits or **\$22.63** per hour if health benefits are not offered.

Retaliation

You cannot be transferred, demoted or terminated for reporting violations of the Living Wage Ordinance. 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

The City has a Living Wage Ordinance (Ordinance No. 65597, codified at Chapter 3.99 of the Revised City Code of St. Louis (2020) and associated Regulations. If applicable, Respondent must agree to comply with the following measures:

1. **Minimum Compensation:** Respondent hereby agrees to pay an initial hourly wage to each employee performing services related to any contract entered into pursuant to this RFP 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. For the latest Bulletin and more information on the living wage, go to: <https://www.flystl.com/civil-rights/business/business-diversity-development-1/living-wage>
2. **Notification:** Respondent agrees to 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 contract execution for existing employees, and within thirty (30) days of employment for new employees.
3. **Posting:** Respondent agrees to 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 any contract entered into pursuant to this RFP.
4. **Subcontractors-Service Contracts:** Respondent agrees to require subcontractors to comply with the requirements of the Living Wage Regulations, and hereby agrees to be responsible for the compliance of such subcontractors. Respondent shall include Living Wage Compliance Provisions in any contract with such subcontractors.
5. **Term of Compliance – Service Contracts:** Respondent agrees to comply with these Living Wage Compliance Provisions for as long as work related to any contract entered into pursuant to this RFP is being performed by Respondent's 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:** Respondent shall provide the Annual Reports and attachments required by the Ordinance and the Regulations.
7. **Penalties:** Respondent acknowledges and agrees 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:
8. **Suspension and/or termination of the contract, subcontract, lease, concession agreement, or financial assistance agreement by the City;**

Appendix 3

9. Forfeiture and repayment of any or all of the financial assistance awarded by the City of St. Louis;
10. Barring the Contractor from eligibility for future City contracts and/or financial assistance until all ordered relief has been made or paid in full;
11. 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.

**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: _____

RFP TITLE: _____

DATE: _____ **PREPARED BY:** _____

PREPARER'S TELEPHONE NUMBER: _____

PREPARER'S EMAIL 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 any contract or subaward that will be executed with a successful Respondent pursuant to this RFP 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: _____

Appendix 4

STATE OF _____)
)SS.
COUNTY OF _____)

UNAUTHORIZED ALIEN EMPLOYEE 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
_____ (Contractor), and I have the legal authority to make the following
assertions:

1. _____ (Contractor) 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 285.555 of the Revised Statutes of Missouri 2000, as amended.
2. Pursuant to Sections 285.525 through 285.555 of the Revised Statutes of Missouri 2000,
as amended, _____(Contractor) 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:

Standards of Care

St. Louis TGA: Ryan White Universal Standards of Care

PC Approved: 07.17.2019

Revisions approved by PC: 12.11.2019

All references and Health Resources and Services Administration (HRSA) guidance are current as of May 2019.

St. Louis TGA Program Guidance	
Federal Poverty Level:	Clients must have a gross family income at or below 300% unless it's different in a specific service category or an exemption is granted by the Recipient in cases of hardship using their established process.
Service Charges:	Must comply with Ryan White legislative requirements on service charge limits and cannot deny services to clients for inability to pay.
Service Caps:	Service-specific only.
Service Unit:	Service- specific only.
Unallowable Cost:	Cash payments to intended clients of HRSA Ryan White HIV/AIDS Program funded services. Service delivered without an active referral in client-level database.

Part A Transitional Grant Area (TGA)

Eligibility Determination and Recertification Process:

Purpose: Eligibility criteria enable the Ryan White HIV/AIDS Program (RWHAP) Part A system to assure that resources are used to serve low-income residents who do not have another source of care. This policy will support case managers and others who are responsible for determining eligibility and completing six-month re-certification for clients utilizing services in the St. Louis Transitional Grant Area (TGA).

Policy: *The following are the basic eligibility criteria necessary to be enrolled in any St. Louis TGA Part A-funded core medical or support services:*

- HIV+ status: All RWHAP Part A clients must have a diagnosis of HIV. Affected individuals are eligible for services in limited situations
- Residence in the TGA
- Income status: All RWHAP Part A clients must have gross family income at or below 300% of the Federal Poverty Level (FPL)

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- Insurance status: Uninsured or underinsured

In addition, St. Louis TGA requires proof of identity.

Procedures:

Initial Eligibility Determination, Annual Recertification and Six-Month Recertification

Procedure:

- An Initial Eligibility Determination, an Annual Recertification, and a Six-month Recertification procedure will be followed with all RWHAP Part A clients, regardless of the RWHAP Part A services they receive.
- Annual Recertification is defined as a recertification procedure including the collection of more in-depth supporting documentation, similar to that collected at the Initial Eligibility Determination taking place at least once a year (whether defined as a 12-month period or calendar year).

Subrecipient: The legal entity that receives Ryan White HIV/AIDS Program funds from a recipient and is accountable to the recipient for the use of the funds provided. Subrecipients may provide direct client services or administrative services directly to a recipient. Subrecipient replaces the term "Provider (or service provider)."

PART A ORAL HEALTH CARE SERVICES STANDARDS

Please refer to St. Louis TGA **Oral Health Care Service Standards** for the most up to date **Oral Health Care Service Standards** approved by the St. Louis TGA Planning Council:

<https://drive.google.com/file/d/1Gy33ye9HVQxEvjZDVVopdK9x-qZ2rd32/view>

DATE (MM/DD/YYYY)

IMPORTANT: If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must have **ADDITIONAL INSURED** provisions or be endorsed. If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER [NAME]		CONTACT NAME:	
		PHONE (A/C, No, Ext):	FAX (A/C, No):
		E-MAIL ADDRESS:	
		INSURER(S) AFFORDING COVERAGE	NAIC #
		INSURER A : [REQUIRED]	[REQ'D]
INSURED [NAME]		INSURER B :	
		INSURER C :	
		INSURER D :	
		INSURER E :	
		INSURER F :	

COVERAGES

CERTIFICATE NUMBER:

DEFINITION NUMBERED:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADD L INSD	SUB R WVD	POLICY NUMBER	POLICY EFF MM/DD/YYYY	POLICY EXP MM/DD/YYYY	LIMITS
	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES POLICY ☐ PROJECT ☐ LOC OTHER: ☒	X					EACH OCCURRENCE \$ [1,000,000] DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ GENERAL AGGREGATE \$ [3,260,000] PRODUCTS - COMP/OP AGG \$ \$
	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS NON-OWNED AUTOS ONLY HIRED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ [1,000,000] BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	UMBRELLA LIAB EXCESS LIAB DEDU RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY? ☐ Y/N PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						PER STATUTE OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA \$ EMPLOYEE E.L. DISEASE - \$ POLICY LIMIT

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)									
--	--	--	--	--	--	--	--	--	--

CERTIFICATE HOLDER City of St. Louis 1200 Market St. Saint Louis, MO 63103	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE
--	--

Risk Assessment Questionnaire (RAQ)

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.

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).

If needed, you can attach additional information/documentation to this form to supplement answers supplied herein.

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

Organization Name:	
Program associated with this RAQ:	
Contact information for person completing this RAQ (name, phone, and email):	

ORGANIZATIONAL ATTRIBUTES			
Risk Category	Low	Medium	High
Organization Type	University, larger political subdivisions, National nonprofit organization	Smaller political subdivisions, large size nonprofit organization	Medium and small size nonprofit organization, small organization
Maturity of Organization	Mature (e.g. more than 15 years)	More than 10 years	Start-up to less than 10 years
Code of Conduct written policy for all agency staff and board members	In place	In development	None
Conflict of Interest written policy (real of perceived) for agency staff including programmatic and administrative staff and board members	No		Yes
Does the organization have or previously had a lawsuit(s) filed against them?	No		Yes
If the organization was a previous recipient, did the organization have frequent on-site monitoring visits?	No		Yes
Were there findings/violations in the prior visit?	None	A couple	Several

AWARD ATTRIBUTES			
Risk Category	Low	Medium	High
Award Type	Contractor	Cooperative agreement or grant with special conditions	Subaward Agreement
Difficulty of Scope of Work & Deliverables	Report only-easily met objectives	Possibility of change in scope of collaborative work scope	Program services, tangible products, service deliverable necessary to achieve program success
Transparency/Frequency of Reporting	Frequent reporting or easily assess progress based on milestones or observable outcomes	At least yearly reporting based on milestones or observable outcomes	No reporting until the end of the project and/or no measurable or observable milestones or outcomes
Performance Measures	Performance measures/outcomes are in place and progress is being made towards all goals/outcomes	Performance measures/outcomes are mostly in place and progress is being made on at least 75% of goals	Performance measures are not in place and/or progress is being made on <75% of goals
Planning Service Areas/Populations	All service areas/populations outlined in the award are receiving services	Some service areas/populations outlined in the award are receiving services	Few or no service areas/populations outlined in the award are receiving services

FINANCIAL ACCOUNTABILITY			
Risk Category	Low	Medium	High
Accounting/Procurement Systems	Systems have been approved (recent Single Audit is an indicator)	Systems less qualified to handle larger amounts of federal money (Standard or Financial audit conducted but no Single Audit)	No systems in are not in place, or systems are new or not sufficient
Organization has written policies and procedures in place governing all financial transactions	In place	In development	None
Amount/Percentage of Award Subcontracted	Lower funding levels or percentage of total funds allocated to subrecipient, or no subcontracting at all	Subcontracted Funding is a large part of a smaller award	Subcontracted funding level is high
Negotiated Indirect Cost Rate Agreement	Has detailed negotiated rate agreement	Has simple rate agreement	Does not have negotiated rate agreement
Organization undergoes formal audits based on level of funding as required	Receives \$750,000 or more in federal funding annually AND undergoes a Single Audit as required	Does not receive at least \$750,000 in federal funding BUT undergoes a formal audit as required	Organization has been delinquent on a recent audit or has not had a financial audit
Cost sharing	Subrecipient has made no commitment to share costs		Subrecipient has committed to fund program costs not paid by City
Rate of subrecipient spending on award	Pace of spending is consistent with budgeted amounts per year	Pace of spending slightly accelerated compared to budgeted amount per year	Spending far outpaces that which was contemplated in the submitted budget

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Risk Category	Low	Medium	High
Tax Status	For-profit subrecipients are associated with decreased risks and may require a lesser degree of oversight		Not-for-profit subrecipients are associated with increased risks and may require a greater degree of oversight
Timeliness in responding to program or fiscal questions	Quick (<2 days)	Intermediate (3-5 days)	Slow (>5 days)
What percentage of overall funding of this entity is from this contract or agreement?	None (0%)	Some (<30%)	Substantial (>30%)
Are there variations between expenditures and the budget?	None	A couple	Several
Has the entity returned (lapsed) significant unspent funds?	None (0%)	Some (<30%)	Substantial (>30%)
Does the entity have a large amount of budget carryover?	None (0%)	Some (<30%)	Substantial (>30%)
Has the entity provided adequate supporting documentation for invoicing and reporting requirements?	Yes	Some documentation missing/late	Substantial documentation missing/late
Organizations files a 990 annually	Yes		No

AGENCY GOVERNANCE			
Risk Category	Low	Medium	High
Organization has and follows written and approved by-laws	Yes		No, or has no by-laws
Organization has an active Board which meets regularly or as required in approved by-laws	Yes		No, or has no Board

HISTORY OF PERFORMANCE			
<i>*If organization has no history of performance with City, place them in High-Risk category to enable more extensive monitoring</i>			
Risk Category	Low	Medium	High
Prior experience with City of St. Louis	Previous positive City program experience	Previous City program experiences may have some minor concerns	Previous negative experience
Organizational experience managing grants of comparable scope and/or capacity	Substantial (e.g. >15 years)	>10 years	Little to none (<10 years)
Reliability of submitted documents	On-time, accurate, no post adjustments	Minimal revisions (less than a couple times per year)	Frequent revisions; late reports; frequent requests for assistance
Organization has a digital system in place to adequately track program beneficiary income and demographics	In place	In development	None
In the last two fiscal years, has your organization been out of compliance with Programmatic Agreement terms and conditions of any awards	No compliance issues involved	Minimal compliance issues	Major compliance issues
Corrective Action Plans (CAP)	Has not required a CAP for 5 or more consecutive monitoring periods	Has required a CAP within the last 4 monitoring periods	Currently under a CAP

STAFFING			
Risk Category	Low	Medium	High
Staff Resources	Little or no turnover of key personnel	Some turnover, vacant positions quickly filled	Staff positions often/continually vacant. High rates of turnover.
Organization meets funder requirements for staffing changes, including job description, new staff onboarding, and task performance tracking	Meets all requirements	Meets most requirements	Missing most or all of funder requirements regarding staffing
Organization has fully dedicated compliance staff	At least one staff member full time position dedicated to compliance	At least one staff member part time dedicated to compliance	No staff members are tasked with ensuring compliance

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 claims or otherwise (2 CFR 200.415)

Authorized Signature	Date
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Appendix 8

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 _____ (Organization), and I have the legal authority to make the following assertion and certification and do hereby certify that pursuant to RSMO. Section 34.600, _____ (Organization) 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:

SUPPLEMENT OF REQUIRED PROVISIONS

The City of St. Louis, Missouri (the “City”) is the recipient of Ryan White HIV/AIDS Program Part A (“Ryan White”) funds from the United States Department of Health and Human Services (“DHHS”) through its Health Resources and Services Administration (“HRSA”). In consideration for receiving Ryan White funds as a Subrecipient or Contractor (hereinafter referred to as “Contractor”) for eligible expenses under Ryan White, the Contractor shall comply with the following required terms and conditions to the Agreement (the “Supplementary Conditions”).

The Contractor shall attach these Supplementary Conditions to all subcontracts and subawards and shall require that all subcontractors attach these Supplementary Conditions to their sub-subcontracts and sub-subawards 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 Ryan White 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 Ryan White funds, including but not limited to the applicable Office of Management and Budget Circulars and 2 CFR 200 *et seq.* (the “Uniform Guidance”), as codified by DHHS in 45 CFR 75. The Contractor, and, if applicable, subcontractors, shall only use Ryan White funds for eligible Ryan White activities as described in Public Health Service Act, 42 U.S.C. 300-ff- 11 *et. seq.*, as amended by the Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87), and Ryan White HIV/AIDS Program Services: Eligible Individuals & Allowable Uses of Funds Policy Clarification Notice (PCN) #16-02 and all other applicable laws, regulations, and guidance governing the use of Ryan White funds, including the DHHS Grants Policy Statement and any and all applicable HIV/AIDS Bureau (“HAB”) Policy Clarification Notices and Program Letters and National Monitoring Standards (“NMS”) for RWHAP Part A Recipients. If Contractor fails to comply with federal statutes, regulations, or the terms and conditions of the award, Recipient reserves the right to impose additional conditions, as described in 45 CFR §75.207, as applicable.
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

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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/was supported by the Health Resources and Services Administration (HRSA) of the U.S. Department of Health and Human Services (HHS) under [grant number and title for grant amount (specify grant number, title, total award amount and percentage financed with nongovernmental sources)]. This information or content and conclusions are those of the author and should not be construed as the official position or policy of, nor should any endorsements be inferred by HRSA, HHS, or the U.S. Government.”
5. **ADMINISTRATIVE, COST, AUDIT AND PROGRAM REQUIREMENTS.** The Contractor must comply with the most recent version (unless a specific version is noted) 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 Principles, 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 13 and 14 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 Ryan White related requirements and regulations pertaining to recordkeeping and reporting.
7. **SAM and DUNS.** 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; and
 - c. Provide its unique entity identifier in each application or plan it submits to the Federal awarding agency.
 - 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.
 - e. Maintain a current Dun and Bradstreet account (DUNS #).
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

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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. The Contractor shall have and enforce a Conflict of Interest policy and procedure and shall comply, as applicable, with the St. Louis Transitional Grant Area RWHAP Part A Conflict of Interest Policies and Procedures.
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.
 - 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

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agreement, the Contractor shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions].

- c. No funds under the Contract will be used to pay the salary or expenses of the Contractor, or agent acting for the Contractor, to engage in any activity designed to influence legislation or appropriations pending before the United States Congress, Missouri General Assembly or Illinois General Assembly.
13. The Contractor shall have and enforce policies and procedures regarding lobbying activities. The 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.
14. **AUDIT / ACCESS TO RECORDS.** The City, DHHS, HRSA, the Comptroller General of the United States, the Government Accountability Office, 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. This access also includes timely and reasonable access to Contractor's personnel for the purpose of interview and discussion related to such documents. The rights of access in this section are not limited to the required retention period but last as long as the records are retained. 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.
15. **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 DHHS, or (ii) for the minimum retention period that may be provided under the Agreement, whichever is longer.
16. **ACCESSIBILITY.** Contractor shall make all files, including captioning, audio descriptions, videos, tables, graphics/pictures, registration forms, presentations (both audio and video) or other types of proprietary format files – e.g., Adobe Portable Document Format (.pdf), Microsoft Office PowerPoint (.ppt) and Microsoft Excel (.xls), fully accessible to members of the public with disabilities consistent with the technical and functional standards for accessibility as codified at 36 CFR Part 1194.
17. **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.

18. 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 a proposal 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.

19. 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.

20. NONDISCRIMINATION. The Contractor shall follow St. Louis RWHAP Part A Non-Discrimination Policy and shall have and enforce a non-discrimination policy compliant with said policy. The Contractor shall also 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:

21. 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;

- a. Equal Pay Act of 1963 (P.L. 88-38, as amended, 29 U.S.C. § 206(d));
- 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) 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;
- d. The Age Discrimination Act of 1975, as amended (42 U.S.C. 6101-6107) which prohibits discrimination on the basis of age;
- e. Equal Employment Opportunity-E.O. 11246, as amended; and
- f. Missouri State Regulation, 19 CSR 10-2.010, Civil Rights Compliance Requirements.

22. 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.

23. 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,

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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.

- 24. 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.
- 25. SECTION 503 OF THE REHABILITATION ACT OF 1973** (Applicable to contracts exceeding \$10,000). The Contractor shall comply with section 503 of the Rehabilitation Act of 1973 (29 U.S.C. § 793), as amended, and any applicable regulations.
- 26. 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 ProChildren 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. The 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. The 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 shall 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.
- 27. DRUG FREE WORKPLACE.** The Contractor shall certify that 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: Grants Administration, Attn: Program Manager, 1520 Market Street, Room 4027, St. Louis, MO 63103.
- 28. 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.

- 29. 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.
- 30. 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.).
- 31. 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.
- 32. 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.
- 33. 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.
- 34. 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)).
- 35. 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.
- 36. 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.

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- 37. 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.