



The Establishment and Operation of School-Based Health Centers In Three Elementary Schools and One Middle School in New Castle County

DSBHA RFP No. 23-001

Responses to Questions from Potential Bidders (“Responses”)

1. *Single or Multiple Bids:*

- a. *Can we apply for one SBHC, or do we need to apply for all?***
- b. *If we are bidding for all 4 sites, do we need to submit 4 different applications or one application covering all 4 sites?***

Bidders may apply for one center, multiple centers, or all centers as they deem appropriate for their operations. Only one bid needs to be submitted that clearly states which sites will be served by the bidder.

2. *Budget, Funding, and Payments:*

- a. *Why does a budget need to be submitted with a flat fee award?***

The all-funds budget allows the bid review team to understand how the bidder plans to allocate and manage resources to fulfill the mission, vision, and operations required by the RFP.

- b. *Can you provide more information about this requirement: “Prices quoted in the proposal must be firm and shall remain fixed and binding on the Applicant for 90 days from the deadline?”***

Notwithstanding that award(s) under this project (“Project”) shall be on a flat-fee basis, the Delaware School-Based Health Alliance (“DSBHA”) seeks specificity with respect to each bidder’s budget. Such specificity will allow DSBHA to negotiate agreements with successful bidder(s) that include accurate and binding assumptions regarding project costs.

- c. *When will the funds be dispersed?***

DSBHA will negotiate a contract with the successful bidder for each site. The first payment will be authorized upon final execution of the contract. As set forth in Item #25 of the Detailed Scope of Work (RFP Attachment D), funds will be distributed quarterly. All disbursements for the Project shall be contingent upon DSBHA’s timely receipt from the County of allocated Project funds, as well as DSBHA’s timely receipt from the successful bidder of all applicable invoices and other documentation. Specific requirements not already set forth in the RFP (*i.e.*, Item # 25 of Appendix D) will be set forth in the contract.

3. *Auditing and Reporting Obligations:*

- a. *In Appendix C, there is a section covering the “Reporting on Use of Funds” where the Treasury requires the County to provide regular reporting on use of funds. What is the reporting format for this data? What is the frequency of reporting? Is invoicing sufficient?***

With regard to New Castle County’s (“County”) reporting obligations to the U.S. Department of Treasury governing the use of Coronavirus State and Local Fiscal Recovery (CSLFR) Funds, please see the Treasury Guidance and the Treasury Terms and Conditions, each as defined in Appendix C of the RFP.

As a subrecipient of CSLFR Funds, DSBHA’s reporting and other obligations are set forth more fully in the Subaward Agreement by and between the County and DSBHA (“Agreement”), which was approved by New Castle County Council on May 9, 2023 (Resolution No. R23-084) and is attached hereto as Exhibit 1. In particular, potential bidders are encouraged to review Articles IV and V of the Agreement.

Among other things, the Agreement provides that DSBHA will be required to “periodically” report the status of the Project and DSBHA’s use of CSFLR funds, and will be “required to tender to the County records addressing how the funding was used for eligible expenses.” DSBHA is also subject to auditing by the County’s subaward monitoring agent to ensure compliance with its recordkeeping and other obligations.

All contract(s) between the DSBHA and successful bidder(s) will include language requiring the contractor to timely provide such documents and information as may be necessary for DSBHA to fulfill its obligations under the Agreement. Such documents will include invoices, submitted to DSBHA in accordance with Item #25 of Appendix D, and such other documents as may be necessary “to substantiate eligible expenses.” These may include, among other information, financial records, sales receipts, employee time records, contracts and purchase orders, statistical records, and other records pertinent to the Agreement.

b. Does DSBHA conduct the quality assurance audit? What will be the frequency of audits? Will they be planned or unannounced? Will they have specific areas of focus?

DSBHA expects the successful bidder to establish an internal quality assurance and quality improvement process consistent with best practice. DSHA will participate in the process as a technical assistance provider. This activity is not part of a formal audit process.

The successful bidder should plan its own approach to quality assurance as detailed in the applicable Delaware laws and regulations for SBHCs. DSBHA will work with the bidder to provide technical assistance and include the bidder in the DSBHA Evaluation Collaborative.

4. Staffing and Operations:

a. Do we need a nutrition consultant or can that be through the APN?

Service provision requirements, including with respect to nutrition consultation and education, may be found in Title 16, Section 4102 of the Del. Admin. Code, as well as in Appendix D of the RFP. For best practice recommendations, bidders are encouraged to review information on the national School Based Health Alliance website and the CDC website.

<https://www.sbh4all.org/>

<https://www.cdc.gov/healthyschools/index.htm>

<https://www.cdc.gov/nutrition/index.html>

b. Can we share staff from other SBHCs?

The bidder should fully describe its staffing plan to meet all regulatory, statutory, and RFP requirements. Services of a clinical provider and a mental health provider are expected to be available each day of the week. Sharing with other sites is a decision of the bidder and should be described in the bid response.

c. Page 29 of the RFP provides that the contact with DSBHA shall include a Program Manager, Training Consultant, administration and business support, and “DPH site inspection and certification.” However, pg. 37 (#2) of the RFP states that “the clinical partner (Contractor) is responsible for obtaining from DPH a determination that the facility is designated by the State of Delaware as a SBHC. Can you help us resolve the conflicting language or describe the difference between the two statements [on pp. 29 and 37]? [Also], given our current SBHC contracts and performance, what is the scope of the roles listed?

Appendix B (RFP pp. 25-35) is DSBHA’s proposal to New Castle County (the “Proposal”) for the use of federal Coronavirus State and Local Fiscal Recovery (CSLFR) Funds for the Project. The Proposal is included in the RFP only to provide background and context to potential bidders. It does not impose direct requirements upon the bidder. The role of the DSBHA is to manage the project as a subaward recipient from NCC.

The Detailed Scope of Work is Appendix D to the RFP (pp. 37-42). Bidders are bound by the requirements of Appendix D (among other requirements), not Appendix B. Item #2 of Appendix D provides that the successful bidder is responsible for meeting all requirements to be a certified center with DPH and to submit certification applications to DPH. For the avoidance of doubt, although DSBHA will provide oversight and assistance as appropriate, it is the successful bidder’s responsibility to meet the foregoing requirements.

The roles described on page 30 of the Proposal (Appendix B) do not apply to the bidder. As set forth above, these roles were included in the Proposal as part of DSBHA’s request for CSFLR Funds to generally state the functions that would require administrative support.

d. The Annual Funding on p. 37 of the Proposal includes staffing dollars for a Clinical Practitioner/Site Coordinator, a Mental Health Service Provider, a Nutrition Consultant, and an Administrative Assistant. Does our staffing model have to mirror this or can adjustments be made? Can the Nutrition Consultant be the APN, as they are trained to do this? Can the Administrative Assistant be a Medical Assistant/Patient Services Representative?

The bidder should propose the staffing model that it thinks is the best operational model, and that otherwise comports with all applicable laws, regulations, and RFP requirements. In its response, the bidder should include each member of the recommended team within the allocation of \$200,000 per year for each center. The administrative member of the team should be defined. All clinical providers must be well qualified, familiar with the care of children, and licensed to practice. Please see Appendix D of the RFP for specific requirements.

e. How are we to obtain current staffing models in the school to ensure our model and the schools model can work in tandem?

After the contract is awarded, the successful bidder is expected to develop coordination plans with the school administration the school district administration, and student support services staff of the school as part of the start-up phase of project implementation. The response to the RFP should

include a description of the planning and coordination that will take place with the school during project start-up.

5. Data:

a. Does the data have to go through the DISCO project?

The DISCO DataHub is a component of the Evaluation Collaborative funded by the national School Based Health Alliance as sub-grant from the federal Administration for Children and Families. This project is voluntary and at this time the focus is on including all the high school Wellness Centers in the data hub. The DSBHA would like the successful bidders to participate in the evaluation collaborative to explore ways to expand performance measurement and quality improvement. Use of the data hub is not required.

b. When does the data sharing agreement need to be executed? Is this reflective of participation with Apex or is it a separate agreement?

The data sharing agreement will be executed with the successful bidder as part of the contracting process. The agreement is separate from participation with Apex and the data hub, which is optional.

6. Letters of Support:

a. To clarify, do we need to have Letters of Support in addition to the Business References required for Attachment 4?

b. How many letters of support are required?

c. Can we obtain a letter of support from a district we are currently working in, or is that a conflict?

No letters of support are required. Generally, the information required to be submitted by bidders is described in Section IV of the RFP (pp. 6-7), among other sections and appendices. As noted by one potential bidder, each bidder must submit business references in accordance with Attachment 4. Each District will have a representative on the Proposal Evaluation Team.

7. District Buildout and Physical Facility:

a. What does the \$50,000 [District buildout] center renovations include? Desks, drywall installations? Are vaccine fridges and locking cabinets included in this? Do we take \$50,000 out of the \$200,000 allotted from the funding to cover start-up equipment and supplies? At a minimum, we require vaccine fridge, freezer, locking cabinets, office furniture, office supplies, exam tables, computers, printers for start-up items.

b. In Section III(B)(3) of the RFP (Scope of Work), each bidder must provide an operational plan to include staffing, hours of operation, a schedule of services, and a description of how the physical location will meet operational needs. When the RFP comes out we cannot speak to the districts regarding additional information about the RFP. How are we to obtain what the current physical location plans is to write how it will meet the needs? Does the facility meet the DPH requirements?

Regarding equipment and supplies, see item #24 of Appendix D. The bidder is responsible for equipment and supplies and should include these in the proposed budget.

As to operational plans, bidders are advised to be as specific as possible with regard to staffing, hours of operation, schedule of services, and any other information the bidder deems relevant. DSBHA makes no representations, and can provide no advice, regarding permissible or impermissible communications, but it is understood that no bidder has access to any “buildout” information with respect to any school. Bidders are therefore advised to construe the term “physical location” as the address of the school itself, and to discuss operational needs with regard to school demographics, population, and other relevant known factors—not based upon the physical buildout of the SBHC at the school(s).

Exhibit 1

Subaward Agreement

By and Between New Castle County and the Delaware School-Based Health Alliance

Dated on or About May 26, 2023

[Please see attached.]



CONTRACT TRANSMITTAL

To: CHIEF ADMINISTRATIVE OFFICER/COUNTY EXECUTIVE

From: Kaitlin Phillips Date: 5/15/2023

Contact Info: ~~Kaitlin Phillips~~ Ben Morris Levenson Amount: \$0.00

Tracking #: 20230214177 District:

Exp. Date: 12/31/9999 Renewal Date: 12/31/9999

Contract must be fully executed by: 12/31/9999 Council Approval(Y/N): N

Contract Type: Revenue Expenditure Other (explain)

Contract Was Bid: No Contract is over the annual threshold: No

Contract Description:

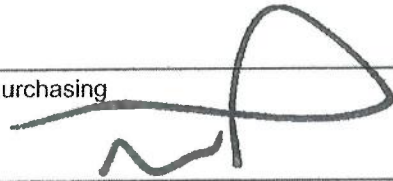
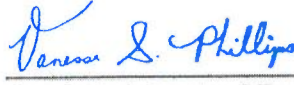
Delaware School Based Health Alliance - ARPA00069 which has been passed through county council as Resolution 23-084 authorizing the execution of the subaward agreement.

Fiscal Impact Disclosure

- * Explain specific revenue and/or expenditure, upon the operating/or grant budgets for current year and next 2 years.
- * Attach separate sheet for added information.
- * Enter purchase order amount, where applicable.

Requisition #: 2314413 Purchase Order:

I recommend that the County Executive execute the attached agreement

Department Manager	Date	Purchasing	Date
			5/26/23
Second Department Manager	Date	Chief Financial Officer	Date
Judith Mitchell for Wilson Davis	Digitally signed by Judith Mitchell for Wilson Davis Date: 2023.05.26 09:53:24 -04'00'		5/26/23
County Attorney	Date	Chief Administrative Officer	Date

SUBAWARD INFORMATION

The following information is provided pursuant to 2 C.F.R. § 200.332(a)(1):

Subrecipient Name (Must match UEI #): Delaware School Based Health Alliance, Inc.	Date of Subaward:
Subrecipient Representative: Marihelen Barrett – Executive Director	Subrecipient UEI #: TPQMP3K6UBG3
Subaward Number: ARPA00069	Total Amount of Federal Funds Obligated to Subrecipient: \$2,000,000
Project Title: Wellness Centers in High Need Neighborhoods Subrecipient Project Description: Provide seed funding to establish wellness centers in four elementary schools, one in each of Red Clay Consolidated, Christina and Appoquinimink School Districts and one middle school in Colonial School District. The schools selected are Title I schools serving families living in poverty who have been disproportionately impacted by the COVID-19 pandemic. Expenditure Category (SLFRF Guidance V. 5.0): 2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services R&D: <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No	
CFDA #: 21.027, Coronavirus State and Local Fiscal Recovery Funds	FAIN#: SLFRP4273 Federal Awarding Agency: U.S. Dept. of Treasury Federal Award Date: March 11, 2021 Federal Award Amount: \$108,531,220
Performance Period Start Date:	Performance Period End Date: December 31, 2026
Recipient: New Castle County County Contact: New Castle County Executive Office Ben Morris-Levenson 87 Reads Way New Castle, DE 19720 ben.morris-levenson@newcastlede.gov (302) 395-5126	

Subrecipient may access the UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS (2 C.F.R. Part 200) at: https://www.ecfr.gov/cgi-bin/text-idx?tpl=/ecfrbrowse/Title02/2cfr200_main_02.tpl.

SUBAWARD AGREEMENT

This subaward agreement (this "Agreement"), entered this _____ day of April, 2023, by and between New Castle County (the "County"), a political subdivision of the State of Delaware, and Delaware School Based Health Alliance, Inc., a Delaware nonprofit corporation ("Subrecipient"). The County and Subrecipient shall sometimes be referred to herein individually as a "Party" and together as the "Parties."

Recitals

WHEREAS, the County, as an eligible recipient, received a total of \$108,531,220 in Coronavirus State and Local Fiscal Recovery ("CSLFR") funds under the American Rescue Plan Act of 2021 ("ARPA"), Pub. Law. No. 117-2 from the United States Department of the Treasury ("Treasury"); and

WHEREAS, New Castle County Ordinance 21-129 and Ordinance 22-097 appropriated the full amount of CLSFR funds to the American Rescue Plan Act Grant for the County to respond to the COVID-19 public health emergency and its negative economic impacts, including \$5,700,000 appropriated for Health Equity under Ordinance 22-097; and

WHEREAS, in administering and using CSLFR funds, the County must comply with: (1) regulations and guidance by Treasury regarding the use of CSLFR issued funds, including the Compliance and Reporting Guidance for State and Local Fiscal Recovery Funds V.5.0 issued September 20, 2022 (the "Guidance"), and the Final Rule issued by Treasury on January 6, 2022, effective April 1, 2022, published at 87 Federal Register 4338 *et seq.* and 31 C.F.R. §§ 35.1 *et seq.* (the "Final Rule" and with the Guidance, the "Treasury Regulations and Guidance"), as each may be amended; (2) the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (the "Uniform Guidance"), 2 C.F.R. Part 200; and (3) the U.S. Department of the Treasury Coronavirus State Fiscal Recovery Fund Award Terms and Conditions (available at: https://home.treasury.gov/system/files/136/NEU_Award_Terms_and_Conditions.pdf) (the "Treasury Terms and Conditions"); and

WHEREAS, Subrecipient has requested CSLFR funds through an application, grant request or similar proposal (the "Request") and the County has determined that CSLFR funds may be appropriated to pay for the costs of administering the Project, as defined herein.

Agreement

NOW, THEREFORE, the Parties agree as follows:

I. AGREEMENT TERM

A. This Agreement shall become effective on the date of execution and end on June 30, 2025 (the "Initial Term"), *provided, however*, that the Subrecipient must comply with requirements that extend beyond the Initial Term, including, but not limited to: Indemnification (IV.C); Documentation & Recordkeeping (V.C.); Record Retention (V.D.); Internal Controls

(V.E); Personally Identifiable Information (V.F); Monitoring & Compliance (V.G); Close-Outs (V.H); Audits & Inspections (V.I); and Reporting Procedures (V.J).

B. This Agreement may be extended beyond the Initial Term only upon the written approval of both Parties; provided, however, that all terms and conditions of this Agreement shall remain in full force and effect unless this Agreement is specifically amended.

C. County, in its sole and absolute discretion, may terminate this Agreement at any time.

D. Subrecipient must return an executed copy of this Agreement within ten (10) days following the later of (i) the first distribution of CSLFR funds to subrecipient under this Agreement or (ii) the provision of this Agreement to Subrecipient for execution. If Subrecipient fails to timely return an executed copy of this Agreement as set forth herein and retains CSFLR funds for a period of ten (10) days following the date on which an executed copy of this Agreement is required to be returned to the County, Subrecipient will be deemed to have accepted all of the terms and conditions of this Agreement and be bound hereby.

II. PROJECT DESCRIPTION, REPORTING, BUDGET AND PAYMENT

A. Project Description.

1. Subrecipient shall undertake the project described in Exhibit 1 (the "Project"). Any conflict between the description of the Project contained in Exhibit 1 and this Agreement shall be resolved in favor of this Agreement.

2. The project shall be divided into two discrete parts: (a) build-out of wellness centers within certain identified schools ("Build-Out") and (b) the provision of wellness services ("Services"), as described in Exhibit 1, within the identified schools.

3. The identified schools (each a "School" and together the "Schools") are:

- a. Silver Lake Elementary (Appoquinimink School District)
- b. Brookside Elementary School (Christina School District)
- c. Calvin R. McCullough Middle School (Colonial School District)
- d. Richardson Park Elementary School (Red Clay Consolidated School District)

4. The Project is eligible for funding through CSLFR funds under Expenditure Category 2.25 Addressing Educational Disparities: Academic, Social, and Emotional Services, as set forth in the Treasury Guidance, and under 31 C.F.R. § 35.6(b)(3)(ii)(A)(11)(v).

5. The Project is primarily serving disproportionately impacted individuals because Silver Lake Elementary School, Brookside Elementary School, Calvin R. McCullough Middle

School and Richardson Park Elementary School are Title I schools and, therefore, students in those Schools are presumptively disproportionately impacted under 31 C.F.R. § 35.6(b)(2)(iii)(A).

6. The evidence in support of the Project includes Esther K. Adams *et al.*, Effect of Elementary School-Based Health Centers in Georgia on the Use of Preventative Services, *Am. J. Prev. Med.* 504-12 (Oct. 2020);¹ Satu Larson *et al.*, Chronic Childhood Trauma, Mental Health, Academic Achievement, and School-Based Health Center Mental Health Services, *J. Sch. Health* 675-86 (2017).² The amount of funds allocable to evidence-based interventions is \$1,940,000.00.

7. Subrecipient must report the following information at the intervals indicated:

- a. For the Build-Out phase, the total cost of building out the wellness center facility in each School, including the provision of invoices and receipts.
- b. For the Services phase:³
 - (i) Annual well child visits;
 - (ii) Annual risk assessments;
 - (iii) Body mass index (BMI) screening and nutrition/physical activity counseling;
 - (iv) Depression screening;
 - (v) National Center for Education Statistics (NCES) School ID of the schools that received funds; and
 - (vi) Number of students participating in evidence-based tutoring programs.

8. For the Build-Out phase, each School must follow any applicable procurement statute or regulation applicable to the School in obtaining goods and services related to the Build-Out phase.

9. For the Services phase, Subrecipient shall issue a request for proposal (“RFP”) in substantially the form attached hereto as Exhibit 2. The RFP must clearly state that all Services will be paid for using CSLFR funds and that successful bidders must cooperate with Subrecipient in complying with Subrecipient’s obligations under this Agreement including, but not limited to, Subrecipient’s reporting obligations. The RFP must be approved by the Schools and the County before it is issued by Subrecipient. The RFP is incorporated into this Agreement by reference. In the event of any conflict between this Agreement and the RFP, this Agreement will control.

¹ Available at <https://pubmed.ncbi.nlm.nih.gov/32863078/>.

² Available at <https://pubmed.ncbi.nlm.nih.gov/28766317/>.

³ See School-Based Health Alliance, Standardized Performance Measures for SBHCs (Jan. 2017), available at <http://www.sbh4all.org/wp-content/uploads/2017/01/Quality-Counts-Standardized-Performance-Measure-Definitions.pdf>.

B. Budget and Payment.

1. County will provide up to \$2,000,000.00 in CSLFR funds to Subrecipient to support the Project. The CSLFR funds shall be generally allocated as follows:

a. For the Build-Out phase, each School will be eligible to receive \$50,000 in CLSFR funds (\$200,000.00 in total). Up to \$20,000 per School may be advanced by Subrecipient to each School to commence the Build-Out phase. All remaining Build-Out phase funds shall be distributed by Subrecipient to each School upon receipt of invoices or receipts from the applicable School.

b. Subrecipient shall receive \$60,000 to compensate Subrecipient for managing the Project, to be paid as follows: (i) \$30,000 upon execution of this Agreement; (ii) \$15,000 upon completion of the Build-Out phase; (iii) \$15,000 upon execution of an agreement or agreements to provide the Services in each of the Schools.

c. The remaining \$1,740,000 will be allocable to the Services and will be distributed to Subrecipient quarterly according to the following schedule:

Payment Date	Payment Amount
July 31, 2023	\$250,000.00
September 29, 2023	\$250,000.00
December 29, 2023	\$250,000.00
March 29, 2024	\$250,000.00
June 28, 2024	\$250,000.00
September 30, 2024	\$250,000.00
December 30, 2024	\$240,000.00

2. Funds not distributed to Subrecipient upon execution of this Agreement shall be distributed according to the following procedures:

a. Requests for distributions must be submitted via email to ben.morris-levenson@newcastlede.gov and aundrea.almond@newcastlede.gov. Incomplete applications may result in a delay in a decision regarding of funding requests.

b. Upon receipt of the request, the County will confirm receipt of application by email.

c. The received request will be reviewed and Subrecipient will receive a notification by email indicating denial and/or approval of the funding request within approximately five (5) business days.

d. Notification emails approving requested funds will contain detailed instructions regarding delivery of approved funds to Subrecipient. Receipt of approved funds will be contingent upon the execution of this Agreement.

e. County is not obligated to pay any disputed portion of any request for distribution and Subrecipient shall continue to provide all services related to the Project while such dispute is resolved.

3. Subrecipient must document its use of CSLFR funds as directed by County's subrecipient monitoring agent.

4. **CSLFR funds may not be used for any cost incurred prior to March 3, 2021.**

5. **CSLFR funds may be used for costs incurred through December 31, 2024.**

6. **All CSLFR funds not expended by Subrecipient by December 30, 2026 (except funds retained for compliance) must be returned to County on or before January 31, 2027.**

7. **Subrecipient must provide evidence of compliance with the "Beau Biden" Child Protection Act," 31 Del. C. § 309, for all employees of Subrecipient.**

8. Funds provided hereunder shall not be used for the following purposes: (1) deposit into a pension fund, other than as part of ongoing employee contributions for services provided in accordance with this Agreement; (2) damages covered by insurance; (3) services that are or will be reimbursed under another federal or state program; or (4) legal settlements.

9. If County advanced funds to Subrecipient from a source other than CSLFR funds to commence the Project prior to the execution of this Agreement, County may reimburse itself from CSLFR funds allocable to this Agreement. Such advances shall be treated by Subrecipient as the receipt of CSLFR funds for all purposes, including, but not limited to, Single Audit requirements.

III. NOTICES

Notices required by this Agreement shall be delivered in writing, via email and addressed as set forth below. All such notices shall also be deemed duly given if personally delivered, or if deposited in the United States mail, registered or certified return receipt requested. The identification of the notice party below may be modified upon notice to the opposing party that complies with this provision.

If to County:

New Castle County Executive Office
Ben Morris-Levenson
87 Reads Way
New Castle, DE 19720
ben.morris-levenson@newcastlede.gov
(302) 395-5126

-with copy to-

New Castle County Office of Law
Attn: ARPA
87 Reads Way
New Castle, DE 19720

If to Subrecipient:

Delaware School Based Health Alliance, Inc.
Marihelen Barrett
Executive Director
40 East Main St. Suite 200
Newark, DE 19711
mabarret@udel.edu
(302) 299-9517

-with copy to-

Andrew H. Lippstone, Esq.
Lippstone Law LLC
824 N. Market St., Suite 1001A
Wilmington, DE 19801
andy@lippstonelaw.com
(302) 252-1481

IV. TERMS & CONDITIONS

The following requirements are applicable to all activities undertaken with SLFRF Funds.

A. Compliance with State and Local Requirements

Subrecipient acknowledges that this Agreement requires compliance with all applicable state and local orders, laws, regulations, rules, policies, and certifications governing any activities undertaken during the performance of this Agreement.

B. Compliance with Federal Requirements

1. This Agreement requires compliance with certain provisions of the Uniform Guidance. Subrecipient agrees to comply with all applicable federal laws, regulations, and policies governing the funds provided under this Agreement. Subrecipient further agrees to utilize available funds under this Agreement to supplement rather than supplant funds otherwise available. Subrecipient specifically acknowledges the following:

a. All expenses reimbursed under this Agreement must meet the definition of "reasonable costs" under 2 C.F.R. § 200.404 and be allocable to the provision of the Build-Out or Services as set forth in 2 C.F.R. § 200.405.

b. CSLFR fund payments are considered to be federal financial assistance subject to the Single Audit Act (31 U.S.C. §§ 7501-7507).

c. Subrecipient is subject to a single audit or program specific audit pursuant to 2 C.F.R. § 200.501(a) when Subrecipient spends \$750,000 or more in federal awards during their fiscal year.

d. CSLFR fund payments are subject to 2 C.F.R. § 200.303 regarding internal controls.

e. CSLFR fund payments are subject to 2 C.F.R. § 200.330 through § 200.332 regarding subrecipient monitoring and management.

f. CSLFR fund payments are subject to 2 C.F.R. Part 200 Subpart F regarding audit requirements.

g. Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in this Agreement.

2. Subrecipient acknowledges that its use of funds is subject to the Final Rule, which is subject to amendment, modification or replacement and that Subrecipient is responsible for remaining informed regarding the Final Rule.

3. Subrecipient shall comply with all applicable federal laws and regulations as set forth in the Treasury Terms and Conditions.

4. With respect to any conflict between such federal requirements and the terms of this Agreement and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

C. Indemnification

1. Subrecipient shall indemnify, hold harmless and defend the County, its officers, agents, employees, and the federal awarding agency, from any claim, liability, loss, injury or damage arising out of, or in connection with, performance of this Agreement by Subrecipient and/or its agents, employees or sub-contractors, excepting only loss, injury or damage determined to be solely caused by the gross negligence or willful misconduct of personnel employed by County. It is the intent of the Parties to this Agreement to provide the broadest possible indemnification for County. Subrecipient shall reimburse County for all costs, attorneys' fees, expenses and liabilities incurred with respect to any litigation in which Subrecipient is obligated to indemnify, defend and hold harmless County under this Agreement

2. If the Project requires the use of intellectual property protected by law, Subrecipient represents and warrants that it either owns such intellectual property or has a valid license to practice or use that intellectual property. Subrecipient shall indemnify, hold harmless and defend

County against any claims of infringement arising from Subrecipient's use of any third-party's intellectual property.

D. Misrepresentations & Noncompliance

Subrecipient hereby asserts, certifies and reaffirms that all representations and other information contained in the Request and Proposal are true, correct and complete, to the best of Subrecipient's knowledge, as of the date of this Agreement. Subrecipient acknowledges that all such representations and information have been relied on by County to provide the funding under this Agreement. Subrecipient shall promptly notify County, in writing, of the occurrence of any event or any material change in circumstances which would make any Subrecipient representation or information untrue or incorrect or otherwise impair Subrecipient's ability to fulfill Subrecipient's obligations under this Agreement.

E. Workers' Compensation

Subrecipient shall provide Workers' Compensation Insurance coverage for all of its employees involved in the performance of this Agreement and shall indemnify County against any workers' compensation claims asserted by employees, agents or subcontractors of Subrecipient. Subrecipient waives all right of subrogation against County for recovery of damages arising from or related to the injury of any Subrecipient employee, agent or representative in the provision of services contemplated by this Agreement.

F. Insurance

Subrecipient shall carry sufficient insurance coverage to protect any funds provided to Subrecipient under this Agreement from loss due to theft, fraud and/or undue physical damage. Subrecipients that are self-insured shall maintain excess coverage over and above its self-insured retention limits.

G. Amendments

This Agreement may be amended at any time only by a written instrument signed by both Parties. Such amendments shall not invalidate this Agreement, nor relieve or release either Party from its obligations under this Agreement. County may, in its discretion, amend this Agreement to conform with Federal, state or local governmental guidelines, policies and available funding amounts. If such amendments result in a change in the funding, the scope of services, or schedule of the activities to be undertaken as part of this Agreement, such modifications will be incorporated only by written amendment signed by both Parties.

H. Suspension or Termination

1. County may suspend or terminate this Agreement if Subrecipient materially fails to comply with any terms of this Agreement, which include (but are not limited to), the following:

a. Failure to comply with any of the rules, regulations or provisions referred to herein, or such statutes, regulations, executive orders, and Federal awarding agency guidelines, policies or directives as may become applicable at any time;

b. Failure, for any reason, of Subrecipient to fulfill in a timely and proper manner its obligations under this Agreement;

c. Ineffective or improper use of funds provided under this Agreement; or

d. Submission by the Subrecipient to County reports that are incorrect or incomplete in any material respect.

2. Upon suspension or termination of this Agreement, Subrecipient will be liable for the return of all funds transferred to Subrecipient by the County pursuant to this Agreement, in addition to any costs incurred by County in recovering such funds.

I. Program Fraud & False or Fraudulent Statements or Related Acts

Subrecipient and any subcontractors must comply with 31 U.S.C. Chapter 38, Administrative Remedies for False Claims and Statements, which shall apply to the activities and actions of Subrecipient and any subcontractors pertaining to any matter resulting from a contract.

J. Debarment/Suspension and Voluntary Exclusion

1. Non-Federal entities and contractors are subject to the debarment and suspension regulations implementing Executive Order 12549, Debarment and Suspension (1986) and Executive Order 12689, Debarment and Suspension (1989) at 2 C.F.R. Part 180 and the Department of Homeland Security's regulations at 2 C.F.R. Part 3000 (Non-procurement Debarment and Suspension).

2. These regulations restrict awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in Federal assistance programs and activities. A contract award must not be made to parties listed in the Systems of Award Management ("SAM") Exclusions. SAM Exclusions is the list maintained by the General Services Administration that contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. SAM exclusions can be accessed at www.sam.gov.

K. Governing Law. Venue. Enforcement.

1. This Agreement shall be interpreted under, and governed by, the laws of the State of Delaware, without regard to conflicts of laws principles. Any claim, suit, action, or proceeding brought in connection with this Agreement shall be in any state or federal court in New Castle County, Delaware having jurisdiction over such dispute and each party hereby irrevocably consents to the personal and subject matter jurisdiction of such court and waives any claim that

such court does not constitute a convenient and appropriate venue for such claims, suits, actions, or proceedings.

2. The prevailing party is entitled to recover the costs of enforcing the terms of this Agreement, including any attorneys' fees.

V. ADMINISTRATIVE REQUIREMENTS

A. Financial Management

Subrecipient agrees to comply with and adhere to appropriate accounting principles and procedures, utilize adequate internal controls, and maintain necessary source documentation for all eligible costs. All grant funds shall be retained in an FDIC-insured deposit account within the State of Delaware.

B. Duplication of Benefits; Subrogation

1. Subrecipient shall not carry out any of the activities under this Agreement in a manner that results in a prohibited duplication of benefits as defined by Section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155) and in accordance with Section 1210 of the Disaster Recovery Reform Act of 2018 (division D of Public Law 115–254; 132 Stat. 3442), which amended section 312 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (42 U.S.C. § 5155).

2. If Subrecipient receives duplicate benefits from another source, Subrecipient must refund the benefits provided by County to County.

3. Subrecipient must execute and deliver a Duplication of Benefits and Subrogation Agreement (“Duplication of Benefits Certification”), in the form attached hereto as Attachment A. Subrecipient shall comply with all terms and conditions of the Duplication of Benefits Certification, including, without limitation, Subrecipient’s obligation to promptly notify County of any disaster assistance received from any other source.

C. Documentation & Recordkeeping

As required by 2 C.F.R. § 200.337, County, or any duly authorized representative of County, shall have the right of access to any records, documents, financial statements, papers, or other records of Subrecipient that are pertinent to this Agreement, in order to comply with any audits pertaining to funds allocated to Subrecipient under this Agreement. The right of access also includes timely and reasonable access to Subrecipient’s personnel for the purpose of interview and discussion related to such documents. The right of access is not limited to the required retention period, as set forth in paragraph D below, but lasts as long as the records are retained.

D. Record Retention

1. Subrecipient shall retain sufficient records, which may include, but are not limited

to financial records, supporting documents (including invoices, sales receipts, employee time records, contracts and purchase orders), statistical records, and all other Subrecipient records pertinent to the Agreement to show its compliance with the terms of this Agreement, as well as the compliance of all subcontractors or consultants paid from funds under this Agreement, for a period of five (5) years from the date of submission of the final expenditure report.

2. Subrecipient must maintain a financial file with copies of back-up documentation for all payments made by the Subrecipient using CSLFR funds during the eligible period. Documentation of expenditures will be reviewed and verified upon receipt by County.

E. Internal Controls

Subrecipient must comply with 2 C.F.R. § 200.303 and establish and maintain effective internal control over the funds allocated under this Agreement and provide reasonable assurance that the Subrecipient is managing the award in compliance with Federal statutes, regulations, and the terms and conditions of the award. These internal controls should comply with guidance in “Standards for Internal Control in the Federal Government” issued by the Comptroller General of the United States or the “Internal Control Integrated Framework” issued by the Committee of Sponsoring Organizations of the Treadway Commission.

F. Personally Identifiable Information

Subrecipient must comply with 2 C.F.R. § 200.303(e) and take reasonable measures to safeguard protected personally identifiable information, as defined in 2 C.F.R. § 200.82, and other information designated as sensitive or the Subrecipient considers sensitive consistent with applicable Federal, state, local, and tribal laws regarding privacy and obligations of confidentiality.

G. Monitoring & Compliance

1. County shall evaluate the Subrecipient’s risk of noncompliance and monitor the activities of Subrecipient as necessary to ensure that the CSLFR funds are used for authorized purposes, in compliance with Federal statutes, regulations, and the terms and conditions of this Agreement. Monitoring of Subrecipient shall include reviewing invoices for eligible expenses, reviewing payroll logs, applicable contracts and other documentation that may be requested by the County to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoupment of awarded funds from the Subrecipient.

2. County shall verify that Subrecipient is audited as required by 2 C.F.R. Part 200 Subpart F—Audit Requirements, if applicable. County may take enforcement action against noncompliant Subrecipient as described in 2 C.F.R. § 200.339 Remedies for noncompliance of this part and in program regulations.

H. Close-Outs

Subrecipient shall close-out its use of funds under this Agreement by complying with the closeout procedures set forth in 2 C.F.R. § 200.344 and the procedures provided by the County. Subrecipient's obligation to County will not terminate until all close-out requirements are completed. Notwithstanding the foregoing, the terms of this Agreement shall remain in effect during any period that Subrecipient has control over funding provided under this Agreement.

I. Audits & Inspections

1. All Subrecipient records with respect to any matters covered by this Agreement shall be made available to County, the Federal awarding agency, and the Inspector General of the United States Treasury or any of their authorized representatives, at any time during normal business hours, as often as deemed necessary, to audit, examine, and make excerpts or transcripts of all relevant data. Any deficiencies noted in audit reports must be resolved by Subrecipient within 30 days after notice of such deficiencies to the Subrecipient. Failure of Subrecipient to comply with the audit requirements will constitute a violation of this Agreement and may result in the withholding of future payments.

2. If Subrecipient expends \$750,000 or more in total federal assistance (all programs) in a single year, Subrecipient must have a Single Audit that includes the compliance review of its use of SLFRF funds in accordance with 2 C.F.R. Part 200, Subpart F—Audit Requirements. Subrecipient shall submit a copy of that audit to County within ten (10) business days of receipt of the final audit.

3. Subrecipients who do not meet the Single Audit threshold are required to have a program-specific CSLFR funds audit conducted in accordance with § 200.507 - Program-Specific Audits and may be required to submit such copy of that audit to County. Issues arising out of noncompliance identified in a Single or Program-Specific CSLFR funds audit are to receive priority status of remediation or possible return of all funds to County.

J. Reporting Procedures

1. Subrecipient will be required to periodically report the status of the Project and Subrecipient's use of CSFLR funds and will be required to tender to the County records addressing how the funding was used for eligible expenses. Such reporting may include documentation of invoices, submission of payroll logs, proof of contracts, and similar documents to substantiate eligible expenses. Failure to submit proper documentation verifying eligible expenses may result in termination of this agreement and recoument of awarded funds from the Subrecipient.

2. Subrecipient will provide notice to the County upon exhaustion of all funds provided under this Agreement.

3. Subrecipient will provide County with a copy of: (i) any audit covering the time period prior to the receipt of the funds provided pursuant to this Agreement (unless previously provided to County), and (ii) any audit covering the time period in which the funds provided pursuant to this Agreement were received by Subrecipient, within seven business days of receipt of each of the foregoing audits.

VI. PERSONNEL & PARTICIPATION CONDITIONS

A. Hatch Act

Subrecipient must comply with provisions of the Hatch Act of 1939 (Chapter 15 of Title V of the U.S.C.) limiting the political activities of public employees, as it relates to the programs funded.

B. Conflict of Interest

The Subrecipient shall maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract.

VII. ATTACHMENTS

All attachments to this Agreement are incorporated as if set out fully. In the event of any inconsistencies or conflict between the language of this Agreement and the attachments, the language of this Agreement shall control.

VIII. SEVERABILITY

If any provision of this Agreement is held invalid, the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall nevertheless be in full force and effect.

IX. WAIVER

County's failure to act with respect to a breach by the Subrecipient does not waive its right to act with respect to subsequent or similar breaches. The failure of County to exercise or enforce any right or provision shall not constitute a waiver of such right or provision.

X. CERTIFICATION

A. The Subrecipient certifies that it has all necessary authority and approval to execute this Agreement and request CSLFR funds from the County for eligible expenses. The Subrecipient further certifies the funds received for reimbursement from the CSLFR funds were or will be used only to cover those costs authorized by the Treasury Regulations and Guidance. Any funds expended by the Subrecipient or its subcontractor(s) in any manner that does not adhere to the Treasury Regulations and Guidance shall be returned to County.

B. Subrecipient agrees that they will retain documentation of all uses of CSLFR funds, including but not limited to invoices and/or sales receipts in a manner consistent with 2 C.F.R. § 200.334.

XI. ENTIRE AGREEMENT

This Agreement and attachments hereto executed by Subrecipient constitute the entire agreement between the Parties for the use of funds received under this Agreement and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the Parties relating to County's allocation of CSLFR funds to Subrecipient. This Agreement is subject to the availability of CSLFR funds. County has no obligation to provide funds to Subrecipient from any source other than CSLFR funds under this Agreement.

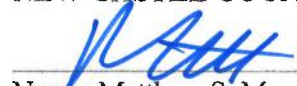
XII. SIGNATURE AUTHORITY

A. The individual executing this Agreement on behalf of Subrecipient represents and warrants that they have the necessary authority to act on behalf of Subrecipient.

B. This Agreement may be executed in multiple originals, any of which will be independently treated as an original document. Any electronic, faxed, scanned, photocopied, or similarly reproduced signature on this Agreement or any amendment hereto will be deemed an original signature and will be fully enforceable as if an original signature.

Date: May 30, 2023

NEW CASTLE COUNTY


Name: Matthew S. Meyer
Title: New Castle County Executive

Date: April 20, 2023

**DELAWARE SCHOOL BASED
HEALTH ALLIANCE, INC.**



Name: Jon Cooper
Title: President

Exhibit 1
Project Description

This project (“Project”) is for the establishment and operation of four (4) new School-Based Health Centers in New Castle County. The schools to be served in this Project include Richardson Park Elementary in Red Clay Consolidated School District; Brookside Elementary in Christina School District; Silver Lake Elementary in Appoquinimink School District; and McCullough Middle School in Colonial School District.

The primary purpose of the Project is to enhance positive health and education outcomes for children and adolescents. The new SBHCs will offer health promotion, the delivery of medical and mental health services, health education and information, coordination with community based primary care, and referral beyond the services provided by the SBHC staff. The School Districts partnering with this initiative seek to improve the health and educational success of their students, address health inequity, provide trauma-informed and developmentally appropriate care, and improve access to medical and behavioral health services. The County has selected this initiative for ARPA funding as one strategy to improve the wellbeing of its citizens and to address the acute and long-lasting impact of the Covid-19 epidemic on students and their families.

The mission of the SBHCs funded through this Project is to provide prevention-oriented multidisciplinary health care to students in their public-school setting. These services are coordinated with the medical, health education, student services, and behavioral health services currently provided by the school and with the student’s community based primary care provider. Specific tasks of each Wellness Center include, among others: (i) establishing comprehensive school-based health services to meet the identified needs of the students in collaboration with existing programs provided by the school; (ii) building school-wide and community capacity and ownership for the SBHC; (iii) delivering age-appropriate, medically acceptable, affordable health and related services to students in public schools; and (iv) evaluating on a regular basis the services delivered through process and output measures.

This Project strives to foster a broad-based partnership between SBHCs, schools, and communities to promote healthy lifestyles; prevent diseases, disabilities, and premature deaths; and provide access to health care for vulnerable populations. Working together, school and wellness center partners conduct their responsibilities through assessment and monitoring of health needs, setting standards, and provision of cooperative efforts with other health care providers to assure a full continuum of affordable, accessible, acceptable, and culturally appropriate services.

The Project is funded by the County with American Rescue Plan (“ARPA”) Coronavirus State and Local Fiscal Recovery (“SLFRF”) federal funds allocated to the County (the “Initial Federal Funding”). The County has determined that CSLFR funds may be appropriated to pay for the costs of administering the Project. The Initial Federal Funding is available for two school years: 2023-24 and 2024-25. All Initial Federal Funding must be obligated by December 31, 2024. All Initial Federal Funding must be used in accordance with certain federal regulations, among other laws and regulations, and service providers may be subject to subrecipient monitoring.

The total funding awarded by the County for this initiative is \$2,000,000 for the full project period. Approximately \$50,000 will be provided to each School District for center space renovations within the school building. \$60,000 will be allocated to the DSBHA for project management. The chosen Applicant(s) will receive at least \$200,000 per year per SBHC.

Exhibit 2

RFP

ATTACHMENT A – DUPLICATION OF BENEFITS CERTIFICATION

In consideration of Subrecipient's receipt of funds or the commitment of funds by New Castle County ("County"), Subrecipient hereby assigns to County all of Subrecipient's future rights to reimbursement and all payments received from any grant, subsidized loan, or insurance policies or coverage or any other reimbursement or relief program related to or administered by the Federal Emergency Management Agency, the Small Business Administration or any other source of funding that were the basis of the calculation of the portion of the CSLFR funds transferred to the Subrecipient under the Subrecipient Agreement entered into by and between County and Delaware School Based Health Alliance, Inc. on April __, 2023. Any such funds received by the Subrecipient shall be referred to herein as "additional funds."

Additional funds received by the Subrecipient that that are determined to be a Duplication of Benefits ("DOB") shall be referred to herein as "DOB Funds." Subrecipient agrees to immediately notify County of the source and receipt of additional funds related to the COVID-19 pandemic. County shall notify the Federal awarding agency of the additional funding reported by Subrecipient to County. Subrecipient agrees to reimburse County for any additional funding received by the Subrecipient if such additional funding is determined to be a DOB by County, the Federal awarding agency or an auditing agency. Subrecipient further agrees to apply for additional funds that the Subrecipient may be entitled to under any applicable Disaster Program in an effort to maximize funding sources available to the Subrecipient and County.

Subrecipient acknowledges that in the event that Subrecipient makes or files any false, misleading, or fraudulent statement and/or omits or fails to disclose any material fact in connection with the funding under this Agreement, Subrecipient may be subject to civil and/or criminal prosecution by federal, State and/or local authorities. In any proceeding to enforce this Agreement, the Grantee shall be entitled to recover all costs of enforcement, including actual attorney's fees.

Subrecipient: Delaware School Based Health Alliance, Inc.

Signed:  _____
Its Duly Authorized Agent

Printed Name: Jon Cooper Title: President

Date: April 20, 2023