

# **Department of Procurement & Contract Compliance**



## **Notice of Funding Availability (NOFA)**

**Number: N41117**

**Bilingual Health Navigator- Community Health Worker  
Information of Services and Qualifications**

**Notice of Funding Availability (NOFA)**

**NON N41117**

**for**

**Bilingual Health Navigator/Community Health Worker**

**Issue Date: November 28, 2024**

**Applications Due: December 17, 2024**

**Overview**

The Unified Government of Wyandotte County, Kansas City, Kansas Public Health Department notifies interested entities of the availability of funds allocated from the American Rescue Plan Act (ARPA) in hiring a Bilingual in Spanish Health Navigator/Community Health Worker (CHW) to assist patients from the Duchesne Clinic. The Duchesne Clinic opened in 1989 to provide health and wellness to the underserved and vulnerable population in Wyandotte County. Duchesne Clinic made the decision to close its doors on June 3, 2024, leaving a need to assist their patients in transferring their care to another provider, and addressing their ongoing healthcare and social needs. The availability and use of these funds are subject to federal regulations and are further subject to the Unified Government of Wyandotte County, Kansas City, Kansas policies and program requirements.

The goal of this Notice of Funding Availability (NOFA) for a Bilingual Health Navigator/CHW is to provide a vital role in bridging the gap between patients seen at Duchesne Clinic and assisting them in receiving medical services. The Health Navigator/CHW will help the patient navigate the healthcare and social service systems.

**Investment**

Approximately \$100,000 in federal ARPA funds is available for this funding program. The maximum award for the applicant is \$100,000. This funding has been allocated through the Unified Government Public Health Department ARPA's budget to assist Wyandotte County organizations in hiring a Health Navigator/CHW.

The Unified Government reserves the right to fund, in whole or in part, any, all, or none of the applications submitted in response to this NOFA. The Unified Government reserves the right to renew or increase overall funding available through this NOFA.

**Eligible Applicants**

The funding will provide a grant to a Community Based Organization, non-profit organization, and other entities with experience in serving the uninsured populations. An organization with experience in healthcare navigation and case management may also be eligible to apply. The following types of entities are eligible for this program.

- Non-profit Organizations
- Community Health Centers

- Community Based Organizations
- Social Service Agencies

Applicants must demonstrate or certify that they:

- Experience in Cultural Competency/Humility in providing healthcare navigation services in the community.
- Language Proficiency in both English and Spanish to assist clients to transition to a new medical home.
- Knowledge of the health care system who serve the uninsured or underinsured vulnerable population.
- Healthcare Navigation Skills to assist clients in navigating the health care system by helping them obtain medical records and scheduling appointments.
- Demonstrate capacity for data collection and reporting to track clients' outcomes and meet the reporting requirements.
- An Offeror is required to be registered in SAM [www.sam.gov](http://www.sam.gov) when submitting an offer or quotation, and shall continue to be registered until time of award, during performance, and through final payment of any contract, basic agreement, basic ordering agreement, or blanket purchasing agreement resulting from this solicitation.

### **Investment Priorities**

This funding will provide a grant to eligible entities to assist clients in finding a new medical home and addressing the healthcare and social needs that may accompany that transition.

- Healthcare Navigation
- Case Management
- Community Health Worker

### **Program Conditions**

- Program must serve clients who were previously seen at Duchesne Clinic.
- Clients verify that they were patients at Duchesne Clinic when it closed.
- Provide ongoing support for clients throughout the process of finding, establishing, and maintaining a medical home, and address clients' ongoing healthcare and social needs.
- Ensure equity and accessibility of services including addressing disparities in healthcare access.
- Collect data and client demographics healthcare utilization and outcomes.
- Compliance with all relevant policies including those related to patient privacy HIPPA.

### **Eligible Expenses**

Funding may be used on personnel cost, supplies and equipment to hire a Health Navigator/CHW.

- Personnel costs: Salaries, wages and benefits and support staff directly involved in program delivery.
- Travel expense for mileage reimbursement
- Supplies and materials.
- Technology: computers and cellphones.

## Ineligible Expenses

- Expenses that do not directly contribute to this NOFA.

## Match

Match is not required.

## Questions

Questions regarding this NOFA may be submitted to Kelly Regan at the Unified Government of Wyandotte County Kansas City, Kansas Procurement Office via email [kregan@wycokck.org](mailto:kregan@wycokck.org).

Questions received by email will be posted with responses to the Unified Governments webpage. Applicable dates are included in the Application Timeline section below.

## Application Timeline

NOFA Issued: Thursday, November 28, 2024  
Question Deadline: 12:00pm, Wednesday, December 4, 2024  
Q&A Posted Online: 5:00pm, Friday, December 6, 2024  
Submittal Deadline: 4:00pm, Tuesday, December 17, 2024  
Awards Announced: TBD  
Grant Agreements Signed: TBD

## Application Content

The following documents are required:

1. Cover Sheet: stating the applicant's name, address, point-of-contact (name, title, phone & email), program title, name of NOFO the program is responding to (Community Health Worker), and proposal date.
2. Proposal Abstract: Concise narrative that outlines the proposed program, including goals, general program design, and anticipated impact on former Duchesne patient population.
3. Applicant Information:
  - a. Concise applicant description.
  - b. Description of the populations served by the Community Health Worker.
  - c. List key personnel to be involved in the program, including names, titles, roles, and a brief description of their experience/qualifications.
  - d. Describe applicant's experience with Health Navigation and serving the uninsured population.
4. Proposal: The proposal should contain sufficient information that anyone not familiar with it would understand exactly what the applicant wants to do. You may use your own proposal format, but it must include all the items below.
  - a. Problem Statement: Concise statement of why the proposed program is needed.

- b. Program Goals, Intermediate Benchmarks, and Activities: Goals describe the programs intended outcome. Intermediate benchmarks are measurable accomplishments on the way to achieving the goals. Activities describe the work required to achieve intermediate benchmarks.
- c. Partnerships and Collaborations: Describe partnerships and collaborations with local healthcare providers, community organizations and other stakeholders to facilitate referrals and coordinate care.
- d. Program Timeline: Projected timeline detailing start date, completion of intermediate benchmarks, and completion of project including funding drawdowns at each stage.
- e. Program Monitoring and Evaluation Plan: Describe how activities will be monitored throughout the timeframe of the grant to ensure they are happening in a timely manner, and how the program will be evaluated to make sure it is meeting the stated goals.
  - i. Please document race, ethnicity, gender, and socio-economic status of clients served.
  - ii. Reporting should include # of clients served and # of clients who establish care at a new clinic/healthcare provider. Please define the threshold you are utilizing to determine that care has been established.
  - iii. Any other services provided and relevant outcome measures for each service (e.g. number of patients connected to prescription assistance; type of prescription assistance: PAP application, 340B copays, etc.)

5. Budget Components:

- a. Complete a line-item budget.
- b. Provide a budget narrative that includes an explanation for each line item in the budget.

### **Application Review**

Submitted applications determined to be eligible under the regulations will be evaluated based on the following criteria:

- 1. Alignment and Objectives: Will be evaluated how well the proposed project addresses the stated needs, goals, and target population.
- 2. Clarity and Coherence: Will be evaluated on the clarity of the project description and rationale proposed activities and the feasibility of implantation.
- 3. Innovation: Will be evaluated on the proposed approach, the potential for impact and probability of success.
- 4. Overall Merit: Will be evaluated on merit and potential for impact.

The Unified Government reserves the right to request additional information from applicants during the review process and to use other available information regarding an applicant's history, experience, and past performance as a Unified Government subgrantee as may be necessary when evaluating applications.

### **Funding Decisions**

Funding is limited. Applications that meet all of the NOFA's general guidelines and requirements may not necessarily receive an award. The Unified Government may recommend funding a program for the full amount requested, or less than the full amount, or not at all. There are no requirements or expectations that the Unified Government must award all or any funds through the NOFA process.

The Unified Government reserves the right to postpone or cancel this NOFA, if it deems it to be in the best interest of the Unified Government to do so. The Unified Government reserves the right to waive any technical or formal errors or omissions, to reject any and all proposals, or to award contracts, either in part or in whole, if deemed to be in the best interest of the Unified Government.

Successful offerors shall be in complete compliance with all the specifications, terms, and conditions of the proposal. The Unified Government shall not be liable for any costs incurred in the preparation of proposals or for any work performed in connection therein.

Application reviews and awards are contingent upon applicants being current to the Unified Government on any loan, contractual, or tax obligation as due, or with any rule, regulation, or provision on existing or past Unified Government contracts.

### **Submission and Receipt of Notice of Funding Availability (NOFA)**

1. One (1) marked original, one (1) copy and one (1) CD Disk or Jump Drive of the Application for Notice of Funding Available (NOFA) must be received before the specified time as designated in the NOFA.
2. NOFA Applications shall be submitted in a sealed envelope. The envelope shall show the hour and date specified for receipt of the NOFA, the contract number, and the name and address of the firm.
3. The Unified Government is not responsible for the U.S. Mail or private couriers with regard to mail being delivered by the specified time so that a NOFA can be considered.
4. Facsimile (FAX) applications will not be considered, however, NOFAs may be modified by FAX notice, provided such notices are received prior to the hour and date specified.
5. Late NOFA Applications will not be considered.

### **Right to Reject NOFA Applications**

The right is reserved to reject any or all Notice of Funding Available (NOFA) Applications. The Unified Government will not pay costs incurred by any offeror for the preparation of NOFA Application.

### **Evaluation Criteria and Presentations**

Notice of Funding Available (NOFA) Applications will be evaluated by a committee. The UG reserves the right to ask for clarifications or expansion of information submitted by any or all offerors. Selection will be based on, but not limited to the following criteria:

1. Alignment and Objectives: Will be evaluated how well the proposed project addresses the stated needs, goals, and target population.
2. Clarity and Coherence: Will be evaluated on the clarity of the project description and rationale proposed activities and the feasibility of implantation.
3. Innovation: Will be evaluated on the proposed approach, the potential for impact and probability of success.

4. Overall Merit: Will be evaluated on merit and potential for impact.

**Conflict of Interest**

Offeror certifies that, to the best of their knowledge or belief, no elected/appointed official or employee of the Unified Government, a spouse thereof or other person residing in the same household, is financially interested, directly or indirectly, in providing the goods or services specified in this bid.

**Licenses and Permits**

Offeror shall secure all licenses and permits necessary to conduct business in the Unified Government of Wyandotte County/Kansas City, Kansas and shall comply with all applicable laws, regulations and codes as required by the State of Kansas.

Offeror must fully comply with all Federal and State laws, and Unified Government Ordinances and Regulations affecting the performance of the work.

**Contract Negotiations**

After selection, the Unified Government may initiate contract negotiations. The option of whether or not to initiate contract negotiations rests solely with the Unified Government. The Offeror will be responsible for all travel and per diem expenses related to contract negotiations. The Unified Government reserves the right to add terms and conditions during contract negotiations. If the Offeror and the Unified Government are unable to come to terms, the Unified Government may terminate negotiations with the Offeror(s) initially selected and commence negotiations with another Offeror. The Unified Government's obligation will commence when the contract is approved by the Unified Government County Administrator, the Administrator's designee, or the procurement officer.

**Instructions for Submission of NOFA Applications**

Your response, including the signature page, should be delivered as follows:

Day and Date Submittal is due: Tuesday, December 17, 2024

Time Submittal is due: 4:00 PM, Central Time

**Send NOFA Application to:**

Office of the Clerk of the Unified Government of Wyandotte County / Kansas City, KS  
701 North 7th Street, Suite 323  
Kansas City, Kansas 66101-3064  
Attention: Kelly Regan

All questions regarding this NOFA should be in written form and sent via email or fax to:

Kelly Regan  
Unified Government of Wyandotte County/Kansas City, Kansas  
Fax: 913-573-5444  
[kregan@wycokck.org](mailto:kregan@wycokck.org)

The last day for submission of written questions (via email) is December 4, 2024 12:00 PM, CDT.

Prohibition Against Contact: No Unified Government staff person elected official or other professional advisors should be contacted during the solicitation process unless you are specifically directed to do so. The Unified Government reserves the right to reject the response of any Offeror failing to comply with this provision and the risk of receipt of misinformation that could result will be borne solely by such Offeror.

*Offerors contacting Unified Government officials without prior approval may be excluded from further consideration for selection.*

All questions received, and their answers, will be provided in writing to each firm known to be in receipt of this Notice of Need in accordance with the schedule.

### **Required Contractual Terms and Conditions**

Recipients of ARPA funds are subject to required contract provisions promulgated by the federal government, which may be subject to change. An example of these federal contract provisions is included in this NOFA as Attachment B. Additionally, the following terms and conditions are a required part of any contract entered into between the Unified Government and its contractors, and, by submitting an application in response to this NOFA, Applicant agrees to be bound by them as follows:

1. **Parties:** Unified Government of Wyandotte County/Kansas City, Kansas, hereinafter called "Unified Government", and " \_\_\_\_\_ ", hereinafter called "Contractor."
2. **Compliance with Law.** CONTRACTOR shall comply with all applicable local, state, and federal laws and regulations in carrying out this Agreement, regardless of whether those legal requirements are specifically referenced in this Agreement.
3. **Authority To Contract.** CONTRACTOR represents that it possesses legal authority to contract, that it has undertaken any official action required by its governing documents to enter into this Agreement, that its undersigned representative is duly authorized to execute this document on its behalf, that it agrees to be bound by all the provisions of this Agreement, and that the person identified as its official representative is authorized to act on its behalf in the implementation of this Agreement.
4. **Modification of Agreement.** This Agreement may be modified or amended only in writing executed by both parties and will be subject to renegotiation in the event of changes to applicable law, rules, or regulations affecting the subject matter of this Agreement.
5. **Assignment.** Neither CONTRACTOR nor the Unified Government shall, sell, transfer, assign, or otherwise dispose of any rights or obligations created by this Agreement without the written consent of the other party.
6. **Cash Basis Law.** This Agreement is subject to the Kansas Cash Basis Law, K.S.A. 10-1101 *et seq.* and amendments thereto. Any automatic renewal of the terms of the Agreement shall create no legal obligation on the part of the Unified Government. This Agreement shall be construed and interpreted so as to ensure that the Unified Government shall at all times stay in conformity with such laws and, as a condition of this Agreement, the Unified Government reserves the right to unilaterally sever, modify, or terminate this Agreement at any time if, in the opinion of its legal

counsel, the Agreement is deemed to violate the terms of such law. The Unified Government is obligated only to pay periodic payments or monthly installments under the Agreement as may lawfully be made from (a) funds budgeted and appropriated for that purpose during the Unified Government's current budget year or (b) funds made available from any lawfully operated revenue producing source.

7. **Payment of Taxes.** The Unified Government shall not be responsible for, nor indemnify CONTRACTOR for any federal, state, or local taxes which may be imposed or levied upon the subject matter of this Agreement. If applicable, CONTRACTOR shall pay the Unified Government occupation tax prior to execution of the Agreement.
8. **Licenses and Permits.** CONTRACTOR shall maintain all licenses, permits, certifications, bonds, and insurance required by federal, state, or local authority for carrying out this Agreement. CONTRACTOR shall notify the Unified Government immediately if any required license, permit, bond, or insurance is cancelled, suspended, or is otherwise ineffective. Such cancellation, suspension, or other ineffectiveness may form the basis for immediate termination by the Unified Government in its discretion.
9. **Independent Contractor Relation.** The parties agree that the legal relationship between them is of a contractual nature. Nothing in this Agreement shall be construed to create a relationship of employer and employee or principal and agent or any other relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Agreement. Nothing in this Agreement shall create any right or remedies in any third party. The parties agree that no persons supplied by CONTRACTOR are employees of the Unified Government and that no right of the Unified Government's civil service, retirement, or personnel rules accrue to such persons. The Unified Government shall not be responsible for withholding of social security, workers compensation insurance, unemployment compensation, bonuses, retirement benefits, other benefits, and any taxes and premiums from any payments made by the Unified Government to CONTRACTOR.
10. **Discrimination in Delivery of Services Prohibited.** During the performance of this Agreement, CONTRACTOR shall deny none of the benefits or services of the program to any eligible participant on the basis of race, religion, color, sex, disability, age, national origin, or ancestry.
11. **Equal Opportunity and Affirmative Action.**
  - a. CONTRACTOR shall observe the provisions of the Kansas Acts Against Discrimination, K.S.A. 44-1001 *et seq.* and amendments thereto, and shall not discriminate against any person in the performance of work under this Agreement because of race, religion, color, sex, disability, age, national origin, or ancestry.
  - b. CONTRACTOR will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, religion, color, sex, disability, age, national origin, or ancestry. Such action shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. CONTRACTOR agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Unified Government setting forth the provisions of this nondiscrimination clause.

- c. CONTRACTOR, in all solicitations or advertisements for employees placed by or on behalf of CONTRACTOR, will state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, disability, age, national origin, or ancestry.
- d. CONTRACTOR will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement so that such provisions will be binding upon each subcontractor.
- e. CONTRACTOR shall assure that it and all subcontractors will implement the certificate of compliance in connection with this Agreement.
- f. If CONTRACTOR fails, refuses, or neglects to comply with the terms of these contractual conditions, such failure shall be deemed a total breach of the contract and this Agreement may be terminated, canceled, or suspended, in whole or in part, and CONTRACTOR may be declared ineligible for any further Unified Government contracts for a period of up to one year. Provided that, if a contract is terminated, canceled, or suspended for failure to comply with this section, CONTRACTOR shall have no claims for damages against the Unified Government on account of such termination, cancellation, or suspension or declaration of ineligibility.
- g. CONTRACTOR shall maintain sufficient records to document that, under all aspects of this Agreement, it has acted in a manner which is in full compliance with the Kansas Act Against Discrimination. Such records shall at all times remain open to inspection by the Kansas Human Rights Commission or by the Unified Government.
- h. CONTRACTOR, in carrying out this Agreement, shall also comply with all other applicable existing federal, state, and local laws relative to equal opportunity and nondiscrimination, all of which are incorporated by reference and made a part of this Agreement.

**12. Representations.**

CONTRACTOR makes the following representations:

- a. The price submitted is independently arrived at without collusion.
- b. It has not knowingly influenced and promises that it will not knowingly influence a Unified Government employee or former Unified Government employee to breach any of the ethical standards set forth in Article XII of the Procurement Code of the Unified Government of Wyandotte County/Kansas City, Kansas.
- c. It has not violated, and is not violating, and promises that it will not violate the prohibition against gratuities and kickbacks set forth in §29-635 (Gratuities and Kickbacks) of the Procurement Code.
- d. It has not retained and will not retain a person to solicit or secure a Unified Government contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, except for retention of bona fide employees or bona fide established

commercial selling agencies for the purpose of securing business.

13. **Waiver of Breach.** The waiver by either party of a breach of any provision of this Agreement will not operate or be construed as a waiver of any subsequent breach by such party.
14. **Severability.** If a court of competent jurisdiction declares any part of this Agreement to be invalid, the balance of the agreement will remain valid and enforceable.
15. **Entire Agreement.** This Agreement and its attachments set forth the parties' entire agreement. Neither party has made any oral or side agreements or representations not contained in this Agreement. This is a legal document and not a mere recital and is binding upon the parties, their representatives, and successors in interest.
16. **Disclaimer of Liability.** The Unified Government shall not hold harmless or indemnify CONTRACTOR for any liability whatsoever.
17. **Termination for Default.** If CONTRACTOR refuses or fails to perform any of the provisions of this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, or any extension thereof, or commits any other substantial breach of this Agreement, the Procurement Officer may notify CONTRACTOR in writing of the delay or nonperformance and, if not cured in ten days or any longer time specified in writing by the Procurement Officer, such officer may terminate CONTRACTOR's rights to proceed with the Agreement or such part of the Agreement as to which there has been delay or a failure to properly perform.

The Unified Government shall pay CONTRACTOR the costs and expenses and reasonable profit for services performed by CONTRACTOR prior to receipt of the notice of termination; however, the Unified Government may withhold from amounts due CONTRACTOR such sums as the Procurement Officer deems to be necessary to protect the Unified Government against loss caused by CONTRACTOR because of the default.

Except with respect to defaults of subcontractors, CONTRACTOR shall not be in default by reason of any failure in performance of this Agreement in accordance with its terms if CONTRACTOR has notified the Procurement Officer within 15 days of the cause of the delay and the failure arises out of causes such as acts of God, acts of the public enemy, act of the Unified Government and any other governmental entity in its sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, or other labor disputes. If the failure to perform is caused by the failure of a subcontractors to perform or to make progress, and if such failure arises out of causes similar to those set forth above, CONTRACTOR shall not be deemed to be in default, unless the services to be furnished by the subcontractors were reasonably obtainable from other sources in sufficient time to permit CONTRACTOR to meet the contract requirements Upon request of CONTRACTOR, the Procurement Officer shall ascertain the facts and extent of such failure, and, if such officer determines that any failure to perform was occasioned by any one or more of the excusable causes, and that, but for the excusable cause, CONTRACTOR's progress and performance would have met the terms of the Agreement, the time for completion of the Agreement shall be revised accordingly.

If, after notice of termination of CONTRACTOR 's right to proceed under the provisions of this clause, it is determined for any reason that CONTRACTOR was not in default under the provisions of this clause, and both the Unified Government and CONTRACTOR agree, the rights and obligations of the parties shall be the same as if the notice of termination had not been issued.

The following acts committed by CONTRACTOR will constitute a substantial breach of the Agreement and may result in termination of the Agreement:

- If CONTRACTOR is adjudged bankrupt or insolvent;
- If CONTRACTOR makes a general assignment for the benefit of his creditors;
- If a trustee or receiver is appointed for CONTRACTOR or any of his property;
- If CONTRACTOR files a petition to take advantage of any debtor's act or to reorganize under bankruptcy or applicable laws;
- If CONTRACTOR repeatedly fails to supply sufficient services;
- If CONTRACTOR disregards the authority of the Procurement Officer;
- Acts other than those specified may constitute substantial breach of this Agreement.

- 18. Termination for Convenience.** The Procurement Officer may, when the interests of the Unified Government so require, terminate this contract in whole or in part, for the convenience of the Unified Government. The Procurement Officer shall give written notice of the termination to CONTRACTOR specifying the part of the contract terminated and when termination becomes effective.

CONTRACTOR shall incur no further obligations in connection with the terminated work and on the date set in the notice of termination CONTRACTOR will stop work to the extent specified. The Procurement Officer shall pay CONTRACTOR the following amounts:

All costs and expenses incurred by CONTRACTOR for work accepted by the Unified Government prior to CONTRACTOR's receipt of the notice of termination, plus a reasonable profit for said work.

All costs and expenses incurred by CONTRACTOR for work not yet accepted by the Unified Government but performed by CONTRACTOR prior to receipt of the notice of termination, plus a reasonable profit for said work.

Anticipatory profit for work and services not performed by CONTRACTOR shall not be allowed.

- 19. Disputes.** All controversies between the Unified Government and CONTRACTOR which arise under, or are by virtue of, this Agreement and which are not resolved by mutual agreement, shall be decided by the Procurement Officer in writing, within 30 days after a written request by CONTRACTOR for a final decision concerning the controversy; provided, however, that if the Procurement Officer does not issue a written decision within 30 days after written request for a final decision, or within such longer period as may be agreed upon by the parties, then CONTRACTOR may proceed as if an adverse decision had been received.

The Procurement Officer shall immediately furnish a copy of the decision to CONTRACTOR by certified mail, return receipt requested, or by any other method that provides evidence of receipt. Any such decision shall be final and conclusive, unless fraudulent, or CONTRACTOR brings an action seeking judicial review of the decision in the Wyandotte County, Kansas District Court.

CONTRACTOR shall comply with any decision of the Procurement Officer and proceed diligently with performance of this Agreement pending final resolution by the Wyandotte County District Court of any controversy arising under, or by virtue of, this Agreement, except where there has been a material breach of the Agreement by the Unified Government; provided, however, that in any event

CONTRACTOR shall proceed diligently with the performance of the Agreement where the Purchasing Director has made a written determination that continuation of work under the contract is essential to the public health and safety.

Notwithstanding any language to the contrary, no interpretation shall be allowed to find the Unified Government has agreed to binding arbitration, or the payment of damages or penalties upon the occurrence of any contingency. Further, the Unified Government shall not agree to pay attorney fees and late payment charges.

20. **Ownership of Materials.** All property rights, including publication rights, in all interim, draft, and final reports and other documentation, including machine-readable media, produced by CONTRACTOR in connection with the work pursuant to this Agreement, shall be in the Unified Government.
21. **Availability of Records and Audit.** CONTRACTOR agrees to maintain books, records, documents, and other evidence pertaining to the costs and expenses of the services provided under the Agreement (hereinafter collectively called "records") to the extent and in such detail as will properly reflect all net costs, direct and indirect, of labor, materials, equipment, supplies, and services, and other costs and expenses of whatever nature for which reimbursement is claimed under the provisions of this Agreement. CONTRACTOR agrees to make available at the offices of the Unified Government at all times during the period set forth in the Request for Proposals any of the records for inspection, audit, or reproduction by any authorized representative of the Unified Government. Except for documentary evidence delivered to the offices of the Unified Government, CONTRACTOR shall preserve and make available to persons designated by the Unified Government his records for a period of three years from the date of final payment under the Agreement or until all audit questions have been resolved, whichever period of time is longer.
22. **No Limit of Liability.** Nothing in this Agreement shall be construed to limit CONTRACTOR's liability to the Unified Government as such liability may exist by or under operation of law.
23. **Indemnification.** CONTRACTOR shall indemnify, defend, and hold the Unified Government harmless from and against all claims, losses, damages, judgments or costs arising from or in any way related to CONTRACTOR's activities to be carried out pursuant to the obligations of this Agreement. This indemnification shall not be subject to any limitations of remedies or warranties which are contained in this or any other agreement and shall survive termination of this or any other agreement between the parties hereto or thereto.
24. **Governing Law.** The Agreement and the rights and obligations of the parties hereunder are to be governed by and construed and interpreted in accordance with the laws of the State of Kansas applicable to contracts made and to be performed wholly within Kansas, without regard to choice or conflict of laws rules. The parties hereto submit to the exclusive jurisdiction of and venue in the state courts located in Wyandotte County, Kansas, or the U.S. District Court, District of Kansas, for purposes of any suit arising hereunder instituted by any party.
25. **Counterparts.** This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same agreement. Electronic and digital format signatures (e.g., .JPG, .PDF) shall be considered as original signatures. A signed copy of this Agreement delivered by facsimile, e-mail, or other means of Electronic Transmission

shall be deemed to have the same legal effect as delivery of an original signed copy of this Agreement.

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## **ATTACHMENTS**

**Unified Government “Exhibit A” Signatures**

**Unified Government “Exhibit B” Wyandotte Subrecipient ARPA Agreement  
TEMPLATE**

**ATTACHMENT A: SIGNATURES**

**Notice of Funding Availability (NOFA)**

**N41117**

By submission of this response, the undersigned certifies that the Offeror has the full authority to perform the services and to execute any resulting contract awarded as the result of, or on the basis of, the response.

I hereby certify that the attached response has been prepared in compliance with the specifications.

Business Name: \_\_\_\_\_

Authorized Representative: \_\_\_\_\_

Signature: \_\_\_\_\_

Title: \_\_\_\_\_

Address: \_\_\_\_\_

City: \_\_\_\_\_

State: \_\_\_\_\_

Zip: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

E-Mail: \_\_\_\_\_