CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2016-08

ISSUED **November 10, 2016**

RFP TITLE: **RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT PART A PROGRAM AND MINORITY AIDS INITIATIVE**

Issuing Department:
Administration
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216)201-2000

Sealed proposals will be received until: December 19, 2016 at 11:00 a.m.

All inquiries should be directed to:
Judy V. Wirsching, CFO
Cuyahoga County Board of Health
5550 Venture Drive
Parma, Ohio 44130
(216) 201-2001 ext. 1103
(216) 676-1311 (fax)
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ALL RESPONSES SHALL BE MARKED AS

"SEALED BID"
"REQUEST FOR PROPOSALS"
RYAN WHITE PART A SERVICES FOR THE
CUYAHOGA COUNTY BOARD OF HEALTH

PROPOSALS ARE TO BE MAILED OR HAND-DELIVERED DIRECTLY TO THE ISSUING DEPARTMENT SHOWN ABOVE. ANY PROPOSAL RECEIVED AFTER THE TIME AND DATE SPECIFIED ABOVE WILL BE RETURNED UNOPENED.

PUBLIC NOTICE
REQUEST FOR PROPOSALS FOR

RYAN WHITE
HIV/AIDS TREATMENT EXTENSION ACT
PART A PROGRAM & MINORITY AIDS INITIATIVE

RFP# 2016-08

The Cuyahoga County Board of Health is now soliciting sealed proposals for Ryan White HIV/AIDS Treatment Extension Act Part A and Minority AIDS Initiative Programs for Direct Care from vendors. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 no later than 11:00 A.M. local time on December 19, 2016.

A pre-proposal conference is scheduled for November 21, 2016 at 10:00 A.M. for Direct Care Services at the Cuyahoga County Board of Health at the address set forth above. Attendance is strongly recommended but not mandatory.

This notice and proposal may be viewed at the following Board website: www.ccbh.net by clicking on the “Business” tab on the home page. Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net.

Judy V. Wirsching, CFO

Published in the Cleveland Plain Dealer on Thursday, November 10, 2016.

I. PROPOSAL INFORMATION

A. Background Statement

Congress first authorized the Ryan White Comprehensive AIDS Resources Emergency Act in 1990 and re-authorized the legislation in 1996, 2000 and 2006. The legislation was most recently reauthorized in October 2009 as the Ryan White HIV/AIDS Treatment Extension Act of 2009 (RW Act). This legislation represents the largest dollar investment made by the Federal government specifically for the provision of services for people living with HIV disease.

The program serves uninsured and underinsured persons living in a six-county service area that includes Ashtabula, Cuyahoga, Geauga, Lake, Lorain, and Medina counties in Ohio. Funding for the grants comes from the federal Ryan White HIV/AIDS Treatment Extension Act of 2009 (Public Law 111-87), Part A, U.S. Department of Health and Human Services (HHS), Health Resources Services Administration (HRSA).

In accordance with requirements of the federal legislation, the County Executive appoints a thirty-five member community planning body to work with the Part A program. The Cuyahoga Regional HIV Services Planning Council ("Planning Council") meets ten times a year to assess community needs, determine service priorities and allocate grant dollars to service categories based on community needs assessment and service usage and develop a comprehensive plan for the area. Planning Council meetings are open to the public and minutes of the meetings are available to interested parties through the Part A office and on the Part A website http://www.ccbh.net/ryan-white-provider-resources/.

The Part A and MAI funding is to create and maintain an accessible comprehensive continuum of quality care. The Planning Council has identified a continuum of care for the Cleveland TGA based on needs assessment surveys and available funding. The core of the continuum consists of both primary medical care and the supportive services that help Persons Living with HIV/AIDS (PLWH/A) to access and remain in care. This core is surrounded by services that facilitate optimal access to and full utilization of medical and supportive services.

The program and all corresponding county grant contracts are administered by the Cuyahoga County Board of Health.

Part A of the Act provides grant funding directly to Eligible Metropolitan Areas (EMA's) and Transitional Grant Areas (TGA's) with the largest number of reported cases of AIDS, to meet service needs of people living with HIV disease. Our six-county service area is referred to as the TGA.

The Cuyahoga County Board of Health is the designated grant administrator by the Cuyahoga County Executive. As the grant administrator, the Board is seeking proposals for direct services to support the following service categories: **Outpatient/Ambulatory Health Services, Medical Case Management, Oral Health Care, Substance Abuse Outpatient Care, Mental Health Services, Medical Nutrition Therapy, Health Insurance Premium and Coast Sharing Assistance, Early Intervention Services, Home Health Care, Home and Community-Based Health Services, Medical Transportation, Emergency Financial Assistance, Non-Medical Case Management Services, Psychosocial Support Services, Substance Abuse Services (residential), Food Bank/Home Delivered Meals, Outreach Services, and Other Professional Services including**

legal and permanency planning.

B. Proposal Format

The Board discourages overly lengthy and costly proposals. In order for the Board to evaluate proposals fairly and completely, vendors should follow the format set forth herein and provide all of the information requested.

Proposals that do not adhere to these formatting requirements may be considered non-responsive. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Responses must be submitted with one (1) original and six (6) copies in addition to one (1) electronic document of the proposal with all required information. All proposals submitted will become the property of the Board and will not be returned.

Proposals must remain open and valid for one hundred and eighty (180) days from the opening date, unless the time for awarding the contract is extended by mutual consent of the Board and the vendor.

C. Need Statement

The Cuyahoga County Board of Health is accepting proposals for a one-year period with the Board's option to extend the service for two additional one year renewals, for the delivery of direct services to support persons living with HIV/AIDS residing within our six county service area.

The funded grant year and service year for provider contracts with federal Part A and Minority AIDS Initiative (MAI) funding run from March 1, 2017 through February 28, 2018 with an option to extend to March 1, 2018 through February 28, 2019 and March 1, 2019 through February 29, 2020.

The program, services and all contracts are contingent upon funding from the U.S. Department of Health and Human Services. Funding for FY2017 does not guarantee funding for FY2018 or FY2019.

The total dollar amount made available from HHS to Part A programs nationwide has grown from $86 million in 1991 to over $627 million in 2016. The total amount awarded to the Cleveland TGA has grown from $1.4 million in 1996 to more than $4.5 million in 2016.

II. PROJECT SPECIFICATIONS

A. CLEVELAND TGA

Part A services are available to persons residing in the federally designated six-county Transitional Grant Area (TGA) which includes Ashtabula, Cuyahoga, Geauga, Lake, Lorain and Medina counties in Ohio.

B. SERVICE AREA DEMOGRAPHICS & EPIDEMIOLOGY

According to the Centers for Disease Control and Prevention and the Ohio Department of Health as of 2014 there are 5,086 persons living with HIV/AIDS in the Part A service area. The table below illustrates the 2014 Persons Living with HIV/AIDS (PLWHA) incidence and prevalence rates compared to the general population.

2014 PLWHA Summary compared to general population by county			
Cleveland TGA County	2014 Incidences	2014 Prevalence	General Population
Ashtabula	3	99	99,175
Cuyahoga	210	4381	1,259,828
Geauga	2	34	94,295
Lake	6	150	229,230
Lorain	8	346	304,216
Medina	2	76	176,029
Totals:	231	5086	2,162,773

*Ohio Department of Health for Incidence and prevalence rates
*2014 U.S. Census data for the general population data

C. TARGETED SUB-POPULATIONS

Federal and local priorities include emphasis on:

- Disproportionately affected populations such as Black/African American, men who have sex with men (MSM)
- Disproportionately affected populations such as Black/African American and Hispanic youth ages 13-24
- Persons who know their HIV/AIDS status and are not receiving care
- Persons who have been recently diagnosed with HIV/AIDS
- People with HIV/AIDS who are out of care
- Identifying PLWH/A and providers in outlying areas of the TGA: Ashtabula, Geauga, Lake, Lorain and Medina Counties.
- Traditionally underserved populations including minorities, women, infants, children and youth.

D. SCOPE OF SERVICES

1. GENERAL:

The Cuyahoga County Board of Health will accept proposals for the identified eighteen service categories. Each service category addresses the needs of men, women, infants and children, and youth with HIV/AIDS. Awards will be based upon a pre-defined unit of service, certified unit costs or cost reimbursement, an estimate of the number of clients served and number of service units delivered during the funded period. Providers may submit proposals for any one or any combination of services. Proposals may be funded in whole or in part. The Board of Health reserves the right to accept, re-negotiate or set service delivery costs prior to contracting.

HRSA is requiring strong emphasis on Early Identification of Individuals with HIV/AIDS (EIIHA). EIIHA is the identifying, counseling, testing, informing, and referring of diagnosed and undiagnosed individuals to appropriate services as well as linking newly diagnosed HIV positive individuals to care. All providers will be asked to identify how they will build strategies to address this population. Early Intervention Services (EIS) will lead the efforts of EIIHA. All proposals for EIS must address coordination with prevention services, counseling and testing centers, as well as RW Part A providers.

2. FUNDED SERVICES:

Part A funds are subject to Section 2604(c) of the Public Health Service Act, which requires that not less than 75 percent of the funds be used to provide core medical services that are needed in the TGA for individuals with HIV/AIDS who are identified and eligible under the Ryan White HIV/AIDS Program. The Cuyahoga Regional HIV Services Planning Council has identified the following eighteen service categories to receive grant funding in the 2017 grant year contingent upon the Grantee not receiving a core medical services waiver:
*Detailed service descriptions follow.

Service Category	Type of Service – Core or Support	% of Funds Allocated to Service
Outpatient/Ambulatory Health Services	**Core**	**20.97%**
Medical Case Management	**Core**	**23.22%**
Oral Health Care	**Core**	**15.63%**
Substance Abuse Outpatient Care	**Core**	**.51%**
Mental Health Services	**Core**	**4.05%**
Medical Nutrition Therapy	**Core**	**1.28%**
Health Insurance Premium Cost Sharing Assistance	**Core**	**2.60%**
Early Intervention Services	**Core**	**7.48%**
Home Health Care	**Core**	**0.27%**
Home and Community-Based Health Services	**Core**	**1.13%**
Medical Transportation	**Support**	**1.29%**
Emergency Financial Assistance	**Support**	**2.59%**

Non-Medical Case Management Services	Support	7.75%
Psychosocial Support Services	Support	1.28%
Substance Abuse Services (residential)	Support	0.69%
Food Bank/Home Delivered Meals	Support	2.33%
Outreach Services	Support	2.86%
Other Professional –Legal and Permanency planning	Support	4.07%

3. BASIS FOR SERVICE DELIVERY

Awards will be based upon certified unit costs, cost reimbursement or pre-defined unit of service, an estimate of the number of clients served and number of service units delivered during the funded period.

E. GENERAL SERVICE DEFINITIONS & SERVICE DELIVERY

The following section provides specific service definitions, service delivery and any special reporting requirements for each of the services funded in the grant year. Please note that the services are listed in alphabetical order by core and support services.

For each funded service, a definition has been developed based on guidelines provided by HRSA, the intent of the local Planning Council and standards of practice determined by the grantee. Unless other agreements are made, proposals should reflect and service contracts will be written to reimburse providers for the services as they are defined herein.

Please note: The Ryan White Part A Program is the “payer of last resort.” This means providers must make reasonable efforts to identify and secure other funding sources outside of Ryan White legislation funds whenever possible. Part A funds are intended to be “the payer of last resort” for the provision of care. Providers are responsible for verifying an individual’s eligibility by investigating and eliminating all other potential billing sources for each service, including public insurance programs or private insurance. Part A funds may not be used to supplant partial reimbursements from other sources to make up any un-reimbursed portion of the cost of such services. For other funding exclusions and restrictions, please refer to section H on page 19: Funding Exclusions and Restrictions.

Proposals with service definitions and/or protocols that are not consistent with the local Part A service definition will not be considered for funding. If a proposal is selected for a service contract and the services provided do not meet the Part A service definitions and follow the National Monitoring Standards and Local standards of Care, those services will not be reimbursed.

SERVICE UNIT

Unless otherwise noted, a unit of service is defined as direct client contact or service in a defined amount of time that may be billed in fractions thereof. Please refer to Attachment G page 47.

CORE SERVICES:

Service: Early Intervention Services (EIS)

Counseling individuals with respect to HIV/AIDS; testing (not funded through Ryan White Part A); referrals; other clinical and diagnostic services regarding HIV/AIDS; periodic medical evaluations for individuals with HIV/AIDS; and providing therapeutic measures.

RWHAP Part A EIS services must include the following four components:

- Targeted HIV testing (not funded through Ryan White Part A) to help the unaware learn their HIV status and receive referral to HIV care and treatment services if found to be HIV-infected.
    - Recipients must coordinate these testing services with other HIV prevention and testing programs to avoid duplication of efforts.
- Referral services to improve HIV care and treatment services at key points of entry
- Access and linkage to HIIV care and treatment services such as HIV Outpatient/Ambulatory Health Services, Medical Case Management, and Substance Abuse Care
- Outreach services and Health Education/Risk Reduction related to HIV diagnosis

Services should be targeted to the following populations:

- Newly diagnosed
- Receiving other HIV/AIDS services but not in primary care
- Formerly in care – dropped out
- Never in care
- Unaware of HIV status

EIS programs must have signed linkage agreements to work with key points of entry.

Given that EIS leads EIIHA (Early Identification of Individuals with HIV/AIDS) efforts, EIS programs must coordinate with prevention services, counseling and testing centers, as well as other RW Part A providers.

Unit of Service: 1 unit = 15 minute client encounter

Service: Health Insurance Premium and Cost-Sharing Assistance (HIPCSA)

Provision of financial assistance for eligible clients living with HIV to maintain continuity of health insurance coverage, or to receive medical and pharmacy benefits under a health care coverage program. To use RWHAP funds for health insurance premium and cost-sharing assistance, a RWHAP Part A recipient must implement a methodology that incorporates the following requirements:

- RWHAP Part A recipients must ensure that clients are buying health coverage that, at a minimum, includes at least one drug in each class of core antiretroviral therapeutics from the Department of Health and Human Services (HHS) treatment guidelines along with appropriate HIV outpatient/ambulatory health services
- RWHAP Part A recipients must assess and compare the aggregate cost of

paying for the health coverage option versus paying for the aggregate full cost for medications and other appropriate HIV outpatient/ambulatory health services, and allocate funding to Health Insurance Premium and Cost Sharing Assistance only when determined to be cost effective.

The service provision consists of either or both of the following:

- Paying health insurance premiums to provide comprehensive HIV Outpatient/Ambulatory Health Services and pharmacy benefits that provide a full range of HIV medications for eligible clients
- Paying cost-sharing on behalf of the client

HIPCSA Programs must have a documented process for payment of insurance premiums, deductibles, and co-payments as well as prescription co-payments that includes the following:

- Documenting cost/benefit analysis of insurance plan
- Verifying health insurance coverage of medication for HIV/AIDS is reasonably comparable to coverage and costs funded by the Ryan White Part A services
- Accounting system to ensure timely payments of premiums to avoid policy cancellations
- Process to determine when established limits of funds and time have been met for each client
- Process to ensure policy and payments are paid on behalf of client only

Clients must have incomes 301% - 500% Federal Poverty Level (FPL)

Unit of Service: 1 unit = 1 payment

Service: Home and Community - Based Health Services

Home and Community-Based Health Services are provided to a client living with HIV in an integrated setting appropriate to a client's needs, based on a written plan of care established by a medical care team under the direction of a licensed clinical provider. Services include:

- Appropriate mental health, developmental, and rehabilitation services
- Day treatment or other partial hospitalization services
- Durable medical equipment
- Home health aide services and personal care services in the home

Inpatient hospitals, nursing homes, and other long-term care facilities are not considered an integrated setting for the purposes of providing home and community-based health services.

Unit of Service: 1 unit = 60 minute visit

Service: Home Health Care

Home Health Care is the provision of services in the home that are appropriate to a client's needs and are performed by licensed professionals. Services must relate to the client's HIV disease and may include:

- Administration of prescribed therapeutics (e.g. intravenous and aerosolized treatment, and parenteral feeding)
- Preventive and specialty care
- Wound care
- Routine diagnostic testing administered in the home
- Other medical therapies

Services require a medical referral stating the need for home health services and the expected length of care. The provision of Home Health Care is limited to clients that are homebound. Home settings do not include nursing facilities or inpatient mental health/substance abuse treatment facilities.

Unit of Service: 1 unit = 60 minute visit

Service: Medical Case Management

Medical Case Management is the provision of a range of client-centered activities focused on improving health outcomes in support of the HIV care continuum. Activities may be prescribed by an interdisciplinary team that includes other specialty care providers. Medical Case Management includes all types of case management encounters (e.g., face-to-face, phone contact, and any other forms of communication). Key activities include:

- Initial assessment of service needs
- Development of a comprehensive, individualized care plan
- Timely and coordinated access to medically appropriate levels of health and support services and continuity of care
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family members' needs and personal support systems
- Treatment adherence counseling to ensure readiness for and adherence to complex HIV treatments
- Client-specific advocacy and/or review of utilization of services

In addition to providing the medically oriented services above, Medical Case Management may also provide benefits counseling by assisting eligible clients in obtaining access to other public and private programs for which they may be eligible (e.g., Medicaid, Medicare Part D, State Pharmacy Assistance Programs, Pharmaceutical Manufacturer's Patient Assistance Programs, other state or local health care and supportive services, and insurance plans through the health insurance Marketplaces/Exchanges). Individuals providing medical case management must be a licensed social worker and are expected to have specialized training in medical case management models.

Medical Case Management includes all provisions listed above and requires a patient whose acuity level requires the case manager also manage their medical care, schedule and monitor medical appointments, lab work, medication treatment adherence, other indicated services including dietician, mental health and substance abuse screenings/treatment and other supports.

Unit of Service: 1 unit = 15 minute client encounter

Service: Medical Nutrition Therapy

Medical Nutrition Therapy includes:

- Nutritional assessment and screening
- Dietary/nutritional evaluation
- Food and/or nutritional supplements per medical provider's recommendation
- Nutritional education and/or counseling

These services can be provided in individual and/or group settings and outside of HIV Outpatient/Ambulatory Health Services. All services performed under this service category must be pursuant to a medical provider's referral and based on a nutritional plan developed by the registered dietician or other licensed nutrition professional.

Unit of Service: 1 unit = 15 minute client encounter

Service: Mental Health Services

Mental Health Services are the provision of outpatient psychological and psychiatric screening, assessment, diagnosis, treatment, and counseling services offered to clients living with HIV. Services are based on a treatment plan, conducted in an outpatient group or individual session, and provided by a mental health professional licensed or authorized within Ohio to render such services. Such professionals typically include psychiatrists, psychologists, and licensed clinical social workers.

Unit of Service: 1 unit = 1 client encounter

Service: Oral Health Care

Oral Health Care services provide outpatient diagnostic, preventative, and therapeutic services by dental health care professionals, including general dental practitioners, dental specialists, dental hygienists, and licensed dental assistants.

Unit of Service: 1 unit = 1 visit/procedure

Service: Outpatient/Ambulatory Health Services

Outpatient/Ambulatory Health Services are diagnostic and therapeutic services provided directly to a client by a licensed healthcare provider in an outpatient medical setting. Outpatient medical settings include clinics, medical offices, and mobile vans where clients do not stay overnight. Emergency room or urgent care services are not considered outpatient settings. Allowable activities include:

- Medical history taking

- Physical examination
- Diagnostic testing, including laboratory testing
- Treatment and management of physical and behavioral health conditions
- Behavioral risk assessment, subsequent counseling, and referral
- Preventive care and screening
- Pediatric developmental assessment
- Prescription, and management of medication therapy
- Treatment adherence
- Education and counseling on health and prevention issues
- Referral to and provision of specialty care related to HIV diagnosis

Service Unit: Budgets may be developed on a unit rate model, fee schedule model, or cost reimbursement model. A corresponding fee schedule must be included with the proposal if using fee schedule model.

Unit of Service: 1 unit = 15 minute client encounter for FTE model services
1 unit = 1 encounter for physicians and specialty services
1 unit = 1 lab for laboratory services

Service: Substance Abuse Outpatient Care

Substance Abuse Outpatient Care is the provision of outpatient services for the treatment of drug or alcohol use disorders. Services include:

- Screening
- Assessment
- Diagnosis, and/or
- Treatment of substance use disorder, including:
    - Pretreatment/recovery readiness programs
    - Harm reduction
    - Behavioral health counseling associated with substance use disorder
    - Outpatient drug-free treatment and counseling
    - Medication assisted therapy
    - Neuro-psychiatric pharmaceuticals
    - Relapse prevention

Unit of Service: 1 Unit = 1 individual or group encounter

SUPPORT SERVICES:

Service: Emergency Financial Assistance

Emergency Financial Assistance provides limited one-time or short-term payments to assist the RWHAP client with an emergent need for paying for essential medications or prescription eye wear. Emergency financial assistance can occur as a direct payment to an agency or through a voucher program. Direct cash payments to clients are not permitted. Agencies providing medication

assistance under Emergency Financial Assistance must be a current Cleveland Ryan White Part A provider of Outpatient/Ambulatory Health Services with the required 340B certification.

It is expected that all other sources of funding in the community for emergency financial assistance will be effectively used and that any allocation of RWHAP funds for these purposes will be as the payer of last resort, and for limited amounts, uses and periods of time.

Unit of Service: 1 Unit = 1 Prescription

Service: Food Bank/Home Delivered Meals

Food Bank/Home Delivered Meals refers to the provision of actual food items, hot meals, or a voucher program to purchase food. This also includes the provision of essential non-food items that are limited to the following:

- Personal hygiene products
- Household cleaning supplies
- Water filtration/purification systems in communities where issues of water safety exist

Unallowable costs include household appliances, pet foods, and other non-essential products.

Unit of Service: 1 unit = 1 meal or 1 bag of groceries

Service: Medical Transportation Services

Medical Transportation is the provision of nonemergency transportation services that enable an eligible client to access or be retained in core medical and support services.

Medical transportation may be provided through:

- Contracts with providers of transportation services
- Mileage reimbursement (through a non-cash system) that enables clients to travel to needed medical or other support services, but should not in any case exceed the established rates for federal Programs (Federal Joint Travel Regulations provide further guidance on this subject)
- Organization and use of volunteer drivers (through programs with insurance and other liability issues specifically addressed)
- Voucher or token systems

Unit of Service: 1 unit = 1 transportation voucher

Service: Non- Medical Case Management Services

Non-Medical Case Management services provide guidance and assistance in accessing medical, social, community, legal, financial, and other needed services. Non-Medical Case Management Services have as their objective providing guidance and assistance in improving access to needed services whereas Medical Case Management services have as their objective improving health care outcomes.

Services may focus on:

- Housing coordination and referral assistance to enable an individual to gain or maintain access to and compliance with HIV-related medical care and treatment. Or,
- Benefit coordination to include assisting eligible clients to obtain access to other public and private programs for which they may be eligible.

Key activities include:

- Initial assessment of service needs
- Development of a comprehensive individual care plan
- Continuous client monitoring to assess the efficacy of the care plan
- Re-evaluation of the care plan at least every 6 months with adaptations as necessary
- Ongoing assessment of the client's and other key family member's needs and personal support systems

Unit of Service: 1 unit = 15 minute client encounter

Service: Other Professional Services

Other Professional Services allow for the provision of professional and consultant services rendered by members of particular professions licensed and/or qualified to offer such services by local governing authorities. Such services may include:

- Legal services provided to and/or on behalf of the individual living with HIV and involving legal matters related to or arising from their HIV disease, including:
    - Assistance with public benefits such as Social Security Disability Insurance
    - Interventions necessary to ensure access to eligible benefits, including discrimination or breach of confidentiality litigation as it relates to services eligible for funding under the RWHAP
    - Preparation of:
        - Healthcare power of attorney
        - Durable powers of attorney
        - Living wills
- Permanency planning to help clients/families make decisions about the placement and care of minor children after their parents/caregivers are deceased or are no longer able to care for them, including:
    - Social service counseling or legal counsel regarding the drafting of wills or delegating powers of attorney
    - Preparation for custody options for legal dependents including standby guardianship, joint custody, or adoption

Unallowable services include criminal defense and/or class-action suits unless related to access to services eligible for funding under the Ryan White HIV/AIDS Program.

Unit of Service: 1 unit = 15 minute client encounter

Service: Outreach Services

Outreach Services include the provision of the following three activities:

- Identification of people who do not know their HIV status and linkage into Outpatient/Ambulatory Health Services
- Provision of additional information and education on health care coverage options
- Reengagement of people who know their status into Outpatient/Ambulatory Health Services

Outreach programs must be:

- Conducted at times and in places where there is a high probability that there will be individuals with HIV infection and/or exhibiting high-risk behavior
- Designed to provide quantified program reporting of activities and outcomes to accommodate local evaluation of effectiveness
- Planned and delivered in coordination with local and state HIV prevention outreach programs to avoid duplication of effort
- Targeted to populations known, through local epidemiologic data or review of service utilization data or strategic planning processes, to be at disproportionate risk for HIV infection

Funds may not be used to pay for HIV counseling or testing under this service category.

Unit of Service: 1 unit = 15 minute client encounter

Service: Psychosocial Support Services

Psychosocial Support Services provide group or individual support and counseling services to include HIV support groups to assist eligible people living with HIV to address behavioral and physical health concerns.

Unit of Service: 1 unit = 15 minute client encounter

Service: Substance Abuse Services (residential)

Substance Abuse Services (residential) is the provision of services for the treatment of drug or alcohol use disorders in a residential setting to include screening, assessment, diagnosis, and treatment of substance use disorder. This service includes:

- Pretreatment/recovery readiness programs
- Harm reduction
- Behavioral health counseling associated with substance use disorder
- Medication assisted therapy
- Neuro-psychiatric pharmaceuticals
- Relapse prevention
- Detoxification, if offered in a separate licensed residential setting (including a separately-licensed detoxification facility within the walls of an inpatient medical or psychiatric

hospital)

Substance Abuse Services (residential) is permitted only when the client has received a written referral from the clinical provider as part of a substance use disorder treatment program funded under the RWHAP. RWHAP funds may not be used for inpatient detoxification in a hospital setting, unless the detoxification facility has a separate license.

Unit of Service: 1 unit = 1 day of residential service

F. CLIENT ELIGIBILITY, RECORDS AND DATA/REPORTING:

1. Client Eligibility

Ryan White Part A funded services are available to any individual living with HIV/AIDS, who meets income guidelines, resides in the designated TGA who is either uninsured or whose insurance does not cover the needed services and is not eligible for services provided under any other program. Services are limited to those individuals residing in the TGA area - Ashtabula, Cuyahoga, Geauga, Lake, Lorain or Medina counties.

The Ryan White Part A Program is the "payer of last resort." This means providers must vigorously pursue other funding sources outside of Ryan White legislation funds whenever possible. Part A funds are intended to be "the payer of last resort" for the provision of care. Providers are responsible for verifying an individual's eligibility by investigating and eliminating all other potential billing sources for each service, including public insurance programs, or private insurance. Part A funds may not be used to supplant partial reimbursements from other sources to make up any un-reimbursed portion of the cost of such services. **It is the provider's responsibility to determine eligibility including ruling out eligibility for all other sources of funding.** The Board shall have the final determination of whether appropriate effort was made and as to the insurance status of the consumer at the time of service. A provider bidding on services to be provided within the FY2017 grant year will follow the Cleveland TGA Eligibility Policy and complete the Eligibility form.

2. Records

a. Agencies providing any Ryan White Part A funded service are required to maintain an individual case record or medical record for each client served. The record shall contain:

1. Verification of eligibility to receive Ryan White funded services in CAREWare.
    - a. Verification of HIV Status;
    - b. Verification of insurance status, including eligibility for Medicaid;
    - c. Verification of income; and
    - d. Verification of residency within the TGA.
2. A signed copy of a client release of information form.
3. Completed annual eligibility form and 6 month reassessment.
4. A signed client rights/responsibilities statement.
5. Original and revised need assessments specific to service standards and protocols.
6. Treatment or service plans specific to service standards and protocols.
7. Any required medical or other referral or certification required to receive specific services.

8. Appropriate documentation or verification of appointment(s), attendance or receipts for services.
9. Other documentation required by the agency or accrediting or certifying entity.
10. A copy of the agency's sliding fees scale.
11. Notations of all client contact/treatment as required by service standards and documentation for invoicing.
12. Additional information may be required specific to standards of care or the Part A program.

b. The services billed must match the services documented in the client record and CAREWare. The specific invoicing format will be provided by the Part A program office.

c. Client records should be kept in a consistent and organized fashion at each agency.

d. If a client requests to be served by another provider, all Ryan White Part A funded agencies are required to:
   1. Honor the request for transfer;
   2. Provide the client with a list of other community providers to choose from; and
   3. Transfer a copy of all necessary client records to the new provider upon request by the client.

e. In the event any contract agency discontinues services in the middle of a grant funded year or chooses not to re-apply for funding in the next year, or is not selected to be funded to provide services in the next year and has an open caseload of clients seen in the past 12 months for any service, the agency is required to:
   1. Notify the Part A program office in writing of the date services will end and number of clients in service;
   2. Provide the Part A program office a list of all clients seen in the past 12 months with date of last service;
   3. Provide the Part A program office with a specific plan to contact and transfer clients to other providers; and
   4. Meet with any providers assuming cases to assist in transferring clients with uninterrupted services.

3. Data/Reporting

a. Client level data will be collected via the RW Part A CAREWare data collection and reporting system.

b. Data will be entered as live time data with no longer than 45 days to enter third party data (i.e., lab results).

c. The data sharing component will be implemented in accordance with HRSA procedures for the FY2017 grant and will be required if bidding on services.

d. The minimum data elements required will be no less than the mandated reporting requirements by HRSA for the annual report as well as any other HRSA defined reports.

e. Other data elements will be collected and reported through CAREWare per the Part A program's discretion including quality management and fiscal components.

f. All providers will maintain clean and accurate data year round utilizing CAREWare. It will be the main repository of data for the RW Part A clients in the Cleveland TGA.

g. The Part A Program office reserves the right to request additional data/reports outside of the standard data reporting practices under legislative, local or state bodies for Ryan White reporting.

h. Providers will submit itemized monthly invoices in accordance with their contract for all client services utilizing the forms prescribed by the Part A Program office.

i. Semi- Annual and Annual Summary Reports using the program prescribed formats.

j. Additional reports as requested by the Part A program office.

G. VENDOR MONITORING, EVALUATION AND QUALITY ASSURANCE

Respondents who apply for Part A/MAI funding are agreeing to comply with the National Monitoring Standards for Ryan White HIV/AIDS Part A sub-recipients. This includes the universal, fiscal and programmatic standards. The standards document may be obtained from http://hab.hrsa.gov/manageyourgrant/granteebasics.html or on the Board's website at http://www.ccbh.net/ryan-white-provider-resources/

All service providers should expect, at minimum, one annual monitoring visit pertaining to the National Monitoring Standards, local standards of care and outcomes for each funded service category. Agencies will be given prior notification of monitoring visits. A random selection of case files will be reviewed during the visit.

Each agency will receive a written monitoring summary following the review. Providers are encouraged to meet with the Part A Program office to review the summary in person and discuss programmatic issues. In the event the review raises concerns, a corrective action plan will be required and a second review will be scheduled. Failure to correct concerns may result in suspension of future reimbursement or service contracts.

Funded agencies are responsible for maintaining all necessary records and documentation for verifying services and auditing purposes. Depending on the specific service, these include but are not limited to: The client case record, intake forms (with client ID and demographic data), eligibility determination, service needs assessments, date of service(s), specific service information, referrals where required, receipts where required, and any other documentation as needed.

In addition, funded agencies are encouraged to share any agency QA reports relating to Part A clients and services with the Part A Program office . These reports will be helpful when the Part A Program office reports on our program to HRSA, useful for planning future services and helpful in reviewing provider service delivery.

H. FUNDING EXCLUSIONS AND RESTRICTIONS

1. Per Presidential Executive Order issued August 11, 2000, every Ryan White program that receives federal funds is required to take reasonable steps to assure meaningful access to their programs by Limited English Proficiency (LEP) persons. Each covered entity that provides services or benefits

directly to the public shall develop language assistance procedures for **a)** assessing the language needs of the population served; **b)** translating both oral and written materials.

2. Program Income - The RW Act legislation requires grantees to collect and periodically report information on program income. The program income is to be returned to the respective Ryan White HIV/AIDS Program and used to provide eligible services to eligible clients. "Program income is gross income—earned by a recipient, sub-recipient, or a contractor under a grant—directly generated by the grant-supported activity or earned as a result of the award. Program income includes, but is not limited to, income from fees for services performed (e.g., direct payment, or reimbursements received from Medicaid, Medicare and third-party insurance); and income a recipient or sub-recipient earns as the result of a benefit made possible by receipt of a grant or grant funds, e.g., income as a result of drug sales when a recipient is eligible to buy the drugs because it has received a Federal grant."

    a. As specified on the Part A notice of grant award (NGA), program income must be "Added to funds committed to the project or program and used to further eligible project or program objectives." Grantees are responsible for ensuring that sub-recipients have systems in place to account for program income, and for monitoring to ensure that sub-recipients are tracking and using program income consistent with grant requirements.

    b. All program income must be reported monthly as a part of the request for payment process.

3. Pursuant to Section 2605 (a)(6) of the RW Act, funds cannot be used to pay for any item or service that can reasonably be expected to be paid under any State compensation program, insurance policy, Federal or State health benefits program, or by any entity that provides health services on a prepaid basis. The Ryan White Part A Program is the "payer of last resort." This means providers must make reasonable efforts to identify and secure other funding sources outside of Ryan White legislation funds, whenever possible. Part A funds are intended to be "the payer of last resort" for the provision of care. Providers are responsible for verifying an individual's eligibility by investigating and eliminating all other potential billing sources for each service, including public insurance programs, or private insurance. Agencies must comply with the Cleveland TGA Eligibility Policy. Agencies may not provide Ryan White-funded services under presumptive eligibility. RW Act funds may not be used to supplant partial reimbursements from other sources to make up any un-reimbursed portion of the cost of such services.

4. If the Sub-Recipient elects to use RW Act funds for services, which are eligible for both third party reimbursement and grant funding, the Sub-Recipient must have a system in place to bill and collect from the appropriate third party payer. Only if the client has been determined to not be eligible for reimbursement from Medicaid or other third party payers, may the Sub-Recipient use grant funds to provide these services. The Sub-Recipient may use RW Act funds while a Medicaid eligibility determination is pending, but must back bill Medicaid during the retroactive period of enrollment. The Board reserves the right to review records and or require proof that grant funds are not being used to support clients enrolled in third party reimbursement programs. Under Section 2604 (e), the Board can only contract with Medicaid-certified providers if the service is covered under Medicaid.

5. The Sub-Recipient warrants that payments received from the Board for services under this contract shall be considered payment in full for such services and that no additional claims or payments shall be sought or received by another payer source for any part or all of such services.

6. Sub-Recipient administrative costs may not exceed 10% of total direct costs for any service category at any time during the grant year.

7. The Sub-Recipient shall not use RW Act funds for the following:
   a. Pre-Exposure Prophylaxis (PrEP) or non-occupational Post-Exposure Prophylaxis (nPEP)
   b. Costs of operating clinical trials of investigational agents or treatments;
   c. Costs of funeral, burial, cremation or other related expenses:
   d. Clothing purchases;
   e. To purchase a vehicle;
   f. Cash payments to intended recipients of services;
   g. Purchasing or construction of real property;
   h. Criminal defense legal services.
   i. Direct maintenance expenses of privately owned vehicles or any other costs associated with a vehicle, such as lease or loan payments, vehicle insurance, or license registration fees;
   j. Improvements to land, or to purchase, construct;
   k. Improvements to any building, except for minor remodeling;
   l. Payment of personal property taxes;
   m. Fundraising expenses;
   n. Foreign travel;
   o. Incentive costs or payments (by check, gift card, or other mechanism) to volunteers or patients participating in a grant-supported project or program or to motivate individuals to take advantage of grant-supported health care or other services unless Sub-Recipient receives prior written consent of the Board;
   p. Entertainment Costs;
   q. Bad Debts;
   r. To support Syringe Services Programs, inclusive of syringe exchange, access, and disposal;
   s. Outreach programs which have HIV prevention education as their exclusive purpose, or broad-scope awareness activities about HIV services that target the general public.

I. MINIMUM QUALIFICATIONS TO APPLY

Organizations who have current 501 (c) (3) non-profit status and who provide services to residents within the Cleveland TGA;

Local Governmental Agencies within the Cleveland TGA; or

Funds may be awarded to for-profit entities if they are the only available providers of quality HIV care.

J. PROGRAM REQUIREMENTS

1. Comply with all requirements defined in this RFP and by HRSA.

2. Attend required Part A Program office meetings to discuss program, fiscal or quality topics to include the clinical quality management committee meetings.

3. Serve all eligible clients referred and determined eligible for Part A services that reside with the TGA.

4. Demonstrate coordination, collaboration and partnerships with other community service providers especially by linking clients to services not provided at your agency.

5. Provide each client with information and referral regarding all Part A services and providers and other community services for persons living with HIV/AIDS.

6. Promote consumer driven access to primary care and other services as appropriate.

7. Adhere to applicable "Standards of Care" and professional protocols for the contracted service(s).

8. Attend Part A Program office/vendor meetings throughout the year to review program, services, usage, and any questions or concerns from either party.

9. Contact the Part A Program office at any time during the contract service year to discuss any program questions or concerns that impact service delivery or billing.

10. Contact the Part A Program office throughout the grant year in regards to potential funding issues such as over or under spending. This is to ensure all dollars are spent effectively, efficiently and timely.

11. Advertise, promote and market RW Part A services to your existing client base and the community for new clients collectively through the RW Part A office following HRSA guidelines for targeted advertising.

12. Participate in the planning process to assist the RW Part A program in providing better services in the community.

13. Document a plan to have active consumer advisory participation attached to the agency's service delivery program. (Agency can utilize an independent consumer group to meet this criterion or can cite that they will engage the Community Liaison Committee of the Cuyahoga Regional HIV Planning Council to meet this requirement.)

14. Applicants should deliver services in a manner that is culturally and linguistically competent, which includes addressing the limited English proficiency (LEP) and health literacy needs of clients. For additional information on HHS guidelines on cultural competency, see the Office of Minority Health National Standards on Culturally and Linguistically Appropriate Services (CLAS) at http://minorityhealth.hhs.gov/templates/browse.aspx?lvl=2&lvlID=15.

15. Submit audits, if required, in accordance with 45 CFR Part 75 to: Federal Audit Clearinghouse Bureau of the Census 1201 East 10th Street Jefferson, IN 47132.

16. This award is subject to the requirements of Section 106 (g) of the Trafficking Victims Protection Act of 2000,as amended (22 U.S.C. 7104). For the full text of the award term, go to http://www.hrsa.gov/grants/trafficking.htm. If you are unable to access this link, please contact the Grants Management Specialist identified in this Notice of Award to obtain a copy of the Term.

17. Consolidated Appropriations Act, 2016, Division H, § 202, (P.L.114-113) enacted December 18, 2015, limits the salary amount that may be awarded and charged to HRSA grants and cooperative agreements to the Federal Executive Pay Scale Level II rate set at $185,100, effective January 10, 2016. This amount reflects an individual’s base salary exclusive of fringe benefits. An individual's institutional base salary is the annual compensation that the recipient organization pays an individual and excludes any income an individual may be permitted to earn outside the applicant organization duties. HRSA funds may not be used to pay a salary in excess of this rate.

18. Effective December 26, 2014, all references to OMB Circulars for the administrative and audit requirements and the cost principles that govern Federal monies associated with this award are superseded by the Uniform Guidance 2 CFR 200 as codified by HHS at 45 CFR 75.

19. Recipients and sub-recipients of Federal funds are subject to the strictures of the Medicare and Medicaid anti-kickback statute (42 U.S.C. 1320a - 7b(b) and should be cognizant of the risk of criminal and administrative liability under this statute, specifically under 42 U.S.C. 1320 7b(b) Illegal remunerations which states, in part, that whoever knowingly and willfully: (A) Solicits or receives (or offers or pays) any remuneration (including kickback, bribe, or rebate) directly or indirectly, overtly or covertly, in cash or in kind, in return for referring (or to induce such person to refer) an individual to a person for the furnishing or arranging for the furnishing of any item or service, OR (B) In return for purchasing, leasing, ordering, or recommending purchasing, leasing, or ordering, or to purchase, lease, or order, any goods, facility, services, or item ....For which payment may be made in whole or in part under subchapter XIII of this chapter or a State health care program, shall be guilty of a felony and upon conviction thereof, shall be fined not more than $25,000 or imprisoned for not more than five years, or both.

20. To serve persons most in need and to comply with Federal law, services must be widely accessible. Services must not discriminate on the basis of age, disability, sex, race, color, national origin or religion. The HHS Office for Civil Rights provides guidance to grant and cooperative agreement recipients on complying with civil rights laws that prohibit discrimination on these bases.

SECTION I – INTRODUCTION (5 points)

Complete one Section I-Introduction per applicant

A. Cover Page

This must include the RFP title, RFP number, services requesting funding consideration, complete vendor name, Agency EIN, Agency accounting basis, mailing address etc. as shown in Appendix I Attachment E.

B. Cover Letter

Proposal Cover Letters should include a brief overview of the services being proposed, the proposed number of clients to be served, and the total funding request. Cover letters must include the telephone number of the person the Board should contact regarding the proposal.

Proposals must confirm that the vendor will comply with all the provisions of this RFP. Any exceptions to the Board contract general terms and conditions should be discussed here.

The vendor must provide a brief description of the organization including history; number of years your organization has been in business; type of services you provide; legal status of vendor organization, ie. corporation, partnership, sole proprietor; Federal Tax ID and DUNS number.

The vendor must submit a copy of its most recent audited or compiled financial statements, with the name, address and telephone number of a contact in the company's principal financing or banking organization. The financial statements must have been completed by a Certified Public Accountant.

The vendor representative authorized to make contractual obligations must sign the cover letter.

C. Table of Contents

Provide sufficient detail so reviewers can locate all the important elements of your document readily. Identify each section of your response as outlined in the proposal package.

D. Executive Summary

Provide a high level overview of your approach, the distinguishing characteristics of your proposal, and the importance of this project to your overall operation. The summary should include an overview of the applicant's unique approach to providing services to specific targeted populations.

SECTION II - PROJECT UNDERSTANDING (20 points)

Complete one Section II-Project Understanding per applicant

Program Narrative

A detailed program description of what the proposed services will be and justification for the services/funding.

1. A description of proposed services, service delivery site(s), direct service staffing and supervision.

2. If the request is for first time funding, describe other sources of funding currently used to support the proposed service(s) (e.g., for whom and for what period of time).

3. A description of population(s) to be served specifying demographics (i.e., gender, race, transmission categories) including approximate percentages of each category. For services related to insurance status (e.g., Outpatient/Ambulatory Health Services, Oral Health Care, Mental Health Counseling) provide approximate percentage of population served that is Medicaid eligible or uninsured.

4. A description of strategies to address the Early Identification of Individuals with HIV/AIDS (EIIHA) population and how you plan to work with EIS providers. Early Intervention Services (EIS) will lead the efforts of EIIHA.

5. A description of unmet need/s to be fulfilled for specific population/s and why the activities proposed address service gaps.

6. Describe how services will increase access to care and complement the community's continuum of care. Include strategies for peer involvement.

7. Describe how services will directly relieve burden to public and not-for-profit hospitals providing a disproportionate share of care to the medically indigent.

SECTION III - METHODOLOGY (15 points)

Complete a separate Section III-Methodology per service category requesting funding

Implementation Plan & Service Protocols Narrative

Proposed implementation plan and service protocol narratives should be developed **for each proposed service category** and include:

A. A description of plans to implement proposed services- goals to be achieved including number of clients to be served and anticipated units of service to be provided with timelines. Agencies should base these goals upon historical service delivery patterns. An Implementation Plan must be completed for each proposed service. The total anticipated units of service to be provided should be used in budgets to develop total service category costs. (Also include PROPOSAL ATTACHMENT F, IMPLEMENTATION PLAN OUTLINE behind the narrative section of the proposal.)

B. A description of specific service protocols from intake through closure or discharge if applicable. Describe service protocol within the context of the proposal and eligibility criteria. (i.e., how many units of service clients will be provided with on a weekly, monthly or annual basis? Is there a limit to the total units of service a client may receive on a monthly or annual basis?). Identify generally accepted public health standards upon which the protocol is based (e.g. viral load funding based on public health standard of quarterly testing).

C. A description of how this service provided at your agency is going to improve a client's overall health outcomes. Identify unique service delivery if applicable.

D. Applicants should attach copies of any relevant forms used in the provision of proposed Part A services: Intake, Eligibility Determination, Attendance, Receipts, Vouchers, Needs Assessments, and others that will help explain service protocols and required recording and reporting behind PROPOSAL ATTACHMENT F.

E. For each proposed service your agency plans to provide, describe how the service is linked to other necessary services that are beneficial to persons living with HIV/AIDS. Explain if these linkages are within your own organization and/or if your agency has a mechanism for referral and follow-up with outside agencies. Explain how your agency is going to ensure barriers to care are eliminated at your agency.

F. A description of client/service transition plans in the event your agency discontinues service for any reason during the grant funded year or does not choose to seek funding in the next grant year and has an open active caseload receiving that service.

SECTION IV - PROJECT MANAGEMENT (20 points)

Complete one Section IV-Project Management per applicant

As a potential subgrantee, it is important to be able to manage the project and ensure that the project team and all stakeholders have a common understanding of how the project will be operated.

Proposed project management narratives should include:

A. A summary of your agency's comprehensive Quality Management Program including specifics on agency efforts to improve viral load suppression.

B. A summary of how your agency is going implement the local eligibility policy and ensure only eligible clients are served.

C. A summary of how your agency will ensure federal fiscal monitoring standards are met at your organization.

D. A summary of how your agency will ensure federal program standards are met at your organization.

E. A summary of how your agency will ensure local standards of care are met at your organization.

F. A description of how data collected in your CQM program be utilized to ensure services are improving client health status.

G. A summary of how your program will identify potential barriers to care for clients.

H. A description of your agency's communication process to ensure all employees are aware of program requirements.

SECTION V - QUALIFICATIONS & EXPERIENCE (25 points)

Complete one Section V-Qualifications & Experience per applicant

A. Prior Experience

Special consideration will be given to agencies/organizations that can demonstrate:

1. A history of service to persons with HIV/AIDS.
2. A proven system for intake that determines eligibility for all possible resources, financial status of patient/client, and documents processes.
3. A history of providing quality care to low-income individuals and those who cannot afford to pay.
4. Services to traditionally underserved target populations, including African Americans, Hispanics/Latino(a)s, Men who have sex with men (MSM), and Youth (age 13-24).
5. A history of partnerships and/or coordination with other community providers.
6. Unique cultural or other competencies beneficial to serving consumer sub-populations in the service area.

B. Organizational Capacity Narrative

A narrative review of the organization's ability to meet the administrative responsibilities required by the grant to support the proposed services.

1. Review of the agency's demonstrated experience serving persons with HIV/AIDS, including historical service delivery to specific population(s), description of existing HIV service collaboration with other institutions in the community, and efforts or plans to build capacity for services to under-served communities including minorities, women, infants, children, and youth.
2. Describe the agency's ability to report data by unit of service, unduplicated counts of persons served, and client demographics as required in the Annual Administrative Report.
3. Describe the organization's fiscal capability to record and invoice services as required for payment in a timely manner.
4. Describe the agency's Quality Management and or Improvement program including efforts to maintain data validity and reliability, and adherence to public health standards or other nationally recognized standards of practice for each service to be funded.
5. Describe the agency's efforts to achieve cultural and linguistic competence (e.g., identify ongoing and current staff training(s) & bilingual staff).

6. Describe the agency's Customer Service policies including client rights, grievance procedures and client satisfaction surveys.

7. Indicate whether or not the organization or any individuals working on the project have a possible conflict of interest and, if so, the nature of the conflict. (The Board reserves the right to cancel the award if any interest disclosed from any source could either give the appearance of a conflict or cause speculation as to the objectivity of the program to be developed by the vendor). The Board's determination regarding any questions of conflict of interest shall be final.

SECTION VI - PRICING (15 Points)

Complete a separate Section VI-Pricing per service category requesting funding

Budget

For each service proposed applicants should provide a brief narrative description of the comprehensive costs associated with the delivery of services. Applicants must complete a Budget Narrative Form (Attachment H), an Itemized Budget (Attachment I), and a Comprehensive Budget Request (Attachment J). Budget narratives should clearly outline all costs associated with each service category where funds are being requested and should only include funding that directly supports Part A services and programming. Please see Attachments G-J for more details.

SECTION VII - REQUIRED ATTACHMENTS

The vendor must complete and submit all required forms outlined in Appendix 1.

Wet signatures and notarization are only required on original proposal documents.

SECTION VIII - ADMINISTRATIVE INFORMATION

A. RFP Contact

All vendor communications concerning the RFP must be directed to the contact person listed below. Any oral communication will be considered unofficial and non-binding on the agency. Vendors should only rely on written statements issued by the Board.

Name Judy Wirsching, CFO

Department	Administration
Address	5550 Venture Drive, Parma, OH 44130
Phone	216.201.2001 x 1103
Fax	216.676.1311
Email	JWirsching@ccbh.net

B. Location of work

Work to be performed, completed and managed at vendor's place of business and/or service area.

C. Pre-proposal conference

The pre-proposal conference for all participating vendors scheduled as indicated below.

Date:	November 21, 2016
Time:	10:00 A.M.
Location:	Cuyahoga County Board of Health, Cafeteria, 5550 Venture Dr., Parma, OH 44130

The purpose of the conference is to discuss the work to be performed with prospective vendors and allow them the opportunity to ask questions concerning the RFP. **It is encouraged that interested vendors attend.** Questions prior to the pre-proposal conference must be emailed to bidquestions@ccbh.net. No questions will be accepted or answered after the pre-proposal conference. Questions and answers will be posted and may be viewed on the Board's website: www.ccbh.net under the "Business" tab found on the Home page.

Vendors with a disability needing accommodation should contact Judy V. Wirsching at (216) 201-2001 ext. 1103 prior to the date set for the pre-proposal conference so that reasonable accommodations can be made.

D. RFP Addenda

The Board reserves the right to issue addenda to the RFP at any time. The Board also reserves the right to cancel or reissue the RFP. If an addendum is issued less than seventy-two hours prior to the proposal due date, the closing date will be modified accordingly.

E. Proposal Response Date and Location

The vendor's proposal, in its entirety, must be received at the location, by the date and time specified on the cover page of this RFP. Proposals arriving after the deadline will be returned, unopened, to the vendor. The official closing time will be determined by the time clock located in Board

Administrative offices. All proposals and accompanying documents will become the property of the Board and will not be returned. Proposals should be submitted in a sealed envelope with the name of the vendor and the relevant RFP name and number on the front.

Vendors assume the risk of the method of dispatch chosen. The Board assumes no responsibility for delays caused by any delivery service. Postmarking by the due date will not substitute for actual proposal receipt. Late proposals will not be accepted nor will additional time be granted to any vendor. Proposals may not be delivered by facsimile transmission or other telecommunication or electronic means.

Hand-delivered proposals may be delivered ONLY between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday, excluding holidays observed by the Board.

F. Proposal Opening

Proposals will be publicly opened at the Administration Office, Cuyahoga County Board of Health, 5550 Venture Dr., Parma, OH 44130 on December 20, 2016 at 2:00pm. At this time, all proposals will be opened, the vendor name read from the proposal cover page, and logged. The submittal of a proposal will be considered by the Board as constituting an offer to perform the required services at the stated costs.

G. Required Review

Vendors should carefully review this RFP for defects and questionable or objectionable material. Comments concerning defects and objectionable material should be made in writing and received by the RFP contact at least ten days before proposal opening. This will allow for issuance of any necessary addenda. Protests based on any omission or error, or on the content of the solicitation, will be disallowed if these faults have not been brought to the attention of the RFP contact before the time set for opening.

H. Multiple Proposals

The submission of multiple proposals for the same service will be considered noncompliant and those proposals will be disqualified. We are relying on the vendor as expert, to identify in its proposal the approach which the vendor believes will be the most effective to produce the required services on time and within budget. A potential vendor submitting a proposal for direct services cannot submit a proposal for administrative and quality management support for the grantee.

I. Proposal Rejection

The Board reserves the right to reject any or all proposals at any time without penalty. Vendors may withdraw a proposal that has been submitted at any time up to the proposal closing date and time, by submitting a written request to the RFP contact.

J. Response Property of the Board

All materials submitted in response to this request become the property of the Board. Selection or rejection of a response does not affect this right.

K. No Obligation to Buy

The Board reserves the right to refrain from contracting with any vendor. The release of this RFP does not compel the Board to purchase. The Board is not bound to accept the lowest priced proposal or any of the proposals submitted.

L. Cost of Preparing Proposals

The Board is not liable for any costs incurred by vendors in the preparation and presentation of proposals submitted in response to this RFP.

M. Acceptance of Terms

All the terms and conditions of this RFP are deemed to be accepted by the vendor and incorporated in its proposal except those conditions and provisions that are expressly excluded by the vendor in the proposal.

N. Disclosure of Proposal Contents

All documents submitted to the Board as part of the proposal become public information after the contract is awarded, and available for review and inspection by anyone requesting to do so. The Board does not encourage the submission of confidential/proprietary information in response to this proposal. However, written requests for confidentiality can be submitted to the RFP contact. Neither a proposal in its entirety, nor proposal price information will be considered confidential or proprietary. Under Ohio Revised Code Section 149.43, the BOARD will make a determination of application for disclosure on an ad hoc basis.

O. Equal Opportunity

Prospective vendors must comply with the applicable contract compliance procedures for equal employment opportunity as stipulated by the Board. It is the policy of the Board, to assure equal employment opportunity. Discrimination against any person in the recruitment, training, examination, appointment, promotion, retention, discipline or any other aspect of personnel administration because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status is prohibited.

Words of the masculine gender used in proposals shall be deemed and construed to include correlative words of the feminine gender.

P. Evaluation Process

All proposals will be reviewed to determine if they are responsive. They will then be evaluated by an evaluation team. The team will evaluate and numerically score each proposal in accordance with the following evaluation criteria:

- Introduction (5 points)
- Project Understanding (20 points)

- Methodology (15 points)
- Project Management (20 points)
- Qualifications and Experience (25 points)
- Pricing (15 points)

The evaluation process is designed to award the contract to the vendor with the best combination of attributes based upon the evaluation criteria, not necessarily to the vendor with the lowest cost.

The evaluation team will rank proposals, and negotiations may be undertaken with the top ranked vendor/vendors. The Cuyahoga County Board of Health reserves the right to recommend qualified funding proposals out of rank in order to ensure adequate geographic distribution. If an insufficient number of qualified proposals are submitted in any particular service category, the Board reserves the right to directly solicit and select appropriate community-based providers to fill the gaps. Past contractual performance may also be considered for applicants that have previously received Ryan White Part A funding.

Q. Contract Negotiations

The option of whether or not to initiate contract negotiations rests solely with the Board. If the Board elects to initiate contract negotiations, these negotiations cannot involve changes in the Board's requirements or the vendor's proposal which would, by their nature, affect the basis of the source selection and the competition previously conducted. The terms of the proposed contract will be negotiated based upon the merit of the application, availability of funding, and conditions of award. Failure of a selected applicant to satisfactorily negotiate a contract within a reasonable time may result in the applicant forfeiting its award.

The vendor is responsible for their travel and per diem expenses during contract negotiations.

R. Failure to Negotiate

If any contract cannot be negotiated within fifteen (15) days of notification to the designated vendor, the Board may terminate negotiations with the vendor and negotiate a contract with the next highest ranked vendor.

S. Recommendation of Award

Once the Board evaluation team has made its selection, a Notice of Recommendation of Award letter will be issued to the recommended vendor(s), advising of the expected award date.

T. Notice of Intent to Award

Prior to approval of the award by the Board, the Administration will issue a written Notice of Intent to Award and send copies to all unsuccessful vendors. The scores and placement of vendors will not be part of the notice. A tabulation of all vendors' names and addresses submitting proposals will be available upon request from the RFP contact person.

U. Debriefing

Vendors who submitted an unsuccessful proposal may request a meeting for debriefing and discussion of their proposals after receiving a Notice of Intent to Award letter. The request must be in writing addressed to the RFP contact. The debriefing is not to be seen as an opportunity to challenge the decision, nor will it include any comparisons of the vendor's unsuccessful proposal with any other vendor's proposals. The Board will attempt to respond to questions and concerns in this debriefing.

V. Protests

A vendor may protest the recommendation of award of a contract by filing in writing to the RFP contact person, as outlined in the Notice of Intent to Award letter. The protest letter shall include the following information:

1. Name, address and telephone number of the protester;

2. The signature of the protester;

3. Identification of the contract at issue;

4. A detailed statement of the legal and factual grounds of the protest;

5. The form of relief requested.

W. Contracting Requirements

The successful vendor shall, upon notification of award, be required to enter into a contract with the Board and must comply with the contract terms and conditions defined herein. If the vendor is unwilling to agree to a proposed clause or term, then your cover letter must reference an appendix which identifies these clauses in dispute and should:

a. Suggest a specific alternative term, clause or approach;

b. Provide an explanation of your reasons.

X. Contract Processing

The Board’s Administrative Counsel shall prepare the contract required by this RFP specification. This contract shall be fully responsive to the requirements defined in these RFP specifications.

Y. Proposal as Part of the Contract

Part or the entire successful proposal may be incorporated into the contract.

Z. Commencement of Contract Performance

In order to protect the interests of the Board, a contract must be approved by the Board at a regularly scheduled Board meeting after which it must be executed by the Health Commissioner and approved by Administrative Counsel before the goods or services as set forth in this RFP specification can be provided.

SECTION IX - CONTRACT INFORMATION

A. Terms and Conditions

The following terms and conditions shall apply to the contract between the contractor and the Board:

1. The contract shall be subject to interpretation under the laws of the State of Ohio, and subject to the review of the Board's Administrative Counsel as to legal form and correctness.

2. The successful contractor shall agree to indemnify and save the Board harmless from suits or actions of every nature and description brought against it, for or on account of any injuries or damages received or sustained by a party or parties or from any act of the contractor, his servants or agents.

3. The Board shall not assume responsibility for the payment of any personal property taxes for any materials not owned by the Board, nor shall the Board pay any insurance premiums for any coverage of any property not owned by the Board. No conditions shall alter this statement.

4. The Board is a tax-exempt No. 29 political subdivision of the State of Ohio (Federal Tax ID No. 34-6000817). Necessary tax exemption blanks will be furnished to the contractor when the contract is signed.

5. Acceptance of performance is a condition of the contract. It shall be understood and agreed that an agent for the Board shall determine finally the satisfactory quality of the services and/or materials furnished under the contract. Failure to meet performance requirements is a reason for termination of the contract, and the contractor shall be liable to the Board for any excess cost and/or expenses incurred by the Board thereafter.

6. In the event that the contract is terminated by the Board, advance written notice shall be given to the contractor as provided in contract. The contractor shall provide all services and/or materials required by the contract and the specifications to the date of termination. Under no circumstances shall the Board be responsible for any type of penalty payment upon the cancellation of the contract. The contractor, however, shall be paid for all services and/or materials provided to the date of termination.

7. Anti-discrimination: The contractor agrees that in the employment of labor, skilled or unskilled, under this contract, there shall be no discrimination exercised against any person because of race, religion, national origin, sex, ancestry, age, disability, sexual orientation, or veteran status, and that violation thereof shall be deemed a material breach of said contract.

8. Social Security Act: The contractor shall be and remain an independent contractor with respect to all services performed hereunder and agrees to and does hereby accept full and exclusive liability for payment of any and all contributions or taxes for social security, unemployment insurance, or old age retirement benefits, pensions, or annuities now or hereafter imposed under any Local, State or Federal Law which are measured by the wages, salaries, or other remuneration paid to persons employed by the contractor for work performed under the terms of this contract and further agrees to obey all lawful rules and regulations and to meet all lawful requirements which are now or hereafter

may be issued or promulgated under said respective laws by and duly authorized State or Federal officials; and said contractor also agrees to indemnify and save harmless the Board from such contributions or taxes or liability.

9. Labor and Material: The contractor shall well, truly and promptly pay or satisfy the just and equitable claims of all persons who have performed labor or furnished materials or equipment for said contractor in the execution of this contract, and all bills, costs or claims of whatever kind which might in law or equity become a lien upon said work.

10. Assignment: The contractor shall not assign, transfer, convey or otherwise dispose of this contract, or his right to execute it, or his right, title or interest in or to it or any part thereof, or assign, by power of attorney or otherwise, any of the monies due or to become due under this contract without approval of the Board.

11. Ownership of Contract Products: All products produced in response to the contract will be the sole property of the Board.

12. If applicable, the successful Respondent will comply with the provisions of the Ohio Revised Code (4115.03 through 4115.16) requiring the payment of prevailing wage. Information on prevailing wage may be obtained from the Prevailing Wage Coordinator of Cuyahoga County, 1642 Lakeside Ave., Cleveland, Ohio 44113, (216) 443-5530. Not listed in contract terms must update new address

13. Respondent's Warranty against an Unresolved Finding for Recovery: Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is "unresolved" at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an "unresolved" finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

14. Suspension and Debarments: The Board will not award contracts for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/.

15. Criminal Background Checks (If applicable): Prior to entering into a contract with the Board the successful Respondent shall conduct background checks on all applicants for employment in direct service positions in accordance with applicable requirements so as to not knowingly employ staff who have been convicted or plead guilty to any of the crimes specified in ORC 3319.39(B) or other section of the ORC applicable to the Agency. Failure to conduct such background checks may result in termination of this contract.

16. Disbursement of Funds: The Board shall make payments to the contractor on a reimbursement basis based on actual, reasonable and necessary costs in the contractor's Board-approved budget. The contractor shall submit invoices supported by such documentation as requested by the Board. The contractor may be required to provide the Board with copies of time sheets, receipts or contracts as validation of expenditures when submitting requests for payment.

17. Confidential Information: During the term of this contract, confidential information shall be held

by the contractor in the strictest confidence and shall not, without the prior written consent of the Board, be disclosed to any person other than in connection with contractor's assigned projects and activities hereunder. All of the documents and information transmitted and communicated to the contractor shall be considered as sensitive material and shall be held in the strictest confidence by the contractor. Upon termination of contractor's engagement or at any time at the request of Board, or its designees, the contractor shall promptly return or destroy all confidential information in the possession or under the control of contractor and shall not retain any copies or other reproductions or extracts thereof. Nothing contained herein shall be construed as granting or conferring any rights by license or otherwise in any confidential information.

18. Books and Records: Funded agencies will be expected to keep records of their activities related to the RW Act funded projects and services to permit the Board, the federal funding source, or their agents access to those records, including fiscal, medical and client records, where appropriate and with respect for client rights to privacy and confidentiality.

19. Payment: Payment for contracted services will be made on a line-item reimbursement and performance basis based on monthly invoices and compliance with reporting requirements. This is a cost reimbursement grant.

20. Projections and Revisions: Funded agencies will be held accountable for meeting their programmatic projections or, when fitting, for revising projections with the Board. Failure to make progress as projected or to revise projections in conjunction with the Board staff will jeopardize the funded agency's current and/or future RW funding. Corrective action may include contract amendment or termination of contract.

21. Amendments: Contracts may need to be amended from time to time throughout the funding cycle based on program performance, and other contracted requirements.

22. Service Funding: All funding must be used exclusively for the allowable costs associated with a Part A service. In addition, agencies are prohibited from receiving or using any additional funding for any costs directly associated with the same services funded by any Part A contract.

23. Change in Services: If awarded a contract, providers will be reimbursed for defined services delivered to eligible consumers as outlined in the service contract. Any change of staffing, service location, or service protocols is not permitted without the written consent of the Board. Any such change in service delivery is not eligible for reimbursement and may result in termination of the service contract.

24. Reporting: All funded providers and programs will be required to collect and report data reports to the Part A program office. This report may include program, quality, and fiscal data. The format in which these reports will be submitted will be determined by the Part A program office and/or HRSA. Completion and submission of these reports must be in compliance with the guidance of the reports.

B. Required Contract Documents

In addition to the contract agreement furnished by the Board, the successful contractor shall provide the following documents within fourteen (14) calendar days of the RFP award date. Failure to provide these documents within this time frame may result in a rescission of the award.

1. Signature Authorization

2. Worker's Compensation Certificate (if required)

3. Certificates of Insurance (if required)

4. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance

5. IRS Form W-9: Request for Taxpayer ID and Certification

6. Certification of Personal Property Tax

7. Suspension and Debarment

8. Warranty against Unresolved Finding for Recovery

These documents are described in the following paragraphs.

C. Signature Authorization

The contractor shall provide one of the following signature authorizations:

a. For a corporation, including but not limited to non-profit organizations, a notarized certificate of power of attorney authorizing the individual's signature to bind the entity or a notarized certificate of corporate resolution authorizing the signature of the document.

b. For the sole owner, a notarized statement indicating that the individual is the sole owner and is authorized to sign for and bind the company.

c. For a partnership, a certificate of partnership agreement showing the names and address of all partners and authorizing the signatures to bind the partnership.

D. Worker's Compensation Certificate

A Worker's Compensation Certificate is required from corporations and partnerships with employees. Sole proprietors and individual contractors are not required to submit this document.

The contractor shall provide a Certificate of Premium Payment for Ohio State Worker's Compensation Insurance, or equivalent Worker's Compensation Insurance or letter of indemnification in lieu thereof. This document shall be current for the entire period of the contract.

E. Certificate of Insurance

The contractor shall have in effect during the term of the contractual agreement, comprehensive auto and general liability insurance wherein the Board and its employees are named as co-insured or additional insured.

This insurance shall protect the contractor, the Board and its employees, and any subcontractor performing work covered by the contract against claims for damage for personal injury including accidental death, as well as for property damages which may arise from operations under the contract whether such operations be by contractor or by any subcontractor or by anyone directly or indirectly employed by either of them.

An exact copy of such insurance policy or policies shall be made available to the Board for review upon request. A Certificate of Insurance with the following minimum levels of such insurance shall be submitted as follows:

a. General Liability: $1,000,000 per person, $3,000,000 per accident.

b. Professional Liability: $1,000,000 per accident, $3,000,000 per aggregate.

c. Comprehensive Automobile Liability: $250,000 per person, $500,000 per accident.

Subcontractor's Public Liability and Property Damage Insurance and Vehicle Liability Insurance

The Contractor shall either (1) require each of his subcontractors to procure and to maintain during the life of the subcontract, Subcontractor's Public Liability, Property Damage and Vehicle Liability Insurance of type and in the amounts specified above, or (2) the Contractor shall insure the activities of the subcontractor in his own policy as specified above.

The policy or policies shall contain the following, special provisions:

"The contractor agrees that ten (10) days prior to cancellation or reduction of the insurance afforded by this policy with respect to the contract involved, written notice shall be mailed to the Chief Fiscal Officer of the Board."

Any and all expense incident to the furnishing of all insurance required of the contractor, as well as the legally required performance bond (if applicable), shall be borne by the contractor and shall be included in his unit price bid in the contract.

F. Letter of Indemnification in Lieu of Worker's Compensation Certificate and/or Certificate of Insurance (if either document is required above)

If the contractor cannot provide a workers compensation certificate and/or certificate of insurance as requested, the contractor must, at <u>the time of submission of the RFP</u>, substitute a letter of indemnification for a worker's compensation certificate and/or certificate of insurance.

Only in those circumstances where the contractor verifies being self-insured by means of documentation will the Board consider the substitution of a letter of indemnification for a worker's compensation certificate and/or certificate of insurance. <u>Such documentation, together with the letter</u>

of indemnification, must be submitted with the RFP proposal. Such a request will not be considered after the contract has been awarded.

G. Performance bond

If applicable, a Performance Bond or certified check, made payable to the Board, in a sum equal to 100% of the total contractual award shall be provided by the contractor should the total amount of the contractual award be in excess of $25,000.

Such bond or check shall be conditional on the faithful performance of the work in accordance with the specifications, and shall remain in the possession of the Board for the term of the contract and material warranties, whichever is concluded last. Such bond or check shall also indemnify the Board, Ohio, against such damages as may be suffered by failure to perform such contract according to the provisions thereof and in accordance with the specifications. If a bond is submitted, it shall be executed by a surety company authorized to do business in the State of Ohio. The bond shall be notarized with the corporate seal and the bonding company seal. Accompanying the bond shall be:

a. A certified power of attorney for the agent to sign the bond.

b. A certificate of compliance for the bonding company for the State of Ohio, Department of Insurance.

If the contractor fails to satisfactorily perform the contract, the bonding company which provided the performance bond will be required to obtain timely performance of the contract.

H. Liquidated Damages

If applicable, liquidated damages shall be assessed in the amount of $800.00 per calendar day for each and every day that the Contractor fails to meet the agreed upon deadline requirements for deliverables under the negotiated contract.

I. Letter of Credit in Lieu of Performance Bond/Certified Check

If a performance bond is required, the following will be in effect:
If the contractor cannot provide a performance bond or a certified check in the amount requested, the contractor must, at the time of entering into a contract, substitute a letter of credit for a performance bond or certified check.

Only in those circumstances where the contractor verifies by documentation from insurance and/or bonding companies that a performance bond is not available because of the new, unusual or unique nature of the product or the service being purchased will the County consider the substitution of a letter of credit for the performance bond or certified check requirement. Such documentation, together with the letter of credit in the amount requested for the performance bond, must be submitted during the writing of the contract with the successful contractor.

J. IRS Form W-9: Request for Taxpayer Identification Number and Certification

An Internal Revenue Service Form W-9 (Request for Taxpayer Identification Number and Certification) is required to be completed by the contractor, prior to the execution of the contract with the Board.

K. Certification of Personal Property Tax

A Certificate of Compliance with Section 5719.042 of the Ohio Revised Code, which requires a certification of delinquent personal property tax by the contractor prior to the execution of the contract of a political subdivision, must be completed.

L. Suspension and Debarment

The Board will not award a contract for services funded in whole or part with Federal funds, to an entity who has been suspended or debarred from doing business or who appears on the Federal Excluded Parties Listing System at www.sam.gov/ .

M. Warranty against Unresolved Finding for Recovery

Ohio Revised Code Section 9.24 prohibits the award of a contract to any Respondent against whom the Auditor of State has issued a finding for recovery, if the finding for recovery is “unresolved” at the time of the award. By submitting a bid, the bidder warrants that it is not now, and will not become subject to an “unresolved” finding for recovery under Ohio Revised Code Section 9.24, prior to the award of any contract arising out of this RFP, without notifying the Board of such finding.

APPENDIX 1 – PROPOSAL ATTACHMENTS

PROPOSAL ATTACHMENTS:

Attachment A - Proposal Submission Requirement Checklist
Attachment B - Vendors Reference Sheet
Attachment C - Non-Collusion Affidavit (must be notarized)
Attachment D - Certification of Compliance with Section 3517.13 of the O.R.C.
Attachment E - Sample Proposal Cover Page
Attachment F - Implementation Plan Outline (one for each proposed service)
Attachment G - Budget Guidance Information
Attachment H - Budget Narrative (one for each proposed service)
Attachment I - Itemized Budget (one for each proposed service) (sample included)
Attachment J - Comprehensive Budget Request
Attachment K - Disclosure of Agency Funding
Attachment L - HIV/AIDS & Public Funds Disclosure
Attachment M - RFP Evaluation Form

REQUIRED VENDOR ATTACHMENTS:

1. Mission Statement
2. Articles of Incorporation
3. Proof of 501(c)(3) not-for-profit status from IRS or Secretary of State (if applicable)
4. W-9
5. Audited Financial Statements (A133, Management Letter, and 990 if applicable)
6. List of the Board of Trustees/Directors and senior staff
7. Organizational Chart/Table of Organization - showing where proposed program/services and staffing fit in
8. Job descriptions of all program personnel and supervisors
9. Resumes/bios and current licensure of all proposed program staff
10. Current accreditation or certification for services. Examples include: JCAHO, COA, CARF, CCCMHB, ODADAS
11. Most recent Annual Report

ATTACHMENT A

PROPOSAL SUBMISSION REQUIREMENT CHECKLIST

Agency: ____

Agency Signature: ______________________________ **Date:**_____________________

Proposal should include the following components submitted in the following order:

A. INTRODUCTORY PAGES

_____1. Cover Page (see Attachment E – Sample Cover Page).
_____2. Table of Contents
_____3. Proposal Submission Requirements Checklist (A signed copy of this form)

B. SCORED NARRATIVE SECTION

_____ 4. Cover Letter
_____ 5. Introduction - Executive Summary (5 points)
_____ 6. Project Understanding (20 points)
_____ 7. Methodology (15 points)
_____ 8. Project Management (20 points)
_____ 9. Qualifications & Experience (25 points)
_____ 10. Pricing (15 points)

C. REQUIRED ATTACHMENTS

_____ 11. Attachment B - Vendors Reference Sheet
_____ 12. Attachment C - Non-Collusion Affidavit (must be notorized)
_____ 13. Attachment D - Certification of Compliance with Section 3517.13 of the O.R.C.
_____ 14. Attachment E – Cover Page
_____ 15. Attachment F - Implementation Plan Outline (one for each proposed service)
_____ 16. Attachment H - Budget Narrative (one for each proposed service)
_____ 17. Attachment I - Itemized Budget (one for each proposed service)
_____ 18. Attachment J - Comprehensive Budget Request
_____ 19. Attachment K - Disclosure of Agency Funding
_____ 20. Attachment L - HIV/AIDS & Public Funds Disclosure
_____ 21. Additional supporting attachments (*Optional)*
_____ 22. Mission Statement
_____ 23. Articles of Incorporation
_____ 24. Proof of 501(c)(3) not-for-profit status from IRS or Secretary of State (if applicable)
_____ 25. Current W-9
_____26. Audited Financial Statements (A133, Management Letter, and 990 if applicable)
_____ 27. List of the Board of Trustees/Directors and senior staff
_____ 28. Organizational Chart/Table of Organization - showing where proposed program/services and staffing fit in to include fiscal support
_____ 29. Job descriptions of all program personnel, supervisors and fiscal support.
_____ 30. Resumes/bios and current licensure of all proposed program staff.
_____ 31. Current accreditation or certification for services. Examples include: JCAHO, COA, CARF, CCCMHB, ODADAS
_____ 32. Most recent Annual Report

ATTACHMENT B

VENDOR'S REFERENCE SHEET

<table>
<tr><td colspan="2">INSTRUCTIONS:
List a minimum of three (3) organizations to whom you have provided like services to that being requested in the specification. Provide all data requested below for each reference listed. Use additional sheets if desired.</td></tr>
<tr><td>ORGANIZATION'S NAME:</td><td>CONTACT PERSON'S NAME:</td></tr>
<tr><td>ORGANIZATION'S FULL ADDRESS:</td><td>CONTACT PERSON'S TELEPHONE NUMBER:

DATE SERVICE(S) PROVIDED:</td></tr>
<tr><td colspan="2">SPECIFY THE SERVICES PROVIDED:</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>ORGANIZATION'S NAME:</td><td>CONTACT PERSON'S NAME:</td></tr>
<tr><td>ORGANIZATION'S FULL ADDRESS:</td><td>CONTACT PERSON'S TELEPHONE NUMBER:

DATE SERVICE(S) PROVIDED:</td></tr>
<tr><td colspan="2">SPECIFY THE SERVICES PROVIDED:</td></tr>
<tr><td colspan="2"></td></tr>
<tr><td>ORGANIZATION'S NAME:</td><td>CONTACT PERSON'S NAME:</td></tr>
<tr><td>ORGANIZATION'S FULL ADDRESS:</td><td>CONTACT PERSON'S TELEPHONE NUMBER:

DATE SERVICE(S) PROVIDED:</td></tr>
<tr><td colspan="2">SPECIFY THE SERVICES PROVIDED:____</td></tr>
</table>

ATTACHMENT C

NON-COLLUSION AFFIDAVIT

* THIS AFFIDAVIT MUST BE EXECUTED FOR THIS BID TO BE CONSIDERED

STATE OF OHIO)
) SS.
COUNTY OF CUYAHOGA)

____being first duly sworn, deposes and says that he/she is ______________________________ of the party making the foregoing proposal: that such proposal is genuine and not collusive or sham: that said Respondent has not colluded, conspired, connived or agreed, directly or indirectly, with any contractor or person to put in a sham proposal, or that such other person shall refrain from bidding and has not in any manner, directly or indirectly, sought by agreement or collusion, or communication or conference, with any person, to fix the price of affiant or any other contractor, or to fix any overhead, profit or cost element of said price, or of that of any other contractor, or to secure any advantage against the Cuyahoga County Board of Health or any other persons interested in the proposed contract; and that all statements contained in said proposal are true; and further that all statements contained in said proposal are true; and further that such contractor has not, directly or indirectly submitted this proposal, or contents thereof, or divulged information relative thereto to any association or to any member or agent thereof.

____
AFFIANT

Sworn to and subscribed before me this __________ day of ______________ 2016.

____
NOTARY PUBLIC

ATTACHMENT D

CERTIFICATION OF COMPLIANCE WITH SECTION 3517.13 OF THE O.R.C.

RFP #2016-08

CONTRACTS AWARDED TO INDIVIDUAL, PARTNERSHIP, OTHER UNINCORPORATED BUSINESS,ASSOCIATION (INCLUDING A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785), ESTATE, OR TRUST MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517.13(1)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- THE INDIVIDUAL
- EACH PARTNER OR OWNER OF THE PARTNERSHIP OR UNINCORPORATED BUSINESS
- EACH SHAREHOLDER OF THE ASSOCIATION
- EACH ADMINISTRATOR OF THE ESTATE
- EACH EXECUTOR OF THE ESTATE
- EACH TRUSTEE OF THE TRUST
- EACH SPOUSE OF ANY OF THE PRECEEDING PERSONS
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF ANY OF THE PRECEEDING PERSONS
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

CONTRACTS A WARDED TO A CORPORATION OR BUSINESS TRUST (EXCEPT A PROFESSIONAL ASSOCIATION ORGANIZED UNDER CHAPTER 1785) MUST CONTAIN THE FOLLOWING CERTIFICATION:

Any contract for goods or services costing more than five hundred dollars must contain a certification by the contracting entity (vendor) that all of the following persons are in compliance with 3517. 13(J)(1), limiting campaign contributions to the holder of the public office having the ultimate responsibility for the award of the contract:

- EACH OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH SPOUSE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- EACH CHILD SEVEN YEARS TO SEVENTEEN YEARS OF AGE OF AN OWNER OF MORE THAN TWENTY PER CENT OF THE CORPORATION OR BUSINESS TRUST
- ANY COMBINATION OF THE PERSONS LISTED ABOVE

It is hereby certified that all of the persons listed above are in compliance with section *3517.13(1)(1) or* 3517.13(J)(1) of the Ohio Revised Code.

IF CONTRACTING ENTITY IS A NONPROFIT CORPORATION ESTABLISHED UNDER ORC CHAPTER 1702, THE UNDERSIGNED CERTIFIES THAT SECTIONS 3517.13(1)(1) AND 3517.13(J)(1) ARE NOT APPLICABLE TO THE CONTRACTING ENTITY.

______________________________	______________________________
PRINTED NAME	TITLE
______________________________	______________________________
SIGNATURE	DATE

ATTACHMENT E

SAMPLE PROPOSAL COVER PAGE

(Use this as the format for preparing the proposal Cover Page)

RYAN WHITE HIV/AIDS TREATMENT EXTENSION ACT
PART A PROGRAM AND MINORITY AIDS INITIATIVE

RFP # 2016-08

PROPOSAL FOR DIRECT SUPPORT SERVICES

____ Proposed Service Category #1 ____

____ Proposed Service Category #2____

Agency Name
Agency Street Address
Agency City, State, Zip Code

CEO/Executive Director: ____

Board President: ____

Individual who will sign contract: __________________________________

Agency EIN: ____

Agency accounting basis: _______________________________________

Proposal Contact: _______________________________

Phone Number: __________________________________

E-Mail Address:_________________________________

ATTACHMENT F

IMPLEMENTATION PLAN OUTLINE

(A separate implementation plan must be completed for each proposed service.)

Agency: ______________________________ Proposed Service: ___________________________

Average Number of Persons Served per Month in last Fiscal Year: ____________

Average Units of Service per Month in last Fiscal Year: _______________

Definition of a unit of service:

Month	Estimated total # of individual clients to be served per month (not cumulative)	Avg. Units of service provided to each clients per month based on service protocols	Total units of service provided per month
March 2017			
April 2017			
May 2017			
June 2017			
July 2017			
August 2017			
September 2017			
October 2017			
November 2017			
December 2017			
January 2018			
February 2018			
TOTAL Unduplicated			

Estimates (based on current demographics):

Race: White _____% African American _____% Latino/Hispanic _____% Other _____%

Sex: Males _____% Females _____%

Insurance Status: Medicaid/Medicare _____% Private Payer _____% Uninsured _____%

(Insurance status must be completed for outpatient ambulatory health services, oral health, mental health counseling, medical nutritional therapy, and substance abuse outpatient services only)

<u>ATTACHMENT G</u>

BUDGET GUIDANCE INFORMATION

CERTIFIED UNIT COST, FEE SCHEDULE, OR COST REIMBURSEMENT

Use this chart to determine which forms will be necessary to complete your requested budget.

Attachments H and I are required for all services requesting funding. For some services an approved itemized fee schedule may be submitted to establish reimbursement rates.

The chart below defines which services require the Budget Narrative Form (Attachment H) and the Itemized Budget (Attachment I) and which services require that a current fee schedule be submitted with the proposal. During the grant year, a contracted provider may submit a written request to add additional services to an existing fee schedule, which if approved by the grantee will not require a formal contract amendment. For services covered by Medicaid, providers may choose to submit a current Medicaid Rate fee schedule instead of calculating a unit cost for that service.

Service Category	Certified Unit Cost	Fee Schedule	Cost Reimbursement
Early Intervention Services			X
Health Insurance Premium and Cost Sharing Assistance			X
Home and Community-Based Health Services	X		X
Home Health Care	X		X
Oral Health Care		X	X
Outpatient/Ambulatory Health Services		X	X
Medical Case Management			X
Medical Nutrition Therapy	X		X
Mental Health Services	X		X
Substance Abuse Outpatient Care	X		X
Non-Medical Case Management			X
Emergency Financial Assistance		X	X
Foodbank/Home Delivered Meals			X
Medical Transportation			X
Other Professional Services			X
Outreach Services			X
Psychosocial Support Services			X
Substance Abuse Services (residential)	X		X

***Service categories proposals must be submitted for reimbursement based on option identified above options falling outside of the scope will not be considered for funding.**

BUDGET GUIDANCE INFORMATION

Refer to this page when calculating your costs for Attachments H & I.

A. Agency administrative costs will be considered for funding under the various categories of the budget format at a level not to exceed 10% of total direct costs at any time during the grant year. Administrative costs must be identified as such within the budget. Submit rent, phones, etc, under separate lines – these are part of "other" expenses. The more detail the better in the budget narrative for example names for utility or service providers to match billing. Cost allocation plan must be approved by the Board. This rule is subject to guidance received from HRSA.

B. Non-personnel and administrative costs in agencies currently receiving 3rd party reimbursement must be strongly justified, and will be compared to those of other proposals.

C. Program coordinator will be considered for funding only if their primary focus is to coordinate a service requested under this proposal. Funds may not be used to subsidize the time of current program coordinators with multiple functions.

D. The Board may negotiate the funding of parts of a proposal if other parts can be funded more efficiently through different providers. The Board may also require an applicant to make appropriate linkages with other agencies and programs in order to receive funding.

E. Funds cannot be used to supplant or replace local or state funds that the agency receives or funds allocated to it for the provision of services to individuals with HIV/AIDS.

F. The Sub-Recipient agrees that no funds it receives under this agreement will be used to make payments for any item of service to the extent that payment has been made or could reasonably be expected to be made by another third party benefits program or by an entity that provides services on a prepaid basis.

G. Funds cannot be used to purchase or improve land, purchase or construct buildings or purchase vehicles.

H. Mileage reimbursement is allowable as a part of the total cost calculation only for services requiring travel and must be justified and in accordance with contracting agency's policy.

I. A no time can a person's time exceed one (1) FTE in this grant or in any combination of this grant and funding from any other funding source.

ATTACHMENT H - BUDGET NARRATIVE

A Budget Narrative (Attachment H) and Itemized Budget (Attachment I) must be completed for each proposed direct service category separately.

Use this form as guidance and format for preparing and submitting your Attachment H.

A categorical budget (rounded to the nearest dollar) must be submitted separately for each proposed service. All costs must be listed under one of the following categories. **Do not use categories other than those listed below.** The following categories must be defined in terms of dollars and must be justified through the budget narrative. Administrative costs must be identified as such within the budget. **Budgets must be submitted in the approved formats - no exceptions. Budgets submitted in formats other than the approved format will not be considered for funding.**

The budget narrative must accompany the itemized budget for each service category in which you are requesting funds and must include, at a minimum, a description of the following:

Personnel: Titles of positions, a brief description of the duties and responsibilities; annual salary and the percentage of time (FTE) to be devoted to and paid for by this grant; the last name of the employee (if the position is vacant, indicate such and provide an estimated date when the position will be filled). Identify those positions that will account for administration (e.g. accounting, payroll).

Fringe: The amount of fringe benefit attributed to each position (specify percentage) identified in detail.

Travel: Describe anticipated travel during the budget/contract period; who is traveling (name and position); purpose of travel; where; how are travel costs (mileage reimbursement) determined. Be specific. Travel reimbursement is allowable only for services provided off site and must be directly beneficial in accomplishing the objectives of the contract.

Supplies: A general description of the types of item classified as supplies. Computers and computer software should be included in this category. All supplies not directly related to the services provided to the clients are considered administrative costs and are capped at 10%.

Other: This category should include items such as rent, printing of brochures, telephone, postage, and utilities (items that are not supplies or equipment). A detailed description and cost must be provided for each item identified in this category. Cost allocations plans should be submitted to the Board for approval. All items listed in this category are considered administrative costs and are capped at 10%.

Contractual: Describe contractual services with the same level of detail listed above. For each contract and each sub-contract provide a brief description of the purpose of the contract and a description of the service organization and its goals and objectives.

ATTACHMENT I - ITEMIZED BUDGET

A Budget Narrative (Attachment H) and Itemized Budget (Attachment I) must be completed for each proposed direct service category separately.

Agency: ___________________________ Proposed Service Category: _________________

Budget Category	Direct Cost	Administrative Cost	Total Request
Personnel			
Fringe			
Travel			
Supplies			
Other			
Contractual			
Total			
Percentage of Total			

SAMPLE ATTACHMENT I - ITEMIZED BUDGET

A Budget Narrative (Attachment H) and Itemized Budget (Attachment I) must be completed for each proposed service category separately.

Agency: Cleveland TGA Sample **Proposed Service Category:** Mental Health Services Sample

Budget Category	Direct Cost	Administrative Cost	Total Request
Personnel John Sample @ .55 FTE Jane Sample @ .25 FTE Jack Sample @ .08	$33,200 $10,500	$1,100	$44,800
Fringe John Sample @ .55 FTE Jane Sample @ .25 FTE Jack Sample @ .08	$6,640 $2,100	$220	$8,960
Travel 120 miles @ .55/mile	$66		$66
Supplies General office supplies @ $300, Copy paper @ $200, and client resource pamphlets @ $200	$200	$500	$700
Other Printing brochures @ $200, Telephone charges at @$300		$500	$500
Contractual			
Total	**$52,706**	**$2,320**	**$55,026**
Percentage of Total	**96%**	**4%**	

ATTACHMENT J

COMPRHENSIVE BUDGET REQUEST

A Comprehensive Budget Request Form must be completed by all applicants.

Agency: ____

	Unit Rate Requested Total	Cost Reimbursement Requested Total	Fee Schedule Requested Total	Total Request
Service Category #1 (Insert name of category)				
Service Category #2 (Insert name of category)				
Service Category #3 (Insert name of category)				
Service Category #4 (Insert name of category)				
Service Category #5 (Insert name of category)				
Service Category #6 (Insert name of category)				
Service Category #7 (Insert name of category)				
Service Category #8 (Insert name of category)				
Total	**$**	**$**	**$**	**$**

ATTACHMENT K

DISCLOSURE OF AGENCY FUNDING SOURCES

Agency: ____

Agency Fiscal Year: ____

A: Total Agency Budget- (current fiscal year): $_______________________

	PART A	PART B	HOPWA	CITY COUNTY, STATE /FED	ALL OTHER	TOTAL BUDGET
Personnel						
Fringe						
Administration						
Equipment						
Supplies						
Contractual						
Other						
Total Costs						

ATTACHMENT L

HIV/AIDS SERVICES & PUBLIC FUNDING DISCLOSURE

Agency: ____

B: All programs serving persons with HIV/AIDS

Program	Services	Total FTE’s	# Persons Served	Funding Source	Service Period	Total Funding Amount

C: Public Funds/Contracts with City, County, State, Federal Government

Program	Services	Total FTE’s	# Persons Served	Funding Source	Service Period	Total Funding Amount

ATTACHMENT M

RFP EVALUATION FORM

Agency: ______________________ **Service:** ______________________

Reviewer: ______________________ **Total Score:** ______________________

CRITERIA	POINT VALUE	SCORE	COMMENTS
1. Cover Letter and Introduction-Executive Summary ◆ Is there a concise description of the agency? ◆ Is there a concise description of the proposed service? ◆ Does the agency have experience with this service and/or population? ◆ Does proposal identify target population to be served, number served, and total budget? ◆ Does the proposal provide an overview of the applicants unique approach to providing services?	**5**		
2. Project Understanding ◆ Does the proposed program description meet, in full or in part, the service requests of the Part A RFP? ◆ Does proposal identify specific target population(s) - including demographics, percentage breakdowns and insurance info. provided? ◆ Does the proposal describe strategies to address EIIHA populations and providers? ◆ Does the proposal describe the applicants role in serving those with unmet needs? ◆ Does service increase accessibility to care continuum and therefore positive health outcomes (e.g. reduced need for hospitalization)?	**20**		
3. Methodology ◆ A description of plans to implement proposed services- goals to be achieved including number of clients to be served and anticipated units of service to be provided with timelines ◆ A description of specific service protocols from intake through	**15**		A separate Methodology must be completed per service category requesting funding.

closure or discharge if applicable. ◆ A description of how this service provided at your agency is going to improve a client overall health outcomes. Identify unique service delivery if applicable. ◆ For each proposed service your agency plans to provide, describe how the service is linked to other necessary services that are beneficial to persons living with HIV/AIDS. ◆ A description of client/service transition plans in the event your agency discontinues service for any reason during the grant funded year or does not choose to seek funding in the next grant year and has an open active caseload receiving that service.			
4.Project Management ◆ A summary of agency's quality management program including viral load suppression initiatives. ◆ Summary of agency's implementation of local eligibility policy timeline documenting the products or services to be delivered; ◆ Ability to implement federal monitoring standards, program standards and local standards of care. ◆ Description of how data is collected in agency's CQM program to improve health outcomes. ◆ Process to identify client barriers to care. ◆ Process of how agency distributes communication to staff to ensure program requirements are met.	**20**		
5.Qualifications and Experience Demonstration of Prior Experience ◆ A history of service to persons with HIV/AIDS. ◆ A proven system for intake that determines eligibility for all possible resources, financial status of patient/client, and documents processes. ◆ A history of providing quality care to low-income individuals and those who cannot afford to pay. ◆ Services to traditionally underserved target populations including, African Americans, Hispanics/Latino(a)s, Men who have sex with men (MSM), and Youth (age 13-24). ◆ A history of partnerships and/or coordination with other community providers. ◆ ◆ Unique cultural or other competencies beneficial to serving consumer sub-populations in the service area.	**25**		

Organizational capacity ◆ Review of the agency's demonstrated experience serving persons with HIV/AIDS, including historical service delivery to specific population(s), ◆ Description of existing HIV service collaboration with other institutions in the community, and efforts or plans to build capacity for service to under served communities including minorities, women, infants, children, and youth. ◆ Describe the agency's ability to report data by unit of service, unduplicated counts of persons served, and client demographic data as required in the Annual Administrative Report. ◆ Describe the organization's fiscal capability to record and invoice services as required for payment in a timely manner. ◆ Describe the agency's Quality Management and or Improvement program including efforts to maintain data validity and reliability, ◆ Describe the agency's efforts to achieve cultural and linguistic competence (e.g., identify ongoing and current staff training(s) & bilingual staff). ◆ Describe the agency's Customer Service policies including client rights, grievance procedures and client satisfaction surveys. ◆ Indicate whether or not the organization or any individuals working on the project has a possible conflict of interest.			
6. Pricing (Including Attachments H, I and J) ◆ Is budget data complete and accurate? ◆ Is cost fair and reasonable? (cost per client/cost per units of service) ◆ Is unit of service clearly identified and consistent with Part A service definition? ◆ Are units per client, units per month, and units per year realistic? ◆ Do staffing patterns match services proposed? ◆ Does agency have fiscal capacity to invoice accurately and timely? ◆ Do 100% of funds requested directly support Part A services/program. (required)	**15**		A separate Pricing must be completed per service category requesting funding.