

CUYAHOGA COUNTY BOARD OF HEALTH

REQUEST FOR PROPOSALS

RFP # 2020-03

ISSUED **June 8, 2020**

RFP TITLE: **Ending the HIV Epidemic: A Plan for America —
Ryan White HIV/AIDS Program Parts A and B**

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

Sealed proposals will be received until: July 7, 2020 at 10:30 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)
bidquestions@ccbh.net

ALL RESPONSES SHALL BE MARKED AS

“SEALED BID”

“REQUEST FOR PROPOSALS”

**Ending the HIV Epidemic: A Plan for America —
Ryan White HIV/AIDS Program Parts A and B
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

ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA- RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B

RFP# 2020-03

The Cuyahoga County Board of Health is now soliciting sealed proposals for Ending the HIV Epidemic: A Plan for America – Ryan White HIV/AIDS Program Parts A and B from vendors. Completed proposals must be submitted to the Cuyahoga County Board of Health, 5550 Venture Drive, Parma, Ohio 44130 no later than 10:30 A.M. local time on July 07, 2020.

A virtual pre-proposal conference is scheduled for June 15, 2020 at 12:30 P.M. (Go To Meeting: <https://global.gotomeeting.com/join/698740605>, call in : [+1 \(872\) 240-3412](tel:+18722403412), Access Code: 698-740-605 for 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. Specifications will not be made available at the pre-proposal conference. 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 Monday, June 8, 2020.

I. PROPOSAL INFORMATION

A. Background Statement

In February 2019, the Administration announced a new initiative, [Ending the HIV Epidemic: A Plan for America](#). This 10-year initiative beginning FY 2020 seeks to achieve the important goal of reducing new HIV infections in the United States to less than 3,000 per year by 2030. The first phase of the initiative will focus on 48 counties, Washington, D.C., San Juan, PR, and 7 states that have a substantial rural HIV burden. By focusing on these jurisdictions in the first phase of the initiative, the U.S. Department of Health and Human Services (HHS) plans to reduce new HIV infections by 75 percent within 5 years. Across the United States, the initiative will promote and implement the four Pillars to substantially reduce HIV transmissions – Diagnose, Treat, Prevent, and Respond. This Request for Proposals (RFP) focuses on implementing activities in Pillar Two (Treat) and Pillar Four (Respond). Projects one through three focus on pillar two treat people with HIV rapidly and effectively to reach sustained viral suppression. Project four addresses both pillar two treat and four respond quickly to potential HIV outbreaks to get needed prevention and treatment services to people who need them. The initiative is a collaborative effort among key HHS agencies, primarily HRSA, the Centers for Disease Control and Prevention (CDC), the National Institutes of Health (NIH), the Indian Health Service (IHS), and the Substance Abuse and Mental Health Services Administration (SAMHSA).

Cuyahoga County was identified as one of the 48 counties to be included in the first phase of this initiative.

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 (5) 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 four additional one year renewals, for the delivery of direct services to support persons living with HIV/AIDS residing within Cuyahoga County.

The funded grant year and service year for provider contracts with Ending the HIV Epidemic- A Plan for America funding run from March 1, 2020 through February 28, 2021 with an option to extend to additional years based on available funding and program outcomes. **The program, services and all contracts are contingent upon funding from the U.S. Department of Health and Human Services. Funding for FY2020 does not guarantee funding for FY2021, FY2022, FY2023, and FY2024.**

The total dollar amount made available from HHS to Part A and B programs nationwide is \$55,125,000. The total amount awarded to Cuyahoga County Part A for FY2020 is \$750,000. The RFP represents four of the eight projects to be funded with the FY2020 award.

II. PROJECT SPECIFICATIONS

A. Cuyahoga County

Ending the Epidemic (EtHE) proposals will be accepted from current Ryan White Part A funded agencies serving HIV clients within Cuyahoga County.

B. CUYAHOGA COUNTY DEMOGRAPHICS & EPIDEMIOLOGY

According to the Centers for Disease Control and Prevention and the Ohio Department of Health as of 2018 there are 5,057 persons living with HIV/AIDS in Cuyahoga County. The table below illustrates the 2018 Persons Living with HIV/AIDS (PLWHA) incidence and prevalence rates compared to the general population.

2018 PLWHA Summary compared to general population			
County	2018 Incidences	2018 Prevalence	General Population
Cuyahoga	151	5057	1,243,857

*Ohio Department of Health for Incidence and prevalence rates

*2018 U.S. Census data for the general population data

C. PRIORITY POPULATIONS

Local HIV epidemiology data highlights the following disproportionately affected priority populations for this funding award:

- Men who have sex with men (MSM)
- Men who have sex with men (MSM) of Color
- Youth ages 13-24

The following additional populations will also be of priority for this funding award:

- People with HIV/AIDS who are out of care
- Persons who have been newly diagnosed with HIV/AIDS
- Persons who are not virally suppressed
- 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 four projects that have been developed with feedback from community stakeholders and individuals living with HIV/AIDS. Listening sessions were held to obtain this feedback. Each project addresses needs that pertain to the prioritized populations with the overall focus of increasing viral load suppression rates to clients served. 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 multiple proposals for any of the four projects. 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.

2. FUNDED PROJECTS:

Below are the projects for which proposals will be accepted through this RFP, and the allotted funds for each project:

<u>Projects</u>	<u>Amount of Funds Allocated to Project</u>
1. Implement a Data to Care program with a focus on bringing clients into Medical Care with an RX to Care expansion	\$66,000.00
2. Intensive Behavioral Health MCM at Ryan White Part A Medical providers Sites	\$150,000.00
3. Medical Transportation program for non-virally suppressed clients to medical appointments	\$75,000.00
4. Transition providers to Rapid Start Protocol	\$140,000.00

3. BASIS FOR SERVICE DELIVERY

Awards will be based upon fee schedule or cost reimbursement. The amount should be reasonable in comparison to number of clients served and units of service delivered during the funded period.

E. PROJECT DESCRIPTIONS

The following section provides specific descriptions for each project. For each project, structure and guidelines have been developed based on feedback from the HIV community and PLWHA. Each project has its own goals and objectives that should be addressed in each proposal. Agencies should briefly, but concisely, describe how they intend to complete the goals and objectives of the project.

Applicants are encouraged to submit proposals that are innovative and can make an impact on the HIV Care Continuum, which includes: linked to care, retained in care, antiretroviral use, and viral suppression.

For each funded project, a standard of care will be developed in conjunction with the funded agencies to help guide measures and outcomes. 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.

All clients served by the grant dollars will be entered into CAREWare to include VLS data. The services provided should focus on improving the clients health outcomes and ultimately viral load suppression rates.

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 directly back to supporting a respective client need documented in a client's chart. Please refer to Attachment G.

F. CLIENT ELIGIBILITY, RECORDS AND DATA/REPORTING:

1. Client Eligibility

The projects and services that are part of this Ending the Epidemic funding award, will be for any individual living with HIV/AIDS obtaining services at a funded service provider.

2. Records

- a. Agencies providing any Ending the Epidemic-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 Ending the Epidemic-funded services in CAREWare.
 - a. Verification of HIV Status;
 - b. A signed copy of a client release of information form.
 2. A signed client rights/responsibilities statement.
 3. Original and revised need assessments specific to service standards and protocols.
 4. Treatment or service plans specific to service standards and protocols.
 5. Any required medical or other referral or certification required to receive specific services.
 6. Appropriate documentation or verification of appointment(s), attendance or receipts for services.
 7. Other documentation required by the agency or accrediting or certifying entity.
 8. A copy of the agency's sliding fees scale.
 9. Proof a copy of agency grievance process provided to the client.
 10. Notations of all client contact/treatment as required by service standards and documentation for invoicing.
 11. Additional information may be required specific to standards of care developed for Ending the Epidemic

- 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 for an Ending the Epidemic service, all 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 30 days to enter third party data (i.e., lab results, services, etc.)
- c. The data sharing component is utilized in accordance with HRSA procedures for the FY2020 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 Ending the Epidemic 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 Ending the Epidemic (EtHE) funding are agreeing to comply with all monitoring standards developed for sub-recipients. This includes 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 agencies funded for a project should expect monitoring visits throughout the grant year pertaining to local standards of care and quality outcomes for each funded project. Agencies will be given prior notification of monitoring visits.

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 EtHE 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

Agencies seeking to apply for Ending the HIV Epidemic projects must have the following minimum qualifications to apply, based on the project:

Implement a Data to Care program with a focus on bringing clients into Medical Care with an RX to Care expansion in future years of funding

Agency must be a Part-A funded provider that can draw viral load tests.

Intensive Behavioral Health Medical Case Management (MCM) at Ryan White Part A Medical providers Sites

Agency must be a Part-A funded MCM provider that can draw viral load tests.

Medical Transportation program for non-virally suppressed clients to medical appointments

Agency must be a Part-A funded medical transportation provider that can draw viral load tests.

Transition providers to Rapid Start Protocol

Agency must be a Part-A funded provider that can draw viral load tests.

Agencies seeking to apply must be current Ryan White Part A service providers located within Cuyahoga County.

J. PROGRAM REQUIREMENTS

1. Comply with all requirements defined in this RFP and by HRSA.
2. Attend required Part A Program office trainings or 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 Ending the Epidemic services that reside within the Cleveland 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 Ending The Epidemic 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 Ending the Epidemic 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. 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>.
14. 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.
15. 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.

16. 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.
17. 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.
18. 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 itemFor 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.
19. 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 (Attachment E)

This must include the following:

- RFP title,
- RFP number
- Complete vendor name
- Agency EIN
- Agency accounting basis
- Total number of HIV clients served at the agency
- Projects requesting funding consideration, with a projection of how many clients will be served with each project
- Budget requested for each project
- At least one SMART objective/outcome for each project

B. Cover Letter

Proposal Cover Letters should include a brief overview of the projects being proposed, the proposed number of clients to be served per project, 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, i.e. 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 priority populations.

SECTION II - PROJECT UNDERSTANDING, METHODOLOGY, AND PROJECT MANAGEMENT (55 points)

A Section II must be completed for each project proposed. Please keep Section II to a five page limit for each project

A. Project Understanding

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

1. A description of proposed projects, service delivery site(s), direct service staffing and supervision.
2. Describe other sources of funding currently used to support the proposed project(s) (e.g., for whom and for what period of time).
3. A description of priority population(s) to be served by the proposed projects specifying demographics (i.e., gender, race, transmission categories)
4. Describe how the proposed projects will increase access to care and complement the community's continuum of care with an emphasis on viral load suppression.

B. Methodology

A detailed description of how your agency will implement proposed projects.

1. A description of plans to implement proposed project- goals to be achieved with timelines, including number of clients to be served.
2. 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.

C. Project Management

A detailed description of how your agency will conduct evaluation and implement quality management for proposed projects.

1. Viral load suppression efforts should have a high priority for all agencies and all projects proposed. Please include a summary of your agency's comprehensive Quality Management Program, including a description of how data collected in your CQM program will be utilized to ensure services of the proposed projects are improving client health status.
2. A description of SMART objectives/outcomes for each project. This should also include how the agency will measure the objectives and outcomes.
3. A description of how project activities will be tracked internally at agency and through CAREWare.

SECTION III - QUALIFICATIONS & EXPERIENCE (25 points)

Complete one Section V-Qualifications & Experience per applicant

A. Prior Experience and Organizational Capacity

1. A history of service to persons with HIV/AIDS.
2. Review of agency's demonstrated experience serving priority populations, including Men who have sex with men (MSM), African American/Hispanics/Latino(a)s Men who have sex with men (MSM), and Youth (age 13-24); or other special populations specific to your agency.
3. A history of partnerships and/or coordination with other community HIV providers.
4. Describe the agency's efforts to achieve cultural and linguistic competence in order to benefit client subpopulations.
5. Describe the agency's ability to report data in CAREWare by unit by project service, unduplicated counts of persons served, and client demographics. This is a requirement of Ending the Epidemic funding and data will be submitted annually to HRSA.
6. Describe the organization's fiscal capability to record and invoice services as required for payment in a timely manner.
7. Describe the agency's Customer Service policies including client rights, grievance procedures and client satisfaction surveys.
8. 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 IV - PRICING (15 Points)

Complete a separate Section IV-Pricing per proposed project requesting funding

For each project proposed applicants should provide a brief narrative description of the comprehensive costs associated with the implementation and delivery of each project. Applicants must complete an Itemized Budget Narrative Form (Attachment H) one per service category requesting funding. The Itemized Budget Narrative(s) should clearly outline all costs associated with each service category where funds are being requested and should only include funding that directly supports Ending the HIV Epidemic services and programming. Please see Attachments G-I for more details.

SECTION V - 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 VI - 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 bidquestions@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 and Letter of Intent

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

Date: June 15, 2020
Time: 12:30 P.M.
Location: Go To Meeting: <https://global.gotomeeting.com/join/698740605>
call in : [+1 \(872\) 240-3412](tel:+18722403412), Access Code: 698-740-605

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 participate.** 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.

Interested applicants are strongly encouraged to submit the Letter of Intent by 4:30pm June 18th to bidquestions@ccbh.net See Attachment F.

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. At this time, all proposals will be opened, the vendor name read from the proposal cover page along with the dollar amount, and logged. No other details of the proposal will be disclosed at this time. 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.

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, Methodology, and Project Management (55 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 VII - 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 Ending the HIV Epidemic 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. 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. Data entry, completion and submission of these reports must be in compliance with the guidance of the Part A program office.

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 the time of submission of the RFP, 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. Such documentation, together with the letter 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 – Letter of Intent
Attachment G – Budget Guidance Information
Attachment H – Sample Itemized Budget Narrative (submit one itemized budget narrative per project)
Attachment I - Comprehensive Budget Request
Attachment J - Disclosure of Agency Funding
Attachment K - HIV/AIDS & Public Funds Disclosure
Attachment L - 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) Attachment A

B. SCORED NARRATIVE SECTION

- _____ 4. Cover Letter
- _____ 5. Introduction - Executive Summary (5 points)
- _____ 6. Project Understanding/Methodology/Project Management (55 points)
- _____ 7. Qualifications & Experience (25 points)
- _____ 8. Pricing (15 points)

C. REQUIRED ATTACHMENTS

- _____ 9. Attachment B - Vendors Reference Sheet
- _____ 10. Attachment C - Non-Collusion Affidavit (must be notarized)
- _____ 11. Attachment D - Certification of Compliance with Section 3517.13 of the O.R.C.
- _____ 12. Attachment F – Letter of Intent (Highly encouraged)
- _____ 13. Attachment H – Sample Itemized Budget Narrative
- _____ 14. Attachment I - Comprehensive Budget Request
- _____ 15. Attachment J - Disclosure of Agency Funding
- _____ 16. Attachment K - HIV/AIDS & Public Funds Disclosure
- _____ 17. Additional supporting attachments (*Optional*)
- _____ 18. Mission Statement
- _____ 19. Articles of Incorporation
- _____ 20. Proof of 501(c)(3) not-for-profit status from IRS or Secretary of State (if applicable)
- _____ 21. Current W-9
- _____ 22. Audited Financial Statements (A133, Management Letter, and 990 if applicable)
- _____ 23. List of the Board of Trustees/Directors and senior staff
- _____ 24. Organizational Chart/Table of Organization - showing where proposed program/services and staffing fit in to include fiscal support
- _____ 25. Job descriptions of all program personnel, supervisors and fiscal support.
- _____ 26. +Resumes/bios and current licensure of all proposed program staff.
- _____ 27. Current accreditation or certification for services. Examples include: JCAHO, COA, CARF, CCCMHB, ODADAS
- _____ 28. Most recent Annual Report

ATTACHMENT B

VENDOR'S REFERENCE SHEET

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.	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED:	
ORGANIZATION'S NAME:	CONTACT PERSON'S NAME:
ORGANIZATION'S FULL ADDRESS:	CONTACT PERSON'S TELEPHONE NUMBER: DATE SERVICE(S) PROVIDED:
SPECIFY THE SERVICES PROVIDED: _____	

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 _____ 2020.

NOTARY PUBLIC

ATTACHMENT D

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

RFP #2020-03

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 AWARDED 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)

**ENDING THE HIV EPIDEMIC: A PLAN FOR AMERICA-
RYAN WHITE HIV/AIDS PROGRAM PARTS A AND B**

RFP # 2020-03

PROPOSAL FOR PROJECTS

Proposed Project #1 _____ **Projected Clients Served** _____
S.M.A.R.T. Objective/Outcome _____
Budget Requested: _____

Proposed Project #2 _____ **Projected Clients Served** _____
S.M.A.R.T. Objective/Outcome _____
Budget Requested: _____

Proposed Project #3 _____ **Projected Clients Served** _____
S.M.A.R.T. Objective/Outcome _____
Budget Requested: _____

Proposed Project #4 _____ **Projected Clients Served** _____
S.M.A.R.T. Objective/Outcome _____
Budget Requested: _____

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

NOTICE OF INTENT TO APPLY FOR FUNDING

CUYAHOGA COUNTY BOARD OF HEALTH
RYAN WHITE HIV/AIDS PART A PROGRAM

PROGRAM TITLE: Ending the HIV Epidemic: A Plan for America —
Ryan White HIV/AIDS Program Parts A and B

ALL INFORMATION REQUESTED MUST BE COMPLETED

DUE DATE: 06/18/2020. Please submit to bidquestions@ccbh.net

Type of Applicant

- | | | |
|---|---|---|
| <input type="checkbox"/> Hospital | <input type="checkbox"/> Community-Based Organization | <input type="checkbox"/> Federally Qualified Health Centers |
| <input type="checkbox"/> Higher Education | <input type="checkbox"/> AIDS Service Organization | <input type="checkbox"/> Other: _____ |

Applicant Agency/Organization: _____

Federal Tax Identification Number: _____

Applicant Agency Address: _____

Agency Contact Name and Job Title: _____

Telephone: _____ Email Address: _____

Please indicate the Ending the HIV Epidemic projects that your agency intends to apply for (check all that apply):

- Implement a Data to Care program with a focus on bringing clients into Medical Care with an RX to Care expansion (Agency must be a Part-A funded provider that can draw viral load tests)
- Intensive Behavioral Health Medical Case Management (MCM) at Ryan White Part A Medical providers Sites (Agency must be a Part-A funded MCM provider that can draw viral load tests)
- Medical Transportation program for non-virally suppressed clients to medical appointments (Agency must be a Part-A funded medical transportation provider that can draw viral load tests)
- Transition providers to Rapid Start Protocol (Agency must be a Part-A funded provider that can draw viral load tests)

Agency Head (Print Name)

Agency Head (Signature)

ATTACHMENT G

BUDGET GUIDANCE INFORMATION

FEE SCHEDULE OR COST REIMBURSEMENT

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

Attachment H is 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 how services reimbursement can be outlined in the Itemized Budget Narrative Form (Attachment H) and if an agency would like to use an established fee schedule this must be submitted as well which services require that a current fee schedule be submitted with the proposal. During the grant year, a contracted sub-recipient 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. Please ensure no administrative costs are included in fee schedules. This is to avoid duplication of requesting administrative costs.

Projects	Fee Schedule	Cost Reimbursement
Implement a Data to Care program with a focus on bringing clients into Medical Care with an RX to Care expansion in future years.	No	Yes
Intensive Behavioral Health MCM at Ryan White Part A Medical providers Sites	Yes	Yes
Medical Transportation program for non-virally suppressed clients to medical appointments	No	Yes
Transition providers to Rapid Start Protocol	Yes	Yes

***Project 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 Attachment H.

- 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. The more detail the better in the itemized 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. At no time can a person time exceed one (1) FTE in this grant or in any combination of this grant and funding from any other funding source. The appropriations requested should reflect the amount of work directly related by the project for each staff member as it pertains to the Ending the HIV Epidemic program. Time and effort must align with funds requested.

ATTACHMENT H - SAMPLE ITEMIZED BUDGET NARRATIVE

**PART A ENDING THE HIV EPIDEMIC BUDGET NARRATIVE– EXAMPLE
COMMUNITY CARES CENTER**

PERSONNEL

A. Salaries and Fringe

Salary

Total: \$54,750.00

Position/Title/Name	Description	FTE	Amount	<u>Budget Request</u>
Health Educator TBD	Coordination of program requirements/community contact	50%	\$32,000.00	\$16,000.00
Jose Pierce, Outreach Coordinator	Completes all testing	100%	\$32,000.00	\$32,000.00
Tim Brown, Program Coordinator	Oversight program objectives and reporting	15%	\$45,000.00	\$6,750.00
	TOTAL PERSONNEL:			\$54,750.00

B. Fringe Benefits

Total: \$ 14,560.05

Fringe benefits are computed at a approximate rate of 26.5% of total salaries. Fringe Benefits for staff including health insurance, payroll taxes, workers compensation, unemployment and retirement plan.

Health Educator – TBD (Part-Time Employee) 1 FTE 50% on Prevention Grant

This position will provide direct services to prevention services for 2 counties in conjunction to coordination with local jails and prisons and youth Detention Centers. He/She will assist with the completion of all required program components and reports. This team member is on the prevention 50% of the time and the other 50% is on the local HOPWA grant.

Outreach Coordinator – Jose Pierce

This position will be responsible for all counseling testing and referral service requirements in the community.

Program Coordinator – Tim Brown (Part-Time Employee)

This position will be responsible for monitoring grants outcomes, program reporting to CCBH.

Responsible for providing program coordination 15% of the time this team member’s other time is divided between 50% Ryan White Care coordination and 35% HOPWA coordination.

Total Personnel Cost

\$69,310.05

OTHER DIRECT COSTS

Maintenance/Lease

- Liability Insurance
The agency’s annual insurance cost in 2019 was \$10,000 and we anticipate a 5 percent increase in 2020. The estimated annual cost in 2020 is \$10,500. A cost allocation plan is in place and this grant will be charged 5% of the annual cost. **Total charged \$525.00.**
- Postage
Agency cost for mailing billings and general patient communications.
Agency cost for shipping and handling of supplies. **\$250.00**
- Copier - The lease for the copier/fax is based on the amount of copies each program makes and each program is assigned a four digit code. The annual lease is estimated to be \$2,500 annually and 5% is the share being charged according to the cost allocation plan to this program based on actual copies made in 2019. **\$125.00**

Supplies

Office supplies budgeted at **\$650.00** for the year are needed for general operation of the program such as binder clips, copy paper, highlighters, labels, markers, pens, portfolios, pencils, message pads, rubber bands, adding machine tape, staplers, staples, binders, file folders, tape and desk trays. Training materials will be developed and used by the investigators to train patrol officers how to preserve crime scene evidence.

Travel/Training

In State

Health Educator

This person will travel to 6 meetings, approximately 5 times each per year, to participate meetings and trainings with CCBH.

20 miles per meeting x .575 cents a mile x 5 meetings = \$57.50

Total In-State = \$57.50

Links:

OBM Travel: <http://obm.ohio.gov/TravelRule/>

GSA: <http://www.gsa.gov/portal/content/104877>

Utilities/Phone Services

- Cell Phone
 - Service for 1 agency owned cell phones used by Outreach Coordinator at \$66.70/month times 11 months = **\$733.70**

Total Other Direct Costs **\$2,341.20**

EQUIPMENT

Laptop Computer

1 Laptop @ 1,500 each are to support the Health Educator. The laptops would enhance the ability of the team member to have a virtual location to meet the program needs of working in the field.

Total Equipment Cost **\$1,500.00**

Total Request for 2020 Ending the HIV Epidemic **\$73,151.25**

ATTACHMENT I

COMPRHENSIVE BUDGET REQUEST

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

Agency: _____

	Cost Reimbursement Requested Total	Fee Schedule Requested Total	Total Request
Proposed Project #1 (Insert name of project)			
Proposed Project #2 (Insert name of project)			
Proposed Project #3 (Insert name of project)			
Proposed Project #4 (Insert name of project)			
Total	\$	\$	\$

ATTACHMENT J

DISCLOSURE OF AGENCY FUNDING SOURCES AS IT RELATES TO HIV PROGRAMMING

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 K

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 L

RFP EVALUATION FORM

Agency: _____ **Projects:** _____

Reviewer: _____ **Total Score:** _____

CRITERIA	POINT VALUE	SCORE	COMMENTS
1. Cover Letter and Introduction-Executive Summary <ul style="list-style-type: none"> ◆ 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/Methodology/Project Management <ul style="list-style-type: none"> ◆ Does the proposed project description meet, in full or in part, the requests of the Ending the Epidemic RFP? ◆ Does proposal identify specific priority population(s) - including demographics, percentage breakdowns? ◆ 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 how this service provided at your agency is going to improve a client overall health outcomes. Identify unique service delivery if applicable. ◆ A summary of agency's quality management program including viral load suppression initiatives. ◆ A description of SMART objectives/outcomes for each project. This should also include how the agency will measure the objectives and outcomes. ◆ Description of how data is collected and tracked in CAREWare and in agency's CQM program to improve health outcomes. 	55		(Each proposed project must its own separate section for Project Understanding/Methodology/Project Management; 5 page limit per project)

<p>5. Qualifications and Experience</p> <p>Prior Experience and Organizational Capacity</p> <ul style="list-style-type: none"> ◆ A history of service to persons with HIV/AIDS. ◆ Services to priority populations including, MSM, African Americans/Hispanics/Latino Men who have sex with men (MSM), and Youth (age 13-24). ◆ A history of partnerships and/or coordination with other community providers. ◆ Describe the agency's efforts to achieve cultural and linguistic competence (e.g., identify ongoing and current staff training(s) & bilingual staff). ◆ Description of existing HIV service collaboration with other institutions in the community, and efforts or plans to build capacity for service to underserved communities including minorities, women, infants, children, and youth. ◆ Describe the agency's ability to report data in CAREWare by unit of service, unduplicated counts of persons served, and client demographic data as required by the Ending the Epidemic funding ◆ Describe the organization's fiscal capability to record and invoice services as required for payment in a timely manner. ◆ 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. 	<p>25</p>		
<p>6. Pricing (Including Attachment G – Itemized Budget Narrative)</p> <ul style="list-style-type: none"> ◆ 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 Ending the Epidemic projects? (required) 	<p>15</p>		<p>A separate Pricing must be completed per project requesting funding.</p>