



**REQUEST FOR PROPOSALS FOR 2007-2009
RYAN WHITE CARE ACT, STATE 656 FUNDS,
AND
HOUSING OPPORTUNITIES FOR PERSONS WITH AIDS (HOPWA) FUNDS
FOR
RELATED SERVICES IN SOUTHWESTERN PENNSYLVANIA**

**PART I – Purpose, Funding Availability and General
Information**

PLEASE READ ALL INFORMATION THOROUGHLY AND CAREFULLY

**JEWISH HEALTHCARE FOUNDATION
CENTRE CITY TOWER, SUITE 2400
650 SMITHFIELD STREET
PITTSBURGH, PA 15222**

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I. Introduction

A. Purpose

Jewish Healthcare Foundation (JHF) is seeking proposals from interested and qualified agencies to provide care support and prevention services under the Title II Ryan White Comprehensive AIDS Resources Emergency (CARE) Act, State 656 Funds and Housing Opportunities for Persons with AIDS (HOPWA) Funds for HIV/AIDS Related Services in Southwestern Pennsylvania. Agencies with experience and expertise in providing services to persons living with HIV/AIDS are encouraged to apply.

The contract(s) awarded will be funded on a cost reimbursement basis and will be for a **24 month (2 year) period**. The number of awards will be determined by the quality of the individual proposals received.

B. Minimum Proposer Requirements

Proposers must:

1. Be a public agency, private non-profit entity (including community based agencies, hospice, or homeless health center).
2. Have no record of unsatisfactory performance. Contractors must not be presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any federal department or agency.
3. Have the ability to maintain adequate files and records to meet statistical reporting requirements.
4. Have the administrative and fiscal capability to provide and manage the proposed services and to ensure adequate audit documentation.
5. Demonstrate the capability to perform all elements of the proposed scope of work and have the capacity to enter into a contract with JHF.
6. Possess the appropriate license(s) issued by the Commonwealth of Pennsylvania (if required based on the services provided).
7. Meet other presentation and participation requirements listed in this Request for Proposals (RFP).

C. RFP Review Meetings

The purpose of this meeting is to give Proposers the opportunity to review areas of the RFP and ask questions and clarify any points in the RFP that may not have been clearly understood to aid in proposal preparation. JHF will also provide technical assistance to Proposers in preparing their proposals. **Attending one of these meetings is mandatory for all agencies planning to submit a proposal for these funds.** In view of the limited facilities available for the meeting, it is requested that representation be limited to no more than two persons per agency.

Proposals received from an agency that was not in attendance at the RFP review meeting will not be considered eligible for funding.

A meeting to review the RFP in detail will be held on:

Tuesday, December 12, 2006 from 1:00 PM – 3:00 PM
Thursday, December 14, 2006 from 6:00 PM – 8:00 PM

Location:

Jewish Healthcare Foundation
Centre City Tower, Suite 2400
650 Smithfield Street
Pittsburgh, PA 15222

D. Inclement Weather Policy

When inclement weather causes transportation problems or locally hazardous conditions, the Jewish Healthcare Foundation gives consideration to the personal safety of others in evaluating their ability to attend the RFP Review Meetings. In the interest of the welfare and safety of the Proposers, Jewish Healthcare Foundation may cancel RFP Review Meetings due to inclement weather. Meeting cancellations will occur by **NOON** the day of the meeting. Cancellation notices will be posted on the JHF website (www.jhf.org/programs/HIV-aids.aspx). If this does occur, a third meeting will be held on **TUESDAY, DECEMBER 19, 2006, TIME TO BE ANNOUNCED.**

E. Correspondence

All correspondence, including each proposal, is to be submitted to:

Jewish Healthcare Foundation
ATTN: Marsha Shisman, Grants Administrator
Centre City Tower, Suite 2400
650 Smithfield Street
Pittsburgh, PA 15222
412.560.0491
shisman@jhf.org

During the proposal and evaluation process, the individual identified above is the sole contact point for any inquiries or information related to the RFP. Any violation of this procedure may be grounds for disqualification of the Proposer.

F. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph E of this section no later than **5:00 PM on Wednesday, January 10, 2007.**

LATE PROPOSALS WILL BE REJECTED REGARDLESS OF THE REASON.

II. PROPOSAL TIMELINE

RFP Released		Thursday, November 16, 2006
RFP Review Meeting	1:00PM	Tuesday, December 12, 2006
	6:00PM	Thursday, December 14, 2006
Deadline for submission of proposals	5:00PM	Wednesday, January 10, 2007
Date for mailing award/denial letters		Tuesday, February 20, 2007
Deadline for protests		Monday, March 5, 2007
Start date for Contract(s)		Sunday, July 1, 2007

III. PROPOSAL CONDITIONS

A. Contingencies

Funding for this program is contingent on Federal funding from the Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA). Cost, while not necessarily the primary factor used in the selection process, is an important factor. The Procurement Committee will award Contract(s) based on proposals that best meet the needs of the Coalition region.

B. Modifications

JHF has the right to issue amendments to this RFP. JHF also reserves the right to terminate this RFP process at any time.

C. Proposal Submission

To be considered, all proposals must be submitted in the manner set forth in this RFP. **Two copies** of the proposal must be submitted, one (1) original and one (1) electronic copy. **It is the Proposer's responsibility to ensure that its proposal arrives on or before the submission deadline. All late proposals will be rejected regardless of the reason.** All proposals and materials submitted become the property of JHF.

D. Inaccuracies or Misrepresentations

In the course of the RFP process or in the administration of a resulting Contract, if JHF determines that the Proposer has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to JHF, the Proposer may be terminated from the RFP process. In the event a Contract has been awarded, the Contract may be immediately terminated.

E. Incurred Costs

This RFP does not commit JHF to pay any costs incurred in the preparation of a proposal in response to this request and the Proposer agrees that all costs incurred in developing this proposal are the Proposer's responsibility.

IV. PROGRAM RESOURCES

A. Definitions

1. AIDS - Acquired Immunodeficiency Syndrome. The disease caused by the Human Immunodeficiency Virus (HIV).
2. Budget Narrative - A succinct justification for each line item in the budget.

CARE Act - Ryan White Comprehensive AIDS Resources Emergency Act. The Federal legislation created this to address the health care and service needs of people living with HIV/AIDS, and their families. The Care Act was enacted in 1990, reauthorized in 1996 and again in 2000.
3. Contract - A mutually binding agreement in which the contractor is obligated to provide services.
4. Contractor - The agency or individual responsible for having all the work described in the contract carried out.
5. EMSA - Established Metropolitan Statistical Area. To be eligible, an EMSA must have reported at least 2,000 AIDS cases during the previous five (5) years and have a population of at least 500,000. EMSA geographic boundaries range in size from one city/county to more than 26 political entities, and some span more than one state. The EMSA referred in this RFP is the service area of Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland Counties.
6. HIV - Human Immunodeficiency Virus. The causative agent of AIDS. It includes the entire spectrum of the natural history of the Human Immunodeficiency Virus, from post infection through the clinical definition of AIDS.
7. HOPWA - Funds for Housing Opportunities for Persons with AIDS.
8. HRSA - Health Resources Services Administration.
9. JHF - Jewish Healthcare Foundation, the fiscal agent for the Southwestern Pennsylvania AIDS Planning Coalition (SWPAPC).

10. MAI Funds - Minority AIDS Initiative. Racial and ethnic minority communities have been declared a severe and ongoing health crisis. The Department of Health and Human Services (HHS) in collaboration with the Congressional Black Caucus (CBC) announced an initiative to address this crisis through increased funding and outreach to these communities. MAI funds target programs to enhance effective HIV/AIDS efforts that directly benefit racial and ethnic minority communities. For the purposes of this RFP, youth are included in the definition of minority.
11. Outcome - A description of the intended result, effect, or consequence that will occur from carrying out a program or activity. A long-term, ultimate measure of success or strategic effectiveness.
12. Proposer - The agency or agencies that submit a plan or proposal for consideration and funding.
13. RFP - Request for Proposals. The document used to solicit a solution from potential contractors to a specific problem or need. Although price is important, originality and effectiveness of the proposal, and the background and experience of the Proposer, are evaluated in addition to the proposed cost.
14. State 656 Funds - Prevention and care services available to individuals at risk for HIV/AIDS infection.
15. SWPAPC - The Southwestern Pennsylvania AIDS Planning Coalition.
16. Target Population - The population, clients, or subjects intended to be identified and served by a program.
17. Title II Funds - The State funded (Federal pass through) portion of the CARE Act that provides emergency assistance to localities disproportionately affected by the HIV/AIDS epidemic.
18. Unit Cost - The monetary cost of delivering a defined amount of goods or services.

B. Reference Documents

1. AIDS Action – Connecting to Care: Addressing Unmet Needs in HIV, Rural and Formerly/Currently Incarcerated: <http://www.connectingtocare.net/>
2. AIDS Education Global Information System: www.aegis.org
3. AIDS Treatment News: www.aidsnews.org
4. Americans with Disabilities Act: www.dol.gov/esa/regs/statutes/ofccp.ada.htm
5. Centers for Disease Control and Prevention (CDC): www.cdc.gov
6. Compendium of Effective Interventions: <http://www.cdc.gov/HIV/pubs/HIVcompendium/HIVcompendium.pdf>
7. Effective Interventions (DEBIs): www.effectiveinterventions.org
8. Environmental Tobacco Smoke (Pro-Children Act of 1994): www4.law.cornell.edu/uscode/html/uscode20
9. Health Resources Services Administration (HRSA): www.hrsa.gov
10. Jewish Healthcare Foundation: www.jhf.org
11. National Institutes of Health’s National Library of Medicine HIV/AIDS: <http://sis.nlm.nih.gov/HIV.html>
12. Office of Minority Health: www.omhrc.gov
13. Pennsylvania Department of Health: www.health.state.pa.us
14. Pennsylvania and Mid-Atlantic AIDS Education and Training Center (AETC): www.pamaaetc.org/links.htm
15. STOPHIV.com (Pennsylvania Prevention Project): www.stopHIV.com
16. Substance Abuse and Mental Health Services Administrations (SAMHSA): www.samhsa.gov/index.aspx
17. The Southwestern Pennsylvania AIDS Planning Coalition: www.swpapc.org
18. Title VII of the Civil Rights Act of 1964: www.eeoc.gov/policy/vii.html

C. Background

At the end of 2003, an estimated 1,039,000 to 1,185,000 persons in the United States were living with HIV¹. In 2004, 38,730 cases of HIV were diagnosed in the 35 areas (33 states, Guam, and the U.S. Virgin Islands) with long-term, confidential name-based HIV reporting². CDC has estimated that approximately 40,000 persons become infected with HIV each year³. Vaccines or other drug therapies cannot cure HIV infection. The most effective measure for the future is to reduce the spread of HIV infection. The Centers for Disease Control and Prevention's (CDC) focus is now on the Advancing HIV Prevention (AHP) initiative which includes the implementation of activities and interventions for prevention of persons diagnosed with HIV and their partners. Contractors for Care and Supportive Services, Prevention, Housing and related activities for persons with HIV infection or at risk of HIV infection will be considered for acceptable responders to this RFP.

D. Rural Services and Rural Carve-out

The Allocations Committee of the Southwestern Pennsylvania AIDS Planning Coalition has identified a number of care and supportive services that will be subject to a 75%/25% split between Allegheny County and the ten (10) remaining counties in the local service area. The intent of this "carve-out" is to ensure that the service needs of the rural consumers are met and to encourage agencies located in the rural communities to more actively participate within the HIV service delivery system.

The SWPAPC Allocations Committee decided that the top-ranked ten (10) services should fall under the carve-out. They are:

- Case Management
- Client Advocacy
- Emergency Financial Assistance
- Food Bank
- Health Education/Risk Reduction
- HIV Treatment Adherence
- Mental Health Treatment/Therapy or Counseling
- Oral Health Care
- Psychosocial Support
- Transportation Services

¹ Glynn M, Rhodes P. [Estimated HIV prevalence in the United States at the end of 2003](#). National HIV Prevention Conference; June 2005; Atlanta. Abstract T1-B1101.

² CDC. [HIV/AIDS Surveillance Report, 2004](#). Vol. 16. Atlanta: US Department of Health and Human Services, CDC; 2005:1-46.

³ CDC. Guidelines for national human immunodeficiency virus case surveillance, including monitoring for human immunodeficiency virus infection and acquired immunodeficiency syndrome. MMWR 1999; 48(RR-13):1-28.

E. Service Categories

The following categories of service are eligible for funding:

1. Care & Support Services for Individuals with HIV/AIDS by Service Line:

Care Services	2007-2008 Total	2008-2009 Total
Behavioral Health (Total)	219,986	219,986
Mental Health Services - Rural Carve-out:		
Allegheny County (75%)	155,137	155,137
Rural Counties (25%)	<u>51,712</u>	<u>51,712</u>
TOTAL	206,849	206,849
Substance Abuse & Treatment (for Allegheny and Rural Counties)	13,137	13,137
Case Management - Rural Carve-out:		
Allegheny County (75%)	155,097	155,097
Rural Counties (25%)	<u>51,699</u>	<u>51,699</u>
TOTAL	206,796	206,796
Medication/Pharmacy Assistance (for Allegheny and Rural Counties)	1,000	1,000
Oral Health (Dental Care) - Rural Carve-out		
Allegheny County (75%)	25,278	25,278
Rural Counties (25%)	<u>8,426</u>	<u>8,426</u>
TOTAL	33,704	33,704
Treatment Adherence/Compliance - Rural Carve-out		
Allegheny County (75%)	15,573	15,573
Rural Counties (25%)	<u>5,191</u>	<u>5,191</u>
TOTAL	20,764	20,764
Support Services		
Client Advocacy - Rural Carve-out		
Allegheny County (75%)	57,971	57,971
Rural Counties (25%)	<u>19,323</u>	<u>19,323</u>
TOTAL	77,294	77,294
Congregate Meals (for Allegheny and Rural Counties)	13,815	13,815
Direct Emergency Financial Assistance ⁴ - Rural Carve-out		
Allegheny County (75%)	61,975	61,975
Rural Counties (25%)	<u>20,658</u>	<u>20,658</u>
TOTAL	82,633	82,633
Food Bank - Rural Carve-out		
Allegheny County (75%)	6,738	6,738
Rural Counties (25%)	<u>2,246</u>	<u>2,246</u>
TOTAL	8,984	8,984

⁴ Utilities, Food, and/or Health Insurance Deductibles, Co-payments and Premiums (dollars), Prescriptions (including over-the-counter medications) and/or Vision Care (dollars)

Support Services (continued)	2007-2008 Total	2008-2009 Total
Health Education/Risk Reduction - Rural Carve-out		
Allegheny County (75%)	13,031	13,031
Rural Counties (25%)	<u>4,343</u>	<u>4,343</u>
TOTAL	17,374	17,374
Housing Assistance (for Allegheny and Rural Counties)	10,340	10,340
Housing Support (for Allegheny and Rural Counties)	51,699	51,699
Minority AIDS Initiative (MAI) Funds⁵ (for Allegheny and Rural Counties)	217,355	217,355
Transportation - Rural Carve-out		
Allegheny County (75%)	25,057	25,057
Rural Counties (25%)	<u>8,352</u>	<u>8,352</u>
TOTAL	33,409	33,409

⁵ MAI funds target programs that demonstrate concentrated, targeted outreach directed at minority populations that engage in high risk behaviors. The principal purpose of these programs is the identification of people with HIV disease so that they may become aware of, and may be enrolled in care and treatment services. This requires educational interventions (without a risk-reduction skills component) conducted face-to-face in places where clients congregate. For more information about MAI funds, please call 412.560.0491.

2. Care & Supportive Services for Women, Infants, Children & Youth⁶ (WICY) with HIV/AIDS by Service Line:

Support Services	2007-2008 Total	2008-2009 Total
WICY Behavioral Health: Mental Health - Rural Carve-out		
Allegheny County (75%)	17,480	17,480
Rural Counties (25%)	<u>5,827</u>	<u>5,827</u>
TOTAL	23,307	23,307
WICY Case Management - Rural Carve-out		
Allegheny County (75%)	72,746	72,746
Rural Counties (25%)	<u>24,249</u>	<u>24,249</u>
TOTAL	96,995	96,995
WICY Client Advocacy - Rural Carve-out		
Allegheny County (75%)	31,019	31,019
Rural Counties (25%)	<u>10,340</u>	<u>10,340</u>
TOTAL	41,359	41,359
WICY Direct Emergency Financial Assistance - Rural Carve-out		
Allegheny County (75%)	26,507	26,507
Rural Counties (25%)	<u>8,835</u>	<u>8,835</u>
TOTAL	35,342	35,342
WICY Food Bank - Rural Carve-out		
Allegheny County (75%)	3,242	3,242
Rural Counties (25%)	<u>1,080</u>	<u>1,080</u>
TOTAL	4,322	4,322
WICY Health Education/Risk Reduction - Rural Carve-out		
Allegheny County (75%)	11,251	11,251
Rural Counties (25%)	<u>3,750</u>	<u>3,750</u>
TOTAL	15,001	15,001
WICY Housing Support - Rural Carve-out		
Allegheny County (75%)	4,132	4,132
Rural Counties (25%)	<u>1,377</u>	<u>1,377</u>
TOTAL	5,509	5,509
WICY Transportation - Rural Carve-out		
Allegheny County (75%)	17,480	17,480
Rural Counties (25%)	<u>5,827</u>	<u>5,827</u>
TOTAL	23,307	23,307

⁶ Note: These funds may be used **only** for services to women, infants, children and youth. Regional needs require that the majority of funds be used for services to women. Information on the cost of the services provided must be tracked separately from the funding available for services to all individuals with HIV/AIDS. The following are the age breakdowns for women, infants, children and youth: Infants – birth to 1 year; Youth – ages; 13-24; Children – ages 2-12; and Women – females age 25 and older.

3. State 656 - Funding for Prevention and Support Services to Individuals At-Risk for HIV Infection:

Prevention Services	2007-2008 Total	2008-2009 Total
Healing Weekend	8,002	8,002
HIV Prevention Intervention:		
Individual Level Intervention (ILI)	46,414	46,414
Group Level Intervention (GLI)	92,847	92,847
Outreach	23,175	23,175
Health Communication/Public Information (HC/PI)	<u>23,214</u>	<u>23,214</u>
TOTAL	185,650	185,650
Minority HIV Prevention Intervention:		
Individual Level Intervention (ILI)	63,407	63,407
Group Level Intervention (GLI)	126,813	126,813
Outreach	31,703	31,703
Health Communication/Public Information (HC/PI)	<u>31,703</u>	<u>31,703</u>
TOTAL	253,626	253,626
Support Services		
Psychosocial Support Services - Counseling (Individual) - Rural Carve-out		
Allegheny County (75%)	8,429	8,429
Rural Counties (25%)	<u>2,810</u>	<u>2,810</u>
TOTAL	11,239	11,239
Psychosocial Support Services - HIV Support Groups - Rural Carve-out		
Allegheny County (75%)	19,208	19,208
Rural Counties (25%)	<u>6,403</u>	<u>6,403</u>
TOTAL	25,611	25,611
Psychosocial Support Services - Peer Counseling (Individual) - Rural Carve-out		
Allegheny County (75%)	9,884	9,884
Rural Counties (25%)	<u>3,295</u>	<u>3,295</u>
TOTAL	13,179	13,179

4. Housing Opportunities for Persons Living with HIV/AIDS (HOPWA):

Service Areas	2007-2008 Total	2008-2009 Total
Commonwealth of Pennsylvania: Includes Cambria, Greene, Indiana, and Somerset Counties.		
Tenant-based Rental Assistance (TBRA)	79,783	79,783
Short-term Rent, Mortgage or Utility Assistance (STRMU)	5,000	5,000
Housing Information Services	1,000	1,000
Resource Identification	<u>16,690</u>	<u>16,690</u>
TOTAL	102,472	102,472
City of Pittsburgh Includes Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland Counties.		
Tenant-based Rental Assistance (TBRA)	490,260	490,260
Short-term Rent, Mortgage or Utility Assistance (STRMU)	70,418	70,418
Housing Information Services	1,033	1,033
Resource Identification	<u>18,400</u>	<u>18,400</u>
TOTAL	580,110	580,110

F. Program Requirements

If awarded a Contract, Proposer agrees to at least:

1. Participate in a survey of client satisfaction with questions specific to the services provided.
2. Require its staff to participate in continuing quality improvement activities.
3. Collect and maintain data and other records to demonstrate performance related to the indicators for each service. Provide various progress reports in a format acceptable to JHF.
4. Provide monthly invoices for reimbursement of services provided in a format acceptable to JHF. JHF will provide the required format for these invoices. Invoices will be submitted for payment within ten (10) calendar days following the month in which services were provided. JHF reserves the right to revise invoice formats and due dates to meet updated program requirements.
5. Provide evidence that the Proposer has the capacity to respond in a timely and comprehensive manner to data and information requests.
6. Require designated administrative staff or frontline staff, as necessary, to participate in activities that enhance communication among Contractors, and between Contractors and JHF, through regular attendance at meetings of the Quarterly Meetings. "Regular attendance" means attendance at 80% or more of the scheduled meetings.

When providing MAI funded services, Provider(s) agrees to at least:

1. Be located in or near the geographic area(s) where services are provided.
2. Have a documented history of providing services to the target population(s) to be served.
3. Have documented linkages to the target population(s), to help close the gap in access to services for highly impacted minority communities.
4. Provide services in a manner that is culturally and linguistically appropriate.
5. Maintain an "advisory group" that is representative of the population served and that provides input to the delivery of services.

V. CONTRACT REQUIREMENTS

A. General

The agency(s) selected will be required to agree to the terms contained below. If the Proposer has any objections, these objections must be addressed in the RFP response to JHF or the objections will be deemed to have been waived.

1. Representation

In the performance of the Contract, Contractor, its agents and employees, will act in an independent capacity and not as officers, employees or agents of JHF.

2. Contractor Contact

The Contractor will designate an individual to serve as a primary point of contact for the Contract. Contractor will notify JHF when the primary business contact will be unavailable/out of the office for one (1) or more business days. Contractor or designee must respond to JHF inquiries within two (2) JHF business days.

3. Change of Address

Contractor will notify JHF in writing of any change in mailing address within ten (10) business days of the address change.

4. Contract Assignment

Without the prior consent of JHF, the Contract is not assignable by Contractor either in whole or in part.

5. Subcontracting

Contractor agrees not to enter into any subcontracts for work contemplated under the Contract without first obtaining written approval from JHF. Any subcontractor will be subject to the same provisions as Contractor. Contractor will be fully responsible for the performance of any subcontractor. Contractor will conduct contract compliance audits on subcontractors.

6. Contract Amendments

Contractor agrees any alterations, variations, modifications, or waivers of provisions of the Contract will be valid only when they have been reduced to writing, duly signed and attached to the original of the Contract and approved by the required persons or agencies.

7. Copyright

The Contractor will relinquish any and all copyrights and/or privileges to data, materials or properties developed under this Contract. No such materials, data, public notices or properties produced in whole or in part under the Contract will be utilized for private use, copyright or patent right by the Contractor in the United States or in any other country without the express written consent of JHF. Copies of all educational and training materials, curricula, audio/visual aids, printed material, and periodicals, assembled pursuant to the Contract should be filed with JHF subsequent to publication production. All materials will become property of JHF at the close of the contract period.

8. Conflict of Interest

Contractor will develop an agency-specific conflict of interest policy that strives to ensure that no conflict of interest exists between its officers, employees, or subcontractors and the JHF. Contractor will make a reasonable effort to prevent employees, consultants, or members of governing bodies from using their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others such as those with whom they have family, business or other ties.

9. Grievance Procedure

Contractor will develop an agency-specific grievance policy and procedure, through which recipients of service will have the opportunity to express and have considered their views and complaints regarding the delivery of services. The procedure must be in writing. The Contractor must notify each recipient of services of the grievance procedure and explain the procedure so that clients may be aware of their rights and responsibilities. Additionally, documentation signed by the recipient demonstrating that the Contractor has complied with this requirement must be filed in the recipient's file and made available to site monitors upon request.

Unresolved Grievance at Contractor Level:

If a grievance is unresolved within the parameters of the internal agency process, JHF requires the Contractor to notify recipients that they have ten (10) business days to take their grievance to JHF. To submit an unresolved grievance, the recipient will be instructed to submit the following to the Jewish Healthcare Foundation, Centre City Tower, 650 Smithfield Street, Suite 2400, Pittsburgh, PA 15222, to the attention of Marsha Shisman; (1) A copy of all documentation related to the grievance and (2) A letter with the recipient's original signature clearly indicating contact information for the recipient and (3) a statement by the recipient authorizing JHF staff to contact the recipient.

10. Confidentiality

Contractor will ensure confidentiality of individual client HIV/AIDS related records and information contained in them in accordance with the confidentiality of HIV-related Information Act and other appropriate confidentiality laws and regulations. The Contractor will make adequate provision for system security and protection of individual privacy to ensure confidentiality of client information.

11. Records

Contractor will maintain all records (electronic and paper) and management books pertaining to local service delivery and demonstrate accountability for Contract performance and maintain all fiscal, statistical, and management books and records pertaining to the program. In the event that a Contractor's business headquarters is located outside the EMSA, the Contractor will make these records available as needed and requested by JHF.

Records should include, but are not limited to: client case files, monthly summary sheets, sign-in sheets, and other primary source documents. Fiscal records will be kept in accordance with Generally Accepted Accounting Principles and must account for all funds, tangible assets, revenue and expenditures. Fiscal records must also comply with the appropriate Office of Management and Budget (OMB) Circulars which state the administrative requirements, cost principles and other standards for accountancy.

All records will be complete and current and comply with all Contract requirements. Failure to maintain acceptable records per the preceding requirements will be considered grounds for withholding of payments for invoices submitted and for termination of the Contract.

12. Licenses and Permits

Contractor will ensure that it has all necessary licenses and permits required by the laws of the United States, Commonwealth of Pennsylvania, and all other appropriate governmental agencies, and agrees to maintain these licenses and permits in effect for the duration of the Contract. Contractor will notify JHF immediately of loss or suspension of any such licenses and permits.

13. Health and Safety

Contractor will comply with all applicable local health and safety clearances, including fire clearances, for each site where program services are provided under the terms of the Contract.

14. Pro-Children Act of 1994

Contractor will comply with Environmental Tobacco Smoke, also known as the Pro-Children Act of 2001.

15. Americans with Disabilities Act

Contractor will comply with all applicable provisions of the Americans with Disabilities Act (ADA).

16. Notification

In the event of a problem or potential problem that will impact the quality or quantity of work or the level of performance under the Contract, notification will be made within one (1) business day, in writing and by telephone to JHF.

17. Administrative Reporting Requirements

Contractors are required to submit monthly invoices, quarterly financial and other (PaUDS, CareWare) reports. These reports are due no later than ten (10) days after the close of the period for which the report is being submitted. Failure to submit required reports in a timely manner may jeopardize JHF's compliance with State and Federal reporting requirements and may result in the JHF withholding payment.

B. Indemnification and Insurance Requirements

1. Indemnification

The Contractor agrees to indemnify, defend and hold harmless JHF and its authorized officers, employees, agents and volunteers from any and all claims, losses, damages, and/or liability arising out of the Contract from any cause whatsoever, including the acts, errors or omissions of any person and for any costs or expenses incurred by JHF on account of any claim therefore, except where such indemnification is prohibited by law.

2. Insurance

Without affecting the indemnity herein provided and in addition thereto, the Contractor will secure and maintain throughout the Contract the following types of insurance with limits as shown:

- a) Workers' Compensation - a program of Workers' Compensation Insurance or a State-approved Self-Insurance Program in an amount and form to meet all applicable requirements of the Labor Code of the Commonwealth of Pennsylvania, including Employer's Liability, covering all persons providing services on behalf of the Contractor and all risks to such persons under this Agreement.

With respect to Contractors that are non-profit corporations organized under Pennsylvania or Federal law, volunteers for such entities are required to be covered by Workers' Compensation Insurance.

Workers' Compensation Insurance limits are based on the number of employees, the payroll of the employees, the classification of the agency and past loss experience. This amount may vary between agencies.

- b) Comprehensive General, Property and Automobile Liability Insurance - this coverage is to include contractual coverage and automobile liability coverage for owned, hired and non-owned vehicles. The policy will have combined single limits for bodily injury and property (fire, damage, theft) damage. If Contractor provides transportation to one or more clients at any time, the automotive liability insurance policy will have combined single limits for bodily injury and property damage.

Comprehensive General Liability Insurance and Property Insurance limits are based on various factors unique to each agency.

For Automobile Liability Insurance, Pennsylvania requires as a minimum coverage up to \$30,000 for all persons injured in an accident, subject to a limit of \$15,000 for one individual, and \$5,000 coverage for property damage.

- c) Unemployment Compensation - proposer must provide proof of Unemployment Compensation through the "Employer's Report for Unemployment Compensation," PA Form UC-2 REV 3-03.
- d) Fidelity Bond - this bond protects the Proposer against dishonest or fraudulent acts of employees, such as embezzlement, fraud, or theft of money. This coverage must be no less than one sixth (1/6) of the total cost of the annual grant amount.

3. Additional Named Insured

All policies, except for the Workers' Compensation and Professional Liability policies, will contain additional endorsements naming JHF and its officers, employees, agents and volunteers as additional named insured with respect to liabilities arising out of the performance of services hereunder.

4. Waiver of Subrogation Rights

Except for the Errors and Omissions Liability and Professional Liability, Contractor will require the carriers of the above required coverages to waive all rights of subrogation against JHF, its officers, employees, agents, volunteers, contractors and subcontractors.

5. Policies Primary and Non-Contributory

All policies required above are to be primary and non-contributory with any insurance or self-insurance programs carried or administered by JHF.

6. Proof of Coverage

Contractor will immediately furnish Certificates of Insurance to JHF evidencing the insurance coverage, including endorsements required above, prior to the commencement of performance of services hereunder. Certificates will provide that such insurance will not be terminated or expire without thirty (30) days written notice to JHF, and Contractor will maintain such insurance from the time Contractor commences performance of services hereunder until the completion of such services. Within sixty (60) calendar days of the commencement of the Contract, the Contractor will furnish certified copies of the policies and all endorsements.

C. Right to Monitor and Audit

1. Right to Monitor

JHF or any subdivision or appointee thereof, and the Commonwealth of Pennsylvania or any subdivision or appointee thereof, including the Auditor General, will have absolute right to review and audit all records, books, papers, documents, corporate minutes, and other pertinent items as requested, and will have absolute right to monitor the performance of Contractor in the delivery of services provided under the Contract. Full cooperation will be given by Contractor in any auditing or monitoring conducted. Contractor will cooperate with JHF in the implementation, monitoring and evaluation of the Contract and comply with any and all reporting requirements established by JHF.

2. Availability of Records

All records pertaining to service delivery and all fiscal, statistical and management books and records will be available for examination and audit by JHF, Federal and State representatives for a period of four (4) years after final payment under the Contract or until all pending JHF, State and Federal audits are completed, whichever is later. Program data will be retained locally and made available upon request or turned over to JHF. Records of the Contractor which do not pertain to the program may be subject to audit.

3. Independent Audit Provisions

Contractor will hire a licensed Certified Public Accountant (CPA), who will prepare, within sixty (60) days after the termination of the Contract, a certified fiscal audit of related expenditures during the term of the Contract and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY/CIVIL RIGHTS

A. Equal Employment Opportunity Program

The Contractor will not discriminate against any employee, applicant for employment, recipient of services, or any other person because of race, color, religion, ancestry, national origin, age, sex or sexual preference or the presence of a non-job related medical condition/disability. Sexual harassment is a form of discrimination based on sex and prohibited by Title VII of the Civil Rights Act of 1964.

B. Civil Rights Compliance

The Contractor will develop and maintain internal policies and procedures to assure compliance with each factor outlined by state regulation. These policies must be developed into a Civil Rights Plan, which is to be on file with JHF. The Plan must address prohibition of discriminatory practices, accessibility, language services, staff development and training, dissemination of information, complaints of discrimination, compliance review, and duties of the Civil Rights Liaison. Upon request, the County will supply a sample of the Plan format. The Contractor will be monitored by the County for compliance with provisions of its Civil Rights Plan.

VII. IMPROPER CONSIDERATION

Contractor will not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, service, the provision of travel or entertainment, or any items of value to any officer, employee or agent of JHF in an attempt to secure favorable treatment regarding this RFP. JHF, by written notice, may immediately terminate any Contract if it determines that any improper consideration as described in the preceding paragraph was offered to any officer, employee or agent of JHF with respect to the proposal and award process. This prohibition will apply to any amendment, extension or evaluation process once a Contract has been awarded. Contractor will immediately report any attempt by a JHF officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Contractor. The report will be made to the supervisor or manager charged with supervision of the employee or to the JHF Administrative Office. In the event of a termination under this provision, JHF is entitled to pursue any available legal remedies.