



**REQUEST FOR PROPOSALS FOR 2009-2011
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 1522**

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I. Introduction

A. Purpose

Jewish Healthcare Foundation (JHF) is seeking proposals from interested and qualified agencies to provide care, support, prevention and housing services for those infected with and affected by HIV/AIDS in the 11-county region of Southwestern Pennsylvania. Agencies that have the ability and capacity to provide services to persons living with HIV/AIDS within Allegheny, Armstrong, Beaver, Butler, Cambria, Fayette, Greene, Indiana, Somerset, Washington and/or Westmoreland are encouraged to apply.

The subgrant(s) awarded will be funded on a cost reimbursement (fee for service basis) and will be for a **24-month (2-year) period from July 1, 2009 – June 30, 2011**. The number of awards will be based on the quality of the individual proposals received as determined by the independent Procurement Panel.

B. Funding Streams

Ryan White Treatment Modernization Act

Ryan White funds are targeted towards care and support services for persons infected with HIV. Services can be provided to family members and caregivers only when these services benefit the person living with HIV/AIDS. All services provided should assist with the entry into and retention of clients in medical care. Ryan White funds cannot be used for prevention activities. Due to federal funding requirements, approximately 75% of the total Ryan White funds awarded have to be spent in a 9-month time period (July 1 – March 31).

State 656

State funds are to be used to provide care, support and prevention services. These funds are the only source of funds for prevention activities under this RFP. State funds for prevention are aimed at reducing the spread of HIV transmission. State funds may be used in conjunction with Ryan White funds in the provision of care and support services.

Housing Opportunities for Persons with HIV/AIDS (HOPWA)

HOPWA funds are intended to prevent homelessness for persons who are infected with/affected by HIV and AIDS. HOPWA funds cannot be used for any prevention, care or support service activity other than those services listed as HOPWA services.

C. Minimum Applicant Requirements

1. Applicant must be a not-for-profit 501(c)(3) organization.
2. Applicant can have no record of unsatisfactory performance. Applicant must not be presently debarred, suspended, proposed for debarment, declared ineligible or voluntarily excluded from participation in this transaction by any local, state, or federal department or agency.
3. Applicant must have the ability to maintain adequate files and records to meet statistical reporting requirements.
4. Applicant must have the administrative and fiscal capability to provide and manage the proposed services on a reimbursement basis and ensure adequate documentation related to services provided.
5. Applicant must demonstrate the capability to perform all elements of the proposed scope of work and have the capacity to enter into a subgrant with JHF.

6. Applicant must demonstrate the capability to perform all elements of the proposed scope of work and have the capacity to enter into a subgrant with JHF.
7. Applicant must possess the appropriate license(s) and certifications issued by the Commonwealth of Pennsylvania (if required based on the services proposed).
8. Applicant must meet other presentation and participation requirements listed in this Request for Proposals (RFP).

D. RFP Mandatory Review Meeting

The purpose of this meeting is to give Applicants the opportunity to ask questions and clarify any points in the RFP that may not have been clearly understood and to aid in proposal preparation. **It is recommended that at the time of these meetings, the applicant should have already begun preparing their proposal.** Attendance at 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 two persons per agency. Due to the content of the meeting, it is highly recommended that the persons responsible for writing the proposal and preparing the budget and financial information be the representatives for the agency.

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

Mandatory meetings to review the RFP in detail will be held on:

Wednesday, December 3, 2008 from 10:00 AM – 12:00 PM

Thursday, December 4, 2008 from 6:00 PM – 8:00 PM

Location:

Rodef Shalom Congregation
4905 Fifth Avenue
Pittsburgh, PA 15213

E. 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 Mandatory Review Meetings. In the interest of the safety and welfare of the Applicants, JHF may cancel an RFP Mandatory Review Meeting due to inclement weather.

Meeting cancellations will occur by 7:00 PM on Tuesday, December 2 and by 12:00 NOON on Thursday, December 4, 2008. If a meeting is cancelled, it will be rescheduled for Thursday, December 11, 2008 from 10:00 AM – 12:00 PM at Rodef Shalom

For cancellation information call 412-560-0491.

F. Correspondence

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

Jewish Healthcare Foundation
ATTN: Michelle Murawski, Program Coordinator
Centre City Tower, Suite 2400
650 Smithfield Street, Pittsburgh, PA 15222
Phone 412.594.2553 or murawski@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 Applicant.

G. Proposal Submission Deadline

All proposals must be received at the address listed in Paragraph F of this section **no later than 12:00 NOON, Eastern Time on Friday, January 9, 2009. LATE PROPOSALS WILL BE REJECTED REGARDLESS OF THE REASON.**

II. PROPOSAL TIMELINE

RFP Released	Friday, October 31, 2008
RFP Review Meeting	Wednesday, December 3, 2008 10:00 AM Thursday, December 4, 2008 6:00 PM
Deadline for submission	Friday, January 9, 2009 12:00 NOON
Date for mailing award/denial letters	Wednesday, February 25, 2009
Start date for Subgrant(s)	Wednesday, July 1, 2009

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 Panel will award funding based on proposals that best meet the needs of the Southwestern Pennsylvania region. It is recommended that an organization's funding should be no more than 30% dependent upon one sole grant contract. The Jewish Healthcare Foundation is not liable for any award decisions made by the independent Procurement Panel.

All funding and funding amounts are contingent upon state legislative approval of the 2009/2011 budgets of the Commonwealth of Pennsylvania, receipt of federal Department of Housing and Urban Development funds by the Commonwealth of Pennsylvania, receipt of federal Ryan White Care Act funds by the Pennsylvania Department of Health, Bureau of HIV/AIDS, and receipt by the Jewish Healthcare Foundation of a fully executed contract from the Pennsylvania Department of Health, Bureau of HIV/AIDS.

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, one (1) original and one (1) electronic**, of the proposal must be submitted to the sole contact point indicated in Section I, Paragraph F. **It is the Applicant's responsibility to ensure that the 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. For proposal submission format please see Part II of the RFP.

D. Inaccuracies or Misrepresentations

In the course of the RFP process or in the administration of a resulting subgrant, if JHF determines that the Applicant has made a material misstatement or misrepresentation or that materially inaccurate information has been provided to JHF, the Applicant may be terminated from the RFP process. In the event a subgrant has been awarded, the subgrant 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 Applicant agrees that all costs incurred in developing this proposal are the Applicant's responsibility.

IV. Services and Funding Available

A. Background

At the end of 2003, an estimated 1,039,000 to 1,185,000 persons in the United States were living with HIV.¹ In 2006 an estimated number of 52,878 cases of HIV were diagnosed in the United States with long-term, confidential name-based HIV reporting.² This is 32% higher than the previous Center for Disease Control (CDC) estimate of 40,000 annual new infections.³ Pennsylvania is extremely affected by the epidemic, evidenced by having the 7th highest number of cumulative AIDS cases in the nation.⁴ 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 Center for Disease Control and Prevention's focus is largely on the Advancing HIV Prevention (AHP) initiative, which includes the implementation of activities and interventions for prevention of persons at high risk of contracting HIV and for persons diagnosed with HIV and their partners.⁵

Not only are more people becoming infected with HIV annually, but people are also living longer with the virus due to the advanced medical treatments that are available.⁶ The Ryan White Treatment Modernization Act of 2006 (RWTMA) focuses on funding programs that provide life-saving and life-extending services for people living with HIV/AIDS. HRSA requires these funds to be used for and provide access to medically necessary services to persons living with HIV/AIDS. HOPWA funding provides housing for persons living with HIV/AIDS to facilitate these services that result in a medical outcome.

Providers of prevention, care and supportive services, housing and other related activities that facilitate medical care for persons with HIV infection or at risk of HIV infection will be considered as acceptable responders to this RFP. Preference will be given to providers physically located within service area.

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 595.

² CDC. HIV/AIDS Surveillance Report 2006. Vol. 18

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

⁴ CDC. HIV/AIDS Surveillance Report 2006. Vol. 18

⁵ CDC. Advancing HIV Prevention: New Strategies for a Changing Epidemic – United States 2003. MMWR 2003; 52(15):329 - 332

⁶ CDC. HIV/AIDS in the United States Factsheet. March 2008

B. Rural Services and Rural Carve-out

The Allocations Committee of the Southwestern Pennsylvania AIDS Planning Coalition (SWPAPC) 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 minimally met and to encourage agencies located in the rural communities to more actively participate within the HIV service delivery system. This does not preclude the use of non-rural funds to serve rural clients.

C. Service Categories

The following categories of service are eligible for funding:

Ryan White Funded Care/Support Services for Individuals with HIV/AIDS by Service Line

CARE SERVICES	2009-2010 (\$)	2010-2011 (\$)
<i>AIDS Pharmaceutical Assistance (Total)</i>	8,296	8,285
Allegheny (75%)	6,222	6,214
Rural (25%)	2,074	2,071
<i>Medical Case Management Services including TA (Total)</i>	289,017	288,537
Allegheny (75%)	216,763	216,403
Rural (25%)	72,254	72,134
<i>Oral Health Care (Total)</i>	33,182	33,140
Allegheny (75%)	24,887	24,855
Rural (25%)	8,296	8,285
<i>Mental Health Services (Total)</i>	107,843	107,706
Allegheny (75%)	80,882	80,780
Rural (25%)	26,961	26,927
<i>Health Insurance Premium and Cost Sharing</i>	8,296	8,285
<i>Substance Abuse Services and Treatment</i>	13,012	12,996
TOTAL	459,646	458,949
SUPPORT SERVICES		
<i>Congregate Meals (Total)</i>	24,887	24,855
Allegheny (75%)	18,665	18,642
Rural (25%)	6,222	6,214
<i>Non-Medical Case Management (Total)</i>	101,251	101,199
Allegheny (75%)	75,938	75,899
Rural (25%)	25,313	25,300
<i>Emergency Financial Assistance (Total)</i>	66,365	66,281
Allegheny (75%)	49,774	49,711
Rural (25%)	16,591	16,570
<i>Housing Support (Total)</i>	49,774	49,711
Allegheny (75%)	37,330	37,283
Rural (25%)	12,443	12,428
<i>Food Bank (Total)</i>	8,296	8,285
Allegheny (75%)	6,222	6,214
Rural (25%)	2,074	2,071
<i>Health Education/Risk Reduction</i>	14,188	14,170
<i>Medical Transportation</i>	33,182	33,140
<i>Treatment Adherence Counseling (Total)</i>	33,182	33,140
Allegheny (75%)	24,887	24,855
Rural (25%)	8,296	8,285
<i>Housing Assistance (Total)</i>	8,296	8,285
Allegheny (75%)	6,222	6,214
Rural (25%)	2,074	2,071
TOTAL	339,421	339,066

**Ryan White Funded Care/Support Services for
Women, Infants, Children & Youth⁷ (WICY) with HIV/AIDS by Service Line**

CARE SERVICES	2009-2010 (\$)	2010-2011 (\$)
<i>Mental Health Services</i>	23,085	23,056
<i>Medical Case Management Services including TA</i>	59,639	59,833
TOTAL	82,724	82,889
SUPPORT SERVICES		
<i>Non-Medical Case Management</i>	40,966	40,914
<i>Emergency Financial Assistance</i>	46,455	46,397
<i>Food Bank</i>	8,296	8,285
<i>Health Education/Risk Reduction</i>	8,296	8,285
<i>Housing Support</i>	8,296	8,285
<i>Medical Transportation</i>	16,591	16,570
TOTAL	128,900	128,736

State 656 – Prevention and Support Services to Individuals At-Risk for HIV Infection

PREVENTION SERVICES	2009-2010 (\$)	2010-2011 (\$)
<i>HIV Prevention Intervention</i>	148,795	148,235
<i>Minority HIV Prevention Intervention</i>	262,872	261,882
<i>Healing Weekend</i>	9,920	9,882
TOTAL	421,587	419,999
SUPPORT SERVICES		
<i>Psychosocial Support Services – HIV Support Groups</i>	24,799	24,706
<i>Psychosocial Support Groups – Peer Counseling (Individual)</i>	49,598	49,412
TOTAL	74,397	74,118

⁷ 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; Children – ages 2-12; Youth – ages 13-24; and Women – females age 25 and old.

Housing Opportunities for Persons Living with HIV/AIDS

SERVICE AREAS	2009-2010 (\$)	2010-2011(\$)
Commonwealth of Pennsylvania: <i>Includes Cambria, Greene, Indiana and Somerset counties.</i>		
<i>Tenant-based Rental Assistance (TBRA)</i>	79,544	79,251
<i>Short-term Rent, Mortgage or Utility Assistance (STRMU)</i>	4,985	4,967
<i>Housing Information Services</i>	997	993
<i>Resource Identification</i>	16,641	16,578
TOTAL	102,167	101,789
City of Pittsburgh: <i>Includes Allegheny, Armstrong, Beaver, Butler, Fayette, Washington and Westmoreland counties.</i>		
<i>Tenant-based Rental Assistance (TBRA)</i>	497,527	497,527
<i>Short-term Rent, Mortgage or Utility Assistance (STRMU)</i>	71,462	71,462
<i>Housing Information Services</i>	1,048	1,048
<i>Resource Identification</i>	18,673	18,673
TOTAL	588,710	588,710

D. Program Requirements

If awarded a Subgrant, Applicant agrees to at least:

1. Require staff to participate in a developed quality management program compliant with HRSA guidelines.
2. Collect and maintain data and other records on a reliable computer system. The system will need to meet the requirements in Part II of this RFP.

Maintain client-level documentation related to HIV diagnosis and retention in care (CD4 count and/or last date taken, Viral Load count and/or last date taken and/or client's participation in Anti-Retroviral Therapy (ART)).

These data will be requested within various quarterly and annual reports. Other reports may be requested per the discretion of the Fiscal Agent and are required to be accurately completed and submitted by the due date determined by the Fiscal Agent. Failure to submit reports in a timely manner will lead the agency to be out of compliance, and can result in funding being withheld.

3. Provide monthly invoices, with cover page, for reimbursement of services provided. JHF will provide the required format for these invoices. JHF reserves the right to revise invoice formats and due dates to meet updated program requirements. The guidelines below must be followed to ensure prompt repayment:
 - a. An electronic copy of the invoices must be emailed to the Grant Administrator, as well as a signed, paper copy, within five (5) calendar days following the month in which services were provided.
 - b. In the case that the 5th of the month falls on a weekend, the electronic, emailed copy of the invoice must be received by the Grants Administrator by 12 NOON on the previous Friday. The signed, paper copy must be received no later than the following Monday.
 - c. For services provided in March and June, invoices must be received by the 3rd of the month due to federal and state requirements.

4. Require designated administrative or frontline staff, as necessary, to participate in activities that enhance communication among JHF, SWPAPC, and other regional service providers through mandatory attendance of all Quarterly meetings. Regular participation in SWPAPC general membership meetings is also expected.

V. SUBGRANT REQUIREMENTS

A. General

Agencies awarded funding will enter into subgrant agreements with JHF and will be required to agree to the terms contained below.

1. Representation

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

2. Point of Contact

The Subgrantee will designate an individual to serve as the primary point of contact for the Subgrant. Contractor or designee must respond to JHF inquiries within two (2) business days.

3. Change of Address

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

4. Subgrant Assignment

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

5. Subcontracting

Subgrantee agrees not to enter into any subcontracts for work contemplated under the Subgrant.

6. Subgrant Amendments

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

7. Copyright

The Subgrantee will relinquish any and all copyrights and/or privileges to data, materials or properties developed under this Subgrant. No such materials, data, public notices or properties produced in whole or in part under the Subgrant will be utilized for private use, copyright or patent right by the Subgrantee 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 materials and periodicals, assembled pursuant to the Subgrant should be filed with JHF subsequent to publication product. All materials will become property of JHF at the close of the subgrant period.

8. Conflict of Interest

Subgrantee will develop an agency-specific conflict of interest policy that strives to ensure that no conflict of interest exists between its officers, employees, or subgrantees and the JHF. Subgrantee 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

Subgrantee 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 Subgrantee 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 Subgrantee has complied with this requirement must be filed in the recipient's file and made available to site monitors upon request.

10. Confidentiality

Subgrantee will ensure confidentiality of individual client HIV/AIDS related records and information contained in them in accordance with the confidentiality of Act 148, the HIV-related Information Act and other appropriate confidentiality laws and regulations. The Subgrantee will make adequate provision for system security and protection of individual privacy to ensure confidentiality of client information.

11. Records

Subgrantee will maintain all records (electronic and paper) and management books pertaining to local service delivery and demonstrate accountability for Subgrant performance and maintain all fiscal, statistical and management books and records pertaining to the program. In the event that a Subgrantee's business headquarters is located outside the Eligible Metropolitan Area (EMA), the Subgrantee 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 Subgrant 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 Subgrant.

12. Licenses and Permits

Subgrantee 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 Subgrant. Subgrantee will notify JHF immediately of loss or suspension of any such licenses and permits.

13. Health and Safety

Subgrantee 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 Subgrant.

14. Pro-Children Act of 1994

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

15. Americans with Disabilities Act

Subgrantee 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 Subgrant, notification will be made within one (1) business day, in writing via email and by telephone to JHF.

17. Administrative Reporting Requirements

Subgrantees are required to submit monthly invoices, quarterly financial reports and other quarterly and annual reports. 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. Insurance Requirements

1. Insurance

The Subgrantee will secure and maintain throughout the Subgrant period 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 Subgrantee and all risks to such persons under this Subgrant.

With respect to Subgrantees 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 automotive liability coverage with combined single limits for bodily injury and property (fire, theft) damage. If the Subgrantee provides transportation to one or more clients at any time, the automotive liability coverage will have combined single limits for bodily injury and property damage. The policy will cover owned, rented or not-owned vehicles.

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.

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

- c. Unemployment Compensation. Subgrantee must maintain proof of Unemployment Compensation through the "Employer's Report for Unemployment Compensation," PA Form UC-2 REV 3-03.
- d. Fidelity Bond. This protects the Subgrantee 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 subgrant amount.

2. Additional Named Insured

All General Liability and Fidelity policies must 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 subgrant services.

3. Proof of Coverage

Subgrantee will furnish Certificates of Insurance to JHF evidencing the insurance coverage, including endorsements required above, prior to the signing of the Subgrant and commencement of performances of services hereunder. Certificates will provide that such insurance will not be terminated or expire without thirty (30) days written notice to JHF and Subgrantee will maintain such insurance from the time Subgrantee commences performance of services hereunder until the completion of such services.

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 Subgrantee in the delivery of services provided under the Subgrant. Full cooperation will be given by Subgrantee in any auditing or monitoring conducted. Subgrantee will cooperate with JHF in the implementation, monitoring and evaluation of the Subgrant 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 Subgrant 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 Subgrant which do not pertain to the program may be subject to audit.

3. Independent Audit Provisions

Subgrantee will hire a licensed Certified Public Accountant (CPA), who will prepare a certified fiscal audit of related expenditures during the term of the Subgrant and a program compliance audit.

VI. EQUAL EMPLOYMENT OPPORTUNITY

A. Equal Employment Opportunity Program

The Applicant will not discriminate against any employee, applicant for employment, recipient of services, or any other persons because of race, color, religion, ancestry, national origin, age, sex or sexual preference or the presence of a non-job related medical condition/disability.

B. Civil Rights Act

Sexual harassment is a form of discrimination based on sex and prohibited by Title VII of the Civil Rights Act of 1964.

VII. IMPROPER CONSIDERATION

Applicant 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 terminate any Subgrant if it determines that any improper consideration as described above 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 Subgrant has been awarded. Applicant will immediately report any attempt by a JHF officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from Applicant. 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.