

**STATE OF SOUTH DAKOTA
DEPARTMENT OF HEALTH
OFFICE OF Disease Prevention and Health Promotion
600 EAST CAPITOL AVENUE
PIERRE, SOUTH DAKOTA 57501**

Ryan White Part B Client Services Coordinator
PROPOSALS ARE DUE at 02.21.2023 at 1600 CST

RFP #: 23-0904002-011 CONTACT: Angela Cascio PHONE: (605) 773-4900

READ CAREFULLY

FIRM NAME: _____ AUTHORIZED SIGNATURE: _____

ADDRESS: _____ TYPE OR PRINT NAME: _____

CITY/STATE: _____ TELEPHONE NO: _____

ZIP (9 DIGIT): _____ FAX NO: _____

FEDERAL TAX ID#: _____ E-MAIL: _____

PRIMARY CONTACT INFORMATION

CONTACT NAME: _____ TELEPHONE NO: _____

FAX NO: _____ E-MAIL: _____

1.0 GENERAL INFORMATION

1.1 PURPOSE OF REQUEST FOR PROPOSAL (RFP)

The purpose of this request for proposal is to secure a Client Services Coordinator to support the South Dakota Ryan White Part B program. The position will support sub-recipients with client services to ensure continued effective implementation of the HIV case management and client services program.

1.2 ISSUING OFFICE AND RFP REFERENCE NUMBER

The South Dakota Department of Health is the issuing office for this document and all subsequent addenda relating to it, on behalf of the South Dakota Department of Health, Office of Disease Prevention and Health Promotion. The reference number for the transaction is RFP # 23-0904002-011. This number must be referred to on all proposals, correspondence, and documentation relating to the RFP.

1.3 LETTER OF INTENT

All interested vendors must submit a **Letter of Intent** to respond to this RFP.

The letter of intent must be received in the form of a letter or by email no later than January 10, 2023. If submitted by mail the envelope should be addressed to:

RFP # 23-0904002-011
NAME AND TITLE Angela Cascio Infectious Disease Director
EMAIL: Angela.Cascio@state.sd.us
PROGRAM NAME Ryan White Part B Program
STREET ADDRESS 615 E 4th Street
PIERRE, SD 57501

Be sure to reference the RFP number in your letter.

The Letter of Intent may be submitted to Angela Cascio via email at Angela.Cascio@state.sd.us. Please place the following in the subject line of your email: "**Letter of Intent for RFP 23-0904002-011**".

1.4 SCHEDULE OF ACTIVITIES (SUBJECT TO CHANGE)

| | |
|---|------------|
| RFP Publication | 12.30.2022 |
| Letter of Intent to Respond Due | 01.10.2023 |
| Deadline for Completion of Site Visits | N/A |
| Deadline for Submission of Written Inquiries | 01.23.2023 |
| Responses to Vendor Questions | 02.06.2023 |
| Proposal Submission | 02.21.2023 |
| Oral Presentations/discussions (if required) | 03.07.2023 |
| Anticipated Award Decision/Contract Negotiation | 03.28.2023 |

1.5 SITE VISITS

Site visit is not required.

1.6 SUBMITTING YOUR PROPOSAL

One original hard copy and an electronic copy of the proposal (to include Cost Proposal) must be completed and received by the SDDOH, ODPHP by the date and time indicated in the Schedule of Activities. The proposal shall be page numbered and have an index and/or a table of contents referencing the appropriate page number.

One original hard copy of the proposal and cost proposal must be submitted by mail (USPS or other mail carrier). **The cost proposal must be in a separate sealed envelope and labeled “Sealed Cost Proposal”.** The sealed envelope must be marked with the appropriate RFP Number and Title. Proposals must be post marked by Proposal Submission date as referenced in the Schedule of Activities.

The cost proposal must be in a separate sealed envelope and labeled “Cost Proposal”.

All proposals must be signed, in ink, by an officer of the responder, legally authorized to bind the responder to the proposal, and sealed in the envelope sent by the respondent. Proposals that are not properly signed may be rejected. The sealed envelope must be marked with the appropriate RFP Number and Title. The words “Sealed Proposal Enclosed” must be prominently denoted on the outside of the shipping container. **Proposals must be addressed and labeled as follows:**

REQUEST FOR PROPOSAL # 23-0904002-011
PROPOSAL DUE 02.21.2023
NAME AND TITLE Angela Cascio Infectious Disease Director
PROGRAM NAME Ryan White Part B Program
STREET ADDRESS 615 E 4th Street
PIERRE SD 57501

All capital letters and no punctuation are used in the address. The Department of Health address as displayed should be the only information in the address field.

One electronic copy of the proposal and cost proposal must be electronically downloaded to a secure location provided by the Vendor where the State can access the Vendor's proposal. This secure location can be a SFTP site, an encrypted FTP site or a webpage using SSL if files are only downloaded, and nothing has to be uploaded. Cost reports included in proposals must be uploaded as a separate document. Vendors shall reference their secure web location in the paper copy of their proposal and/or email the location to the Buyer Point of Contact listed on page one of this document. Due to security concerns, the State will not accept electronic proposals on portable media.

Proposals received after the deadline will be late and ineligible for consideration.

No proposal shall be accepted from, or no contract or purchase order shall be awarded to any person, firm or corporation that is in arrears upon any obligations to the State of South Dakota, or that otherwise may be deemed irresponsible or unreliable by the State of South Dakota.

1.7 CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION – LOWER TIER COVERED TRANSACTIONS

By signing and submitting this proposal, the vendor certifies that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation, by any Federal department or agency, from transactions involving the use of Federal funds. Where the vendor is unable to certify to any of the statements in this certification, the bidder shall attach an explanation to their offer.

1.8 NON-DISCRIMINATION STATEMENT

The State of South Dakota requires that all contractors, vendors, and suppliers doing business with any State agency, department, or institution, provide a statement of non-discrimination. By signing and submitting their proposal, the vendor certifies they do not discriminate in their employment practices with regard to race, color, creed, religion, age, sex, ancestry, national origin or disability.

1.9 RESTRICTION OF BOYCOTT OF ISRAEL

For contractors, vendors, suppliers, or subcontractors with five (5) or more employees who enter into a contract with the State of South Dakota that involves the expenditure of one hundred thousand dollars (\$100,000) or more, by submitting a response to this solicitation or agreeing to contract with the State, the bidder or offeror certifies and agrees that the following information is correct:

The bidder or offeror, in preparing its response or offer or in considering proposals submitted from qualified, potential vendors, suppliers, and subcontractors, or in the solicitation, selection, or commercial treatment of any vendor, supplier, or subcontractor, has not refused to transact business activities, has not terminated business activities, and has not taken other similar actions intended to limit its commercial relations, related to the subject matter of the bid or offer, with a person or entity on the basis of Israeli national origin, or residence or incorporation in Israel or its territories, with the specific intent to accomplish a boycott or divestment of Israel in a discriminatory manner. It is understood and agreed that, if this certification is false, such false certification will constitute grounds for the State to reject the bid or response submitted by the bidder or offeror on this project and terminate any contract awarded based on the bid or response. The successful bidder or offeror further agrees to provide immediate written notice to the contracting executive branch agency if during the term of the contract it no longer complies with this certification and agrees such noncompliance may be grounds for contract termination.

1.10 MODIFICATION OR WITHDRAWAL OF PROPOSALS

Proposals may be modified or withdrawn by the vendor prior to the established due date and time. No oral, telephonic, telegraphic or facsimile responses or modifications to informal, formal bids, or Request for Proposals will be considered.

1.11 VENDOR INQUIRIES

Vendors may make written or email inquiries concerning this RFP to obtain clarification of requirements. No inquiries will be accepted after the date and time indicated in the Schedule of Activities. Email inquiries must be sent to Angela Cascio at Angela.Cascio@state.sd.us with the subject line "RFP # 23-0904002-011". If inquiries are submitted by mail the envelope should be addressed to: Angela Cascio. Be sure to reference the RFP number in your letter.

The Department of Health prefers to respond to vendor's inquiries (if required) via e-mail. If a vendor does not indicate an email address, the State's response will be sent via fax. If no fax number is provided, the State will mail the response to the vendor. All vendors will be informed of any inquiries and the State's response. Vendors may not rely on any other statements, either of a written or oral nature, that alter any specification or other term or condition of this RFP. Vendors will be notified in the same manner as indicated above regarding any modifications to this RFP.

1.12 PROPRIETARY INFORMATION

The proposal of the successful vendor(s) becomes public information. Proprietary information can be protected under limited circumstances such as client lists and non-public financial statements. Pricing and service elements are not considered proprietary. An entire proposal may not be marked as proprietary. Vendors must clearly identify in the Executive Summary and mark in the body of the proposal any specific proprietary information they are requesting to be protected. The Executive Summary must contain specific justification explaining why the information is to be protected. Proposals may be reviewed and evaluated by any person at the discretion of the State. All materials submitted become the property of the State of South Dakota and may be returned only at the State's option.

1.13 LENGTH OF CONTRACT

The length of the contract will be for one year with an option to renew at the discretion of the South Dakota Department of Health.

1.14 GOVERNING LAW

Venue for any and all legal action regarding or arising out of the transaction covered herein shall be solely in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota. The laws of South Dakota shall govern this transaction.

1.15 DISCUSSIONS WITH VENDORS (ORAL PRESENTATION/NEGOTIATIONS)

An oral presentation by a vendor to clarify a proposal may be required at the sole discretion of the State. However, the State may award a contract based on the initial proposals received without discussion with the Vendor. If oral presentations are required, they will be scheduled after the submission of proposals. Oral presentations will be made at the vendor's expense.

This process is a Request for Proposal/Competitive Negotiation process. Each Proposal shall be evaluated, and each respondent shall be available for negotiation meetings at the State's request. The State reserves the right to negotiate on any and/or all components of every proposal submitted. From the time the proposals are submitted until the formal award of a contract, each proposal is considered a working document and as such, will be kept confidential. The negotiation discussions will also be held as confidential until such time as the award is completed.

2.0 STANDARD CONTRACT TERMS AND CONDITIONS

Any contract or agreement resulting from this RFP will include the State's standard terms and conditions as listed below, along with any additional terms and conditions as negotiated by the parties:

2.1 Public Law 101-166, Section 511, Steven's Amendment

SEC. 511. When issuing statement, press releases, requests for proposals, bid solicitations and other documents describing projects or programs funded in whole or in part with Federal money, all grantees receiving Federal funds, including but not limited to State and local governments, shall clearly state (1) the percentage of the total costs of the program or project which will be financed with Federal money, (2) the dollar amount of federal funds for the project or program, and (3) percentage and dollar amount of the total costs of the project or program that will be financed by nongovernmental sources

2.2 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of the RFP and by this reference incorporated herein.

2.3 The Contractor's services under this Agreement shall commence on _____ and end on _____, unless sooner terminated pursuant to the terms hereof.

2.4 State will pay, upon the State's satisfaction that the payments are in accordance with all terms of the contract. The TOTAL CONTRACT AMOUNT is an amount not to exceed \$_____. Expenditure claims are required prior to the initiation of any and all payments. Expenditure claim documentation may include: invoices for reimbursement; receipts of any goods or services purchased; purchase orders for supplies, equipment, etc.; and/or itemized budget details indicating how and the timeframe in which the funds will be used. The State will not pay Contractor's expenses as a separate item. Payment will be made consistent with SDCL ch. 5-26.

2.5 The Contractor will perform those services described in the Scope of Work, attached hereto as Section 3 of RFP and by this reference incorporated herein.

2.6 The services to be provided under the contract shall commence and terminate on mutually agreed upon dates. Terms for early termination shall be included in the agreement as negotiated by the parties.

2.7 The terms of the agreement shall state whether or not the Contractor will use State equipment, supplies or facilities. If the Contractor will use State equipment, supplies or facilities, the scope and conditions of such use will be clearly indicated in the agreement.

2.8 The Contractor will provide the State with its Employer Identification Number, Federal Tax Identification Number or Social Security Number upon execution of this Agreement.

2.9 Unless otherwise negotiated and agreed upon by the parties, The State will make payment in compliance with the Prompt Payment Act, SDCL 5-26 for services provided under the contract.

2.10 The agreement shall indicate whether or not the State shall have the option to renew the agreement. If a renewal option is specified, the State shall have the option to renew the agreement (unless otherwise modified by a special contract term, condition, or specification), under the same terms and conditions, for one (1) year intervals. Notice of intent to renew shall be given by the State to the Contractor as mutually agreed upon prior to the end of the current

contract term. If the notice of intent to renew is given, the Agreement shall renew unless terminated by either party pursuant to the Termination Provision of the Agreement.

- 2.11** The Contractor agrees to indemnify and hold the State of South Dakota, its officers, agents and employees, harmless from and against any and all actions, suits, damages, liability or other proceedings that may arise as the result of performing services hereunder. This section does not require the Contractor to be responsible for or defend against claims or damages arising solely from errors or omissions of the State, its officers, agents and employees.
- 2.12** Contractor hereby acknowledges and agrees that all reports, plans, specifications, technical data, miscellaneous drawings, software system programs and documentation, procedures, or files, operating instructions and procedures, source code(s) and documentation, including those necessary to upgrade and maintain the software program, and all information contained therein provided to the State by the Contractor in connection with its performance of services under this Agreement shall belong to and is the property of the State and will not be used in any way by the Contractor without the written consent of the State. Papers, reports, forms, software programs, source code(s) and other material which are a part of the work under this Agreement will not be copyrighted without written approval of the State.
- 2.13** The Contractor certifies that neither Contractor nor its principals are presently debarred, suspended, proposed for debarment or suspension, or declared ineligible from participating in transactions by the federal government or any state or local government department or agency. Contractor further agrees that it will immediately notify the State if during the term of this Agreement Contractor or its principals become subject to debarment, suspension or ineligibility from participating in transactions by the federal government, or by any state or local government department or agency.
- 2.14** Any notice or other communication required under this Agreement shall be in writing and sent to the address set forth above. Notices shall be given by and to _____ on behalf of the State, and by _____, on behalf of the Contractor, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.15** The Contractor, at all times during the term of the Agreement, shall obtain and maintain in force insurance coverage of the types and with the limits as follows:
- A. Commercial General Liability Insurance:

The Contractor shall maintain occurrence based commercial general liability insurance or equivalent form with a limit of not less than 1,000,000 for each occurrence and 3,000,000 aggregate.
 - B. Worker's Compensation Insurance:

The Contractor shall procure and maintain workers' compensation and employers' liability insurance as required by South Dakota law.
 - C. Business Automobile Liability Insurance:

Consultant shall maintain automobile liability insurance or equivalent form with a limit of not less than \$1,000,000.00 each accident. Such insurance shall include coverage for owned hired and non-owned vehicles.

D. Certificates of Insurance:

Prior to commencement of work under this Contract, Consultant shall furnish State with properly executed Certificates of Insurance which shall clearly evidence all insurance required in this Contract and provide that such insurance shall not be canceled, except on 30 days' prior written notice to State. Consultant shall furnish copies of insurance policies if requested by State.

E. Professional Liability Insurance or Miscellaneous Professional Liability Insurance:

The Contractor agrees to procure and maintain professional liability insurance or miscellaneous professional liability insurance with a limit not less than \$1,000,000.00.

2.16 While performing services under agreement with the State, the Contractor is an independent contractor and not an officer, agent, or employee of the State of South Dakota.

2.17 Contractor agrees to report to the State any event encountered in the course of performance of this Agreement which results in injury, or death, to the person or property of third parties, or which may otherwise subject Contractor or the State to liability. Contractor shall report any such event to the State immediately upon discovery.

Contractor's obligation under this section shall only be to report the occurrence of any event to the State and to make any other report provided for by their duties or applicable law. Contractor's obligation to report shall not require disclosure of any information subject to privilege or confidentiality under law (e.g., attorney-client communications). Reporting to the State under this section shall not excuse or satisfy any obligation of Contractor to report any event to law enforcement or other entities under the requirement of any applicable law.

2.18 Termination Provision: The Agreement may be terminated by either party upon thirty (30) days providing written notice as mutually agreed and specified in the Agreement. In the event the Contractor breaches any of the terms or conditions of the Agreement, the Agreement may be terminated by the State at any time with or without notice. If termination for such a default is effected by the State, any payments due to Contractor at the time of termination may be adjusted to cover any additional costs to the State because of Contractor's default. Upon termination the State may take over the work and may award another party an agreement to complete the work under the Agreement. If after the State termination for a default by Contractor it is determined that Contractor was not at fault, then the Contractor shall be paid for eligible services rendered and expenses incurred up to the date of termination.

- 2.19** The Agreement depends upon the continued availability of appropriated funds and expenditure authority from the Legislature for the intended purpose. If for any reason the Legislature fails to appropriate funds or grant expenditure authority, or funds become unavailable by operation of law or federal funds reductions, the Agreement will be terminated by the State. Termination for any of these reasons is not a default by the State nor does it give rise to a claim against the State.
- 2.20** The Agreement may not be assigned without the express prior written consent of the State. This Agreement may not be amended except in writing, which writing shall be expressly identified as a part thereof, and be signed by an authorized representative of each of the parties thereto.
- 2.21** The Agreement shall be governed by and construed in accordance with the laws of the State of South Dakota. Any lawsuit pertaining to or affecting the Agreement shall be venued in Circuit Court, Sixth Judicial Circuit, Hughes County, South Dakota.
- 2.22** The Contractor will comply with all federal, state and local laws, regulations, ordinances, guidelines, permits and requirements applicable to providing services pursuant to the Agreement, and will be solely responsible for obtaining current information on such requirements.
- 2.23** In the event that any court of competent jurisdiction shall hold any provision of the Agreement unenforceable or invalid, such holding shall not invalidate or render unenforceable any other provision thereof.
- 2.24** All other prior discussions, communications and representations concerning the subject matter of the Agreement are superseded by the terms of the Agreement, and except as specifically provided therein, the Agreement constitutes the entire agreement with respect to the subject matter thereof.
- 2.25** Any notice or other communication required under the Agreement shall be in writing and sent to the appropriate address and individuals indicated in the Agreement, or such authorized designees as either party may from time to time designate in writing. Notices or communications to or between the parties shall be deemed to have been delivered when mailed by first class mail, provided that notice of default or termination shall be sent by registered or certified mail, or, if personally delivered, when received by such party.
- 2.26** The Contractor may not use subcontractors to perform the services described in the Agreement without the express prior written consent of the State. The Contractor will include provisions in its subcontracts requiring its subcontractors to comply with the applicable provisions of the Agreement, to indemnify the State, and to provide insurance coverage for the benefit of the State in a manner consistent with the Agreement. The Contractor will cause its subcontractors, agents, and employees to comply, with applicable federal, state and local laws, regulations, ordinances, guidelines, permits and requirements and will adopt such review and inspection procedures as are necessary to assure such compliance.
- 2.27** (Contractor/Provider) is a Business Associate of the Department of Health pursuant to requirements of the Health Insurance Portability and Accountability Act, 45 CFR Parts 160 and 164 (HIPAA), as amended by the Health Information Technology for Economic and Clinical Health (HITECH) Act §§ 13400-13424, 42 U.S.C. §§ 17921-17954 (2009). State's Administrative Policies and Procedures Statement No. 24, as modified from time to time during the term of this agreement, is incorporated by reference and made a part of this agreement as if fully set forth herein.
- 2.28** **CONFIDENTIALITY OF INFORMATION:** For the purpose of the sub-paragraph, "State Proprietary Information" shall include all information disclosed to the Contractor by the State.

Contractor acknowledges that it shall have a duty to not disclose any State Proprietary Information to any third person for any reason without the express written permission of a State officer or employee with authority to authorize the disclosure. Contractor shall not: (i) disclose any State Proprietary Information to any third person unless otherwise specifically allowed under this contract; (ii) make any use of State Proprietary Information except to exercise rights and perform obligations under this contract; (iii) make State Proprietary Information available to any of its employees, officers, agents or Contractors except those who have agreed to obligations of confidentiality at least as strict as those set out in this contract and who have a need to know such information. Contractor is held to the same standard of care in guarding State Proprietary Information as it applies to its own confidential or proprietary information and materials of a similar nature, and no less than holding State Proprietary Information in the strictest confidence. Contractor shall protect confidentiality of the State's information from the time of receipt to the time that such information is either returned to the State or destroyed to the extent that it cannot be recalled or reproduced. State Proprietary Information shall not include information that (i) was in the public domain at the time it was disclosed to Contractor; (ii) was known to Contractor without restriction at the time of disclosure from the State; (iii) that is disclosed with the prior written approval of State's officers or employees having authority to disclose such information; (iv) was independently developed by Contractor without the benefit or influence of the State's information; (v) becomes known to Contractor without restriction from a source not connected to the State of South Dakota. State's Proprietary Information shall include names, social security numbers, employer numbers, addresses and all other data about applicants, employers or other clients to whom the State provides services of any kind. Contractor understands that this information is confidential and protected under applicable State law at SDCL 1-27-1.5, modified by SDCL 1-27-1.6, SDCL 28-1-29, SDCL 28-1-32, and SDCL 28-1-68 as applicable federal regulation and agrees to immediately notify the State if the information is disclosure, either intentionally or inadvertently. The parties mutually agree that neither of them shall disclose the contents of the contract except as required by applicable law or as necessary to carry out the terms of the contract or to enforce that party's rights under this contract. Contractor acknowledges that the State and its agencies are public entities and thus are bound by South Dakota open meetings and open records laws. It is therefore not a breach of this contract for the State to take any action that the State reasonably believes is necessary to comply with the South Dakota open records or open meetings laws. If work assignments performed in the course of this Agreement require additional security requirements or clearance, the Contractor will be required to undergo investigation.

- 2.29** CONFLICT OF INTEREST: Contractor agrees to establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal organizational conflict of interest, or personal gain. Any potential conflict of interest must be disclosed in writing.

SCOPE OF WORK The South Dakota Department of Health (SDDOH), in cooperation with the U.S. Department of Health and Human Services (HHS), Health Resources and Services Administration (HRSA) agency, and HIV/AIDS Bureau (HAB) is soliciting proposals for a Ryan White (RW) Part B Base-Services Coordinator in the State of South Dakota. The Request for Proposal (RFP) is a tool to request proposals to engage one highly qualified individual for the coordinator position.

The Ryan White Comprehensive AIDS Resources Emergency (CARE) Act was initially authorized and funded by Congress in 1990. Amended and reauthorized four times [1996, 2000, 2006, and 2009 as the Ryan White HIV/AIDS Treatment Extension Act of 2009 (codified in title XXVI of the Public Health Service (PHS) Act 42 U.S.C. §300-ff-11 et seq.)], it is referred to as the Ryan White HIV/AIDS Program (RWHAP) legislation. The RWHAP legislation divides the federal program into five “Parts”: A, B, C, D, and F.

RWHAP Part B provides funding to States and Territories only. Through authorities established in the RWHAP legislation and Section 311(c) of the PHS Act, HRSA administers the RWHAP Part B program. It awards Part B funding to States and Territories to provide allowable HIV core medical and support services to eligible low-income South Dakotans living with HIV to improve the quality, availability, and organization of HIV health care and support services.

The SDDOH is a recipient of RWHAP Part B Base funding, which supports allowable Part B Base client services. South Dakota’s Part B Base Program contracts directly with in-state subrecipient agencies to provide eligible residents living with HIV Part B services to support a comprehensive continuum of care inclusive of retention in care, improved HIV-related health outcomes, and decreased HIV transmission.

The successful candidate will perform duties under the direction of the Ryan White Part B Program Manager and provide programmatic support to Ryan White Part B-funded subrecipient agencies in the state. Support will include coordination with subrecipient client service agencies to ensure continued effective implementation of the HIV case management and client services program. Coordinator will serve as advisor to the HIV Prevention Planning Group (PPG) and work with the subcommittees and contractors on the development and implementation of standards, collection and analysis of programmatic data, and program planning.

The coordinator will support the implementation of case management and client service standards as she/he:

- Contributes to the development, implementation, monitoring, and review of implementation of Ryan White Part B case client service standards by
- Assist with producing policies, manuals, and portions of training.
- Provides technical assistance to contractors on issues program planning related to the delivery of services
- Assess and makes recommendations to improve contractor capacity.
- Coordinates quarterly contractor reporting by developing templates, receiving and reviewing reports
- Providing timely feedback to contractors. Conducts informal inquiries into client complaints, determines the need for formal investigation, and makes recommendations to the Program Manager
- Participates in site visits to monitor compliance with contract objectives. Provides timely feedback and recommendations to contractors on findings from site visits.
- Monitors contracts and expenditures for case management and client services and serves as the point of contact for questions on allowable expenditures, program policies, and regulations.
- Works closely with the Ryan White Part B Program Manager and other staff on program activities, as appropriate.
- Works with contractors to develop effective program measures and indicators and set goals for quality improvement.
- Develops tools and reports for contractors to help ensure the delivery of quality services.

- Monitors and evaluates case management and client service programs for quality by coordinating the collection and analysis of data on quality indicators, reviewing the data, and providing feedback to contractors.
- Makes recommendations to Program Manager on improvements to delivery of services based upon review of and interpretation of data.
- Prepares data reports data to HRSA for quality improvement initiatives and on required quality indicators.
- Ensures that procedures and protocols are in place for collection, cleaning, and reporting of data and provides technical assistance to providers on these elements.
- Uses continuous quality improvement methods to identify barriers to delivery of services, measure adherence to standards, and optimize local delivery systems.
- Assists with coordination of work projects for RW program including but not limited to development and coordination of RPFs, grant applications, provider training, standard operating procedures, and performance reports.
- Attends relevant inter- and intra-department meetings.
- Provides support to projects that ensure RW funded agencies 1) address the service needs of people living with HIV, 2) meet or exceed established service standards of care, 3) understand and adhere to RW Policies and Procedures, 4) comply with fiscal and programmatic reporting and documentation requirements, and 5) engage in clinical quality management.

The position must comply with all relevant authorities, including legislation, regulation, and program-specific policies. Further details on relevant authorities as they pertain to key concepts can be found in the links below. The relevant authorities are:

- RWHAP Legislation: <https://ryanwhite.hrsa.gov/about/legislation>.
- The Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, as issued by OMB and adopted by HHS, in 45 CFR Part 75 (from here on referred to as the UAR): <https://www.ecfr.gov/cgi-bin/retrieveECFR?gp=1&SID=df3c54728d090168d3b2e780a6f6ca7c&ty=HTML&h=L&mc=true&n=pt45.1.75&r=PART>
- HHS and HRSA Grants Administration and Program-Specific Policies: o HHS Grants Policy Statement (GPS): <https://www.hhs.gov/sites/default/files/grants/grants/policiesregulations/hhsgps107.pdf>
- Notices of Funding Opportunity (NOFO): <https://www.hrsa.gov/grants/fundingopportunities/default.aspx>
- Notices of Award (NoA): https://www.hrsa.gov/sites/default/files/grants/manage/awardmanagement/notice/noti_ceofaward.pdf
- HRSA HAB Policy Notices: <https://ryanwhite.hrsa.gov/grants/policy-notices>
- HRSA HAB Program Letters: <https://ryanwhite.hrsa.gov/grants/program-letters>
- RWHAP Manuals and Reports, including this RWHAP Part B Manual and the ADAP Manual: <https://ryanwhite.hrsa.gov/grants/manage/recipient-resources>.
- RWHAP technical assistance documents, including the RWHAP Parts A and B National Monitoring Standards (NMS): <https://ryanwhite.hrsa.gov/grants/manage/recipient-resources>.

The vendor must have a clear understanding of these authorities and all requirements and expectations therein. Further detail on each of the above can be found in Section VIII, Grants HRSA HAB RWHAP Part B Manual Page 9 Administration. Other sections of the RWHAP Part B Manual provide additional information about how to implement corresponding requirements

The following links provide additional information on the RWHAP legislation and policies, HRSA HAB, and other related federal health care programs relevant to people with HIV.

- HRSA HAB: <https://www.hrsa.gov/about/organization/bureaus/hab/index.html>.

For more information about HRSA HAB and the implementation of the RWHAP.

- RWHAP Legislation: <https://ryanwhite.hrsa.gov/about/legislation>. For more information about the RWHAP legislation as well as links to the PHS Act, Title XXVI.

- RWHAP Program & Grants Management: <https://ryanwhite.hrsa.gov/grants/manage/recipient-resources>. For resources available to support RWHAP-funded recipients in implementing federal grants and delivering HIV care and treatment services.
- Target HIV: <https://targethiv.org>. Target HIV is the central repository for TA resources for the RWHAP. The site is the one-stop shop for accessing tools, training materials, manuals, and guidelines developed by and with support from HRSA HAB. Suggested key word search list for this section includes: legislation, RWHAP Part B, imposition of charges, ADAP, Ryan White Services Report (RSR) and ADAP Data Report (ADR).
- HIV in the United States at a Glance: <https://www.cdc.gov/hiv/statistics/overview/ata glance.html>. This website, hosted by the CDC, summarizes data on HIV prevalence and incidence in the United States.

Minimum Qualifications

- Bachelor's Degree in Public Health, Health Policy Administration, or a related discipline, such as sociology, psychology, or public health nursing required plus 2 years of equivalent experience in public health program coordination or management.
- Demonstrated knowledge, skills, and experience promoting the health and wellbeing of vulnerable populations disproportionately affected by HIV; demonstrated understanding of social inequality, social determinants of health.
- Knowledge and experience relevant to HIV services and stakeholders, with developed skills in expansion of access to resources; coalition building; health education; health promotion strategies; planning community meetings and events.
- Experience interacting with vulnerable populations and the providers that serve them.
- Excellent oral and written communication skills with regard to composing reports, communicating with team members.
- Demonstrated technical skills and knowledge of epidemiological concepts, data analysis and reporting, and Microsoft Office package.

3.0 PROPOSAL REQUIREMENTS AND COMPANY QUALIFICATIONS

- 3.1** The vendor is cautioned that it is the vendor's sole responsibility to submit information related to the evaluation categories and that the State of South Dakota is under no obligation to solicit such information if it is not included with the proposal. The vendor's failure to submit such information may cause an adverse impact on the evaluation of the proposal.
- 3.2** **Vendor's Contacts:** Vendors and their agents (including subcontractors, employees, consultants, or anyone else acting on their behalf) must direct all of their questions or comments regarding the RFP, the evaluation, etc. to the buyer of record indicated on the first page of this RFP. Vendors and their agents may not contact any state employee other than the buyer of record regarding any of these matters during the solicitation and evaluation process. Inappropriate contacts are grounds for suspension and/or exclusion from specific procurements. Vendors and their agents who have questions regarding this matter should contact the buyer of record.
- 3.3** The vendor **May be asked to** submit a copy of their most recent audited financial statements.
- 3.4** Provide the following information:
- 3.4.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 3.4.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 3.4.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 3.4.4** Availability to the project locale;
 - 3.4.5** Familiarity with the project locale;
 - 3.4.6** Proposed project management techniques; and
 - 3.4.7** Ability and proven history in handling special project constraints.
- 3.5** Provide the following information related to at least three (3) previous and current service/contracts, performed by the vendor's organization, which are similar to the requirements of this RFP. Provide this information for any service/contract that has been terminated, expired or not renewed in the past three (3) years.
- 3.5.1** Name, address and telephone number of client/contracting agency and a representative of that agency who may be contacted for verification of all information submitted;
 - 3.5.2** Dates of the service/contract; and
 - 3.5.3** A brief, written description of the specific prior services performed and requirements thereof.

4.0 PROPOSAL RESPONSE FORMAT

4.1 An original and one electronic copies shall be submitted.

4.1.1 In addition, the vendor should provide one (1) copy of their entire proposal, including all attachments, in Microsoft Word or PDF electronic format. Vendors may not send the electronically formatted copy of their proposal via email.

4.1.2 The proposal should be page numbered and should have an index and/or a table of contents referencing the appropriate page number.

4.2 All proposals must be organized and tabbed with labels for the following headings:

4.2.1 RFP Form. The State's Request for Proposal form completed and signed.

4.2.2 Executive Summary. The one or two page executive summary is to briefly describe the vendor's proposal. This summary should highlight the major features of the proposal. It must indicate any requirements that cannot be met by the vendor. The reader should be able to determine the essence of the proposal by reading the executive summary. Proprietary information requests should be identified in this section.

4.2.3 Detailed Response. This section should constitute the major portion of the proposal and must contain at least the following information:

4.2.3.1 A complete narrative of the vendor's assessment of the work to be performed, the vendor's ability and approach, and the resources necessary to fulfill the requirements. This should demonstrate the vendor's understanding of the desired overall performance expectations.

4.2.3.2 A specific point-by-point response, in the order listed, to each requirement in the RFP. The response should identify each requirement being addressed as enumerated in the RFP.

4.2.3.3 A clear description of any options or alternatives proposed.

4.2.4 Cost Proposal. Cost will be evaluated independently from the technical proposal. Vendors may submit multiple cost proposals. All costs related to the provision of the required services must be included in each cost proposal offered.

The cost proposal must be submitted in a separate sealed envelope labeled "Cost Proposal" as outlined in section 1.6 of this RFP.

If a Vendor's technical proposal is not accepted by the State, the cost proposal will be returned to the Vendor unopened.

See section 6.0 for more information related to the cost proposal.

5.0 PROPOSAL EVALUATION AND AWARD PROCESS

- 5.1** After determining that a proposal satisfies the mandatory requirements stated in the Request for Proposal, the evaluator(s) shall use subjective judgment in conducting a comparative assessment of the proposal by considering each of the following criteria:
 - 5.1.1** Specialized expertise, capabilities, and technical competence as demonstrated by the proposed approach and methodology to meet the project requirements;
 - 5.1.2** Resources available to perform the work, including any specialized services, within the specified time limits for the project;
 - 5.1.3** Record of past performance, including price and cost data from previous projects, quality of work, ability to meet schedules, cost control, and contract administration;
 - 5.1.4** Availability to the project locale;
 - 5.1.5** Familiarity with the project locale;
 - 5.1.6** Proposed project management techniques; and
 - 5.1.7** Ability and proven history in handling special project constraints.
- 5.2** Experience and reliability of the vendor's organization are considered subjectively in the evaluation process. Therefore, the vendor is advised to submit any information which documents successful and reliable experience in past performances, especially those performances related to the requirements of this RFP.
- 5.3** The qualifications of the personnel proposed by the vendor to perform the requirements of this RFP, whether from the vendor's organization or from a proposed subcontractor, will be subjectively evaluated. Therefore, the vendor should submit detailed information related to the experience and qualifications, including education and training, of proposed personnel.
- 5.4** The State reserves the right to reject any or all proposals, waive technicalities, and make award(s) as deemed to be in the best interest of the State of South Dakota.
- 5.5 Award:** The requesting agency and the highest ranked offeror shall mutually discuss and refine the scope of services for the project and shall negotiate terms, including compensation and performance schedule.
 - 5.5.1** If the agency and the highest ranked offeror are unable for any reason to negotiate a contract at a compensation level that is reasonable and fair to the agency, the agency shall, either orally or in writing, terminate negotiations with the contractor. The agency may then negotiate with the next highest ranked contractor.
 - 5.5.2** The negotiation process may continue through successive offerors, according to agency ranking, until an agreement is reached or the agency terminates the contracting process.

6.0 COST PROPOSAL

The general purpose of this cost proposal is to allow the state staff to see an estimated breakout of spending. We understand that allocating a budget without detailed deliverables is very difficult. The cost proposal will be evaluated independently from the technical proposal. The cost proposal must describe the following items for which the vendor will expect reimbursement each year:

1. Personnel Salary
2. Fringe Benefits
3. Travel/Training of Personnel (transportation, lodging, per diem, etc.)
4. Supplies (office supplies, postage printing)
5. Contractual/Operating (phone, rent for office space, etc.)
6. Administration (administrative fees/indirect costs at flat rate or percentage)

| | | |
|---|----------------------------|--|
| 6.1/6.2 Personnel = Full time person | | |
| | Salary | |
| | Fringe Benefits | |
| | | |
| 6.3 Travel/Training | | |
| | In-state | |
| | Mileage | |
| | Lodging | |
| | Per Diem | |
| | Out-of-State | |
| | Transportation | |
| | Lodging | |
| | Per Diem | |
| | Training registration/fees | |
| | | |
| 6.4 Supplies | | |
| | | |
| 6.5 Contractual/Operating | | |
| | | |
| 6.6 Administrative | | |
| | | |
| 6.7 Other Expenses (Please list and explain) | | |
| 6.8 TOTAL | | |