

City of Chicago Department of Public Health Request for Proposals Announcement For School–Based Oral Health Program

Key Dates

Release Date	July 11, 2015
Pre-proposal Conference	July 23, 2015
Letter of Intent to Apply	July 27, 2015
Proposal Statements Due	August 21, 2015
Contract Start Date	September 1, 2015

All Proposals must be submitted through Cybergrants.com:

PROPOSAL MUST BE RECEIVED NO LATER THAN 11:59 P.M. CENTRAL TIME ON

August 21, 2015

PROPOSALS RECEIVED AFTER THE DEADLINE WILL BE REVIEWED AT THE DISCRETION OF THE COMMISSIONER

Rahm Emanuel Mayor Julie Morita M.D. Commissioner

REQUEST FOR PROPOSALS—Program Summary

Chicago Department of Public Health School-Based Oral Health Program

This document provides an explanation of the funding available and its purpose. Cyber Grants contains the detailed questions that must be answered to define the proposed scope of work. Cyber Grants also contains instructions about the organizational capabilities and legal compliance required.

Program Authority and Purpose:

This Request for Proposals (RFP) is issued by the City of Chicago (City on behalf of the Chicago Department of Public Health (CDPH) School Based Oral Health Program. The City is seeking proposals from organizations capable of providing oral health care in a School Based Dental Sealant Program (providers). No funds are available through this RFP; providers are permitted to bill All Kids or Medicaid for services provided. If the student is not covered by either of these programs, the services will be donated. All children in grades pre-K- twelfth grade presenting a signed parental consent for services are eligible to participate and receive services under the School Based Dental Sealant Program, regardless of insurance status. Providers are expected to serve all students that have a signed parental consent to receiving care, regardless of insurance status.

Available Funding/Contract Terms:

This is a no-fund contract. Each contracted entity will be assigned one School Packet at the beginning of each academic school year. Contracted entities are not eligible to receive additional School Packets during any given year. A School Packet is a listing of schools, approximately 25-40 schools, where the contracted entity must provide services as described in the scope of services of the contract. CDPH and Chicago Public Schools (CPS) are currently renewing a new Intergovernmental Agreement to assure these services can be implemented throughout CPS. CDPH has also secured ordinance authority to expand the school based oral health program to non-public schools. CDPH is currently negotiating an agreement with the Archdiocese of Chicago to include their schools in this three year contract period.

The contracts resulting from this RFP are scheduled to begin <u>September 1, 2015</u> and run through <u>August 31, 2018</u>. All proposed activities must be performed within that time period. An annual performance review will be conducted and if any of the performance standards have not been met, CDPH reserves the right to terminate the contract.

Contracted entity must pay an administrative fee of \$50,000 per School Packet per year to the City of Chicago, Chicago Department of Public Health. The CDPH Administration Fee covers the expenses of CDPH to operate the program and conduct the Quality Assurance Program that is mandated by the Illinois Department of Public Health. The administrative fee is due within 10 business days of receipt of the school assignments. However, Contracted entity also has the option of paying the administrative fee three times per year if a request is made within 10 business days after receipt of the School Packet. If CDPH approves the request, a payment of \$16,666.66 is to be paid on January 31, April 30, and June 30 of each contract year. Annually, CDPH will conduct a retrospective evaluation of its administrative costs of operating the School Based Dental Sealant Program to ensure the administrative fee charged to the providers does not exceed the CDPH expenses.

Program Background:

The CDPH School Based Oral Health Program started in 2000 serving 750 students and has grown over the past 14 years to provide services to students in all CPS schools in grades PreK-12 reaching upwards of 120,000 students annually. Services provided include a dental exam / screening, an oral prophylaxis (cleaning), fluoride treatment and dental sealants as prescribed by the dentist. CDPH administers a Quality Assurance program which reviews the participating oral health providers to assure best practice and compliance with the Illinois Dental Practice Act (225 ILCS 25), all applicable local, state, and federal laws and regulations, the Program's Protocol, Blood borne Pathogens, and OSHA Requirements.

Providers are also expected to provide timely submission of child-level data using the CDC SEALS computer software program.

Eligibility Requirements for Providers:

- Dental license by the State of Illinois
- Ability to bill Medicaid
- Ability to provide services to approximately 25-40 schools to all students presenting an active (signed) parental/guardian consent, regardless of insurance status.
 - Must demonstrate the ability to secure sufficient oral health staff by providing their own licensed Hygienist, Dental Assistants, and Expanded Dental Support Staff (collectively "Support Staff") to facilitate the ability to provide the Oral Health Services required
 - o A minimum of one Dentist is required for the management of each four dental service chairs
 - o Provide all necessary dental equipment and supplies
- Ability to pay the Administration fee
- Submit written documentation of the student's oral health data using the CDC SEALS program
- Participate in Quality Assurance
- Daily maintenance of online school schedule
- Attend a minimum of 2 School Based Oral Health Program Meetings
- Fulfill all mandated insurance requirements
- Clear CPS Backgrounds Check requirements
- Submit negative TB screening for each provider and staff member prior to working in the schools
- Comply with referral system requirements:
 - o provide a written referral (if applicable) describing the student's oral health follow-up care needs
 - o provide a minimum of 2 referral site options for dental care
 - o contact the parent/guardian to ensure the parent received the referral and has the necessary information to seek the follow-up care the child needs
 - o Report parental contact to CDPH

Project Description: All providers will provide oral Health Education (chair side and classroom), a dental exam/screening, oral prophylaxis, fluoride varnish treatment, and dental sealants to eligible students, which include any/all students in Pre–K to twelfth grade. Providers are required to provide each child with a summary of their exam details and a referral for follow-up care, as needed. If a referral is provided, the provider is required to contact the student's parent to ensure they received the referral and are aware of how to access treatment services. Providers are also required to submit data using the CDC SEALS program within 7 business days of providing the service at the school. Finally, all Providers are expected to participate in the CDPH Quality Assurance Program.

Expected performance standards

- 1. Complete 30-35% of the schools in the School Packet by December 15
- 2. At a minimum, schedule 60-65% of the schools in the School Packet by April 1
- 3. Ensure a minimum of 40 % of the student population per school receive services;
- 4. Complete all schools in the assigned School Packet no later than May 31st of the relevant school year; and
- 5. A minimum of 3 Quality Assurance visits per sealant provider will be evaluated by the Quality Assurance Team. The dental sealant retention rate of the schools evaluated will be averaged. The percentage required is 90% or higher. If the percentage for retention falls below the required 90%, a retraining program or personnel replacement will be required. Corrective action will need to be submitted with compliance in 30 days and Provider's services will be suspended until CDPH is satisfied that corrective action has been completed.

Target population

- Chicago Public School students in grades PreK-12
- Non-Public School students in grades PreK-12
- Other to be determined by CDPH

New Elements to this RFP:

- Non-public schools.
- All Respondents must commit to delivering services to one packet of approximately 25-40 schools.
- CDPH reserves the right to reassign schools based on non-performance within a school year and/or contract period.
- Contacting the parent/guardian to ensure the parent received the referral and has the necessary information to seek the follow-up care the child needs and delivering results to CDPH utilizing established reporting methods (i.e. case management logs).
- Complete all schools no later than May 31.

Selection/Review Criteria:

An Evaluation Committee made up of representatives from the Chicago Department of Public Health and other designated dental health related organizations will review and evaluate the Proposals in accordance with the Evaluation Criteria. The Evaluation Committee will recommend either 1) a Short List of potential awardees which it wishes to examine further or 2) a Final List indicating potential awardees. In either case, the recommendation is presented to the Commissioner of Public Health who must approve the selection. School packets will be assigned to the awardees at the conclusion of the selection process.

The City reserves the right to: accept or reject any or all Proposals; to take exception to parts of Proposals; to request written or oral clarification of Proposals and supporting materials; or to cancel this Request for Proposals process if it is in the City's best interest to do so. The Respondents may be asked to clarify their Proposals by making a presentation, performing a demonstration, or hosting a site visit. The Chicago Department of Public Health reserves the right to negotiate separately with competing applicants for all or any part of the services described in this RFP.

Category	Available Points
Agency Information	5
Project Description:	50
Outreach and Scheduling	10
Equipment	5
Oral Health Education	5
Service Delivery	15
Compliance	5
Referral and Follow-up	10
Data Collection and Reporting	10
Staffing Plan	20
Quality Assurance	5
Project Sustainability	10
Total Available Points	100

Pre-Proposal Conference:

The Pre-Proposal Conference will provide an overview of this RFP, describe the proposal review process, and answer prospective provider questions. Organizations planning to submit a proposal are strongly encouraged to participate in the Pre-Proposal Conference held at the following location:

July 23, 2015 2pm-4pm Chicago Department of Public Health—Board Room 333 S. State St. 2nd Floor, Chicago, IL 60604

Compliance with Laws, Statutes, Ordinances and Executive Orders

Grant awards will not be final until the City and the respondent have fully negotiated and executed a grant agreement. All payments under grant agreements are subject to annual appropriation and availability of funds. The City assumes no liability for costs incurred in responding to this RFP or for costs incurred by the respondent in anticipation of a grant agreement. As a condition of a grant award, respondents must comply with the following and with each provision of the grant agreement:

1. Conflict of Interest Clause: No member of the governing body of the City of Chicago or other unit of government and no other officer, employee, or agent of the City of Chicago or other government unit who exercises any functions or responsibilities in connection with the carrying out of the project shall have any personal interest, direct or indirect, in the grant agreement.

The respondent covenants that he/she presently has no interest, and shall not acquire any interest, direct, or indirect, in the project to which the grant agreement pertains which would conflict in any manner or degree with the performance of his/her work hereunder. The respondent further covenants that in the performance of the grant agreement no person having any such interest shall be employed.

- 2. Governmental Ethics Ordinance, Chapter 2-156: All respondents agree to comply with the Governmental Ethics Ordinance, Chapter 2-156 which includes the following provisions: a) a representation by the respondent that he/she has not procured the grant agreement in violation of this order; and b) a provision that any grant agreement which the respondent has negotiated, entered into, or performed in violation of any of the provisions of this Ordinance shall be voidable by the City.
- 3. Selected respondents shall establish procedures and policies to promote a Drug-free Workplace. The selected respondent shall notify employees of its policy for maintaining a drug-free workplace, and the penalties that may be imposed for drug abuse violations occurring in the workplace. The selected respondent shall notify the City if any of its employees are convicted of a criminal offense in the workplace no later than ten days after such conviction.
- 4. Business Relationships with Elected Officials Pursuant to Section 2-156-030(b) of the Municipal Code of Chicago, as amended (the "Municipal Code") it is illegal for any elected official of the City, or any person acting at the direction of such official, to contact, either orally or in writing, any other City official or employee with respect to any matter involving any person with whom the elected official has a business relationship, or to participate in any discussion in any City Council committee hearing or in any City Council meeting or to vote on any matter involving the person with whom an elected official has a business relationship. Violation of Section 2-156-030(b) by any elected official with respect to the grant agreement shall be grounds for termination of the grant agreement. The term business relationship is defined as set forth in Section 2-156-080 of the Municipal Code.

Section 2-156-080 defines a "business relationship" as any contractual or other private business dealing of an official, or his or her spouse or domestic partner, or of any entity in which an official or his or her spouse or domestic partner has a financial interest, with a person or entity which entitles an official to compensation or payment in the amount of \$2,500 or more in a calendar year; provided, however, a financial interest shall not include: (i) any ownership through purchase at fair market value or inheritance of less than one percent of the share of a corporation, or any corporate subsidiary, parent or affiliate thereof, regardless of the value of or dividends on such shares, if such shares are registered on a securities exchange pursuant to the Securities Exchange Act of 1934, as amended; (ii) the authorized compensation paid to an official or employee for his office or employment; (iii) any economic benefit provided equally to all residents of the City; (iv) a time or demand deposit in a financial institution; or (v) an endowment or insurance policy or annuity contract purchased from an insurance company. A "contractual or other private business dealing" shall not include any employment relationship of an official's spouse or domestic partner with an entity when such spouse or domestic partner has no discretion concerning or input relating to the relationship between that entity and the City.

5. Compliance with Federal, State of Illinois and City of Chicago regulations, ordinances, policies, procedures, rules, executive orders and requirements, including Disclosure of Ownership Interests Ordinance (Chapter 2-154 of the Municipal Code); the State of Illinois - Certification Affidavit Statute (Illinois Criminal Code); State Tax Delinquencies (65ILCS 5/11-42.1-1); Governmental Ethics Ordinance (Chapter 2-156 of the Municipal Code); Office of the Inspector General Ordinance (Chapter 2-56 of the Municipal Code); Child Support Arrearage Ordinance (Section 2-92-380 of the Municipal Code); and Landscape Ordinance (Chapters 32 and 194A of the Municipal Code).

- 6. If selected for grant award, respondents are required to (a) execute the Economic Disclosure Statement and Affidavit, and (b) indemnify the City as described in the grant agreement between the City and the successful respondents.
- 7. Prohibition on Certain Contributions, Mayoral Executive Order 2011-4. Neither you nor any person or entity who directly or indirectly has an ownership or beneficial interest in you of more than 7.5% ("Owners"), spouses and domestic partners of such Owners, your Subcontractors, any person or entity who directly or indirectly has an ownership or beneficial interest in any Subcontractor of more than 7.5% ("Subowners") and spouses and domestic partners of such Sub-owners (you and all the other preceding classes of persons and entities are together, the "Identified Parties"), shall make a contribution of any amount to the Mayor of the City of Chicago (the "Mayor") or to his political fundraising committee during (i) the bid or other solicitation process for the grant agreement or Other Contract, including while the grant agreement or Other Contract is executory, (ii) the term of the grant agreement or any Other Contract between City and you, and/or (iii) any period in which an extension of the grant agreement or Other Contract with the City is being sought or negotiated.

You represent and warrant that since the date of public advertisement of the specification, request for qualifications, request for proposals or request for information (or any combination of those requests) or, if not competitively procured, from the date the City approached you or the date you approached the City, as applicable, regarding the formulation of the grant agreement, no Identified Parties have made a contribution of any amount to the Mayor or to his political fundraising committee.

You shall not: (a) coerce, compel or intimidate your employees to make a contribution of any amount to the Mayor or to the Mayor's political fundraising committee; (b) reimburse your employees for a contribution of any amount made to the Mayor or to the Mayor's political fundraising committee; or (c) bundle or solicit others to bundle contributions to the Mayor or to his political fundraising committee.

The Identified Parties must not engage in any conduct whatsoever designed to intentionally violate this provision or Mayoral Executive Order No. 2011-4 or to entice, direct or solicit others to intentionally violate this provision or Mayoral Executive Order No. 2011-4.

Violation of, non-compliance with, misrepresentation with respect to, or breach of any covenant or warranty under this provision or violation of Mayoral Executive Order No. 2011-4 constitutes a breach and default under the grant agreement, and under any Other Contract for which no opportunity to cure will be granted. Such breach and default entitles the City to all remedies (including without limitation termination for default) under the grant agreement, under any Other Contract, at law and in equity. This provision amends any Other Contract and supersedes any inconsistent provision contained therein.

If you violate this provision or Mayoral Executive Order No. 2011-4 prior to award of the Agreement resulting from this specification, the Commissioner may reject your bid.

For purposes of this provision:

"Other Contract" means any agreement entered into between you and the City that is (i) formed under the authority of Municipal Code Ch. 2-92; (ii) for the purchase, sale or lease of real or personal property; or (iii) for materials, supplies, equipment or services which are approved and/or authorized by the City Council.

"Contribution" means a "political contribution" as defined in Municipal Code Ch. 2-156, as amended.

- "Political fundraising committee" means a "political fundraising committee" as defined in Municipal Code Ch. 2-156, as amended.
- 8. (a) The City is subject to the June 24, 2011 "City of Chicago Hiring Plan" (the "2011 City Hiring Plan") entered in Shakman v. Democratic Organization of Cook County, Case No 69 C 2145 (United States District Court for the Northern District of Illinois). Among other things, the 2011 City Hiring Plan prohibits the City from hiring persons as governmental employees in non-exempt positions on the basis of political reasons or factors.
 - (b) You are aware that City policy prohibits City employees from directing any individual to apply for a position with you, either as an employee or as a subcontractor, and from directing you to hire an individual as an employee or as a subcontractor. Accordingly, you must follow your own hiring and contracting procedures, without being influenced by City employees. Any and all personnel provided by you under the grant agreement are employees or subcontractors of you, not employees of the City of Chicago. The grant agreement is not intended to and does not constitute, create, give rise to, or otherwise recognize an employer-employee relationship of any kind between the City and any personnel provided by you.
 - (c) You will not condition, base, or knowingly prejudice or affect any term or aspect of the employment of any personnel provided under the grant agreement, or offer employment to any individual to provide services under the grant agreement, based upon or because of any political reason or factor, including, without limitation, any individual's political affiliation, membership in a political organization or party, political support or activity, political financial contributions, promises of such political support, activity or financial contributions, or such individual's political sponsorship or recommendation. For purposes of the grant agreement, a political organization or party is an identifiable group or entity that has as its primary purpose the support of or opposition to candidates for elected public office. Individual political activities are the activities of individual persons in support of or in opposition to political organizations or parties or candidates for elected public office.
 - (d) In the event of any communication to you by a City employee or City official in violation of paragraph (b) above, or advocating a violation of paragraph (c) above, you will, as soon as is reasonably practicable, report such communication to the Hiring Oversight Section of the City's Office of the Inspector General ("IGO Hiring Oversight"), and also to the head of the Department. You will also cooperate with any inquiries by IGO Hiring Oversight related to this Agreement.