REQUEST FOR PROPOSALS

ISSUE DATE:       June 15, 2016

ISSUE TITLE:  Developmental Disabilities Case Management

ISSUING AGENCY:  Northwestern Community Services

209 W. Criser Road
Front Royal, VA  22630

Sealed proposals will be received for furnishing services described herein until Wednesday, JuLY 15, 2016 at 4:30 p.m.

All inquiries for information should be directed to:

   Robin Mumaw, Purchasing Agent
   Northwestern Community Services
   209 W. Criser Rd., Suite 300
   Front Royal, VA  22630
   Telephone:  540-636-4250, Ext. 2247
   Email:  rmumaw@nwcsb.com

If Proposals are mailed, send directly to the Purchasing Agent at the address shown above. If Proposals are hand delivered, deliver to the address shown above. Envelopes should be marked “Developmental Disabilities Case Management”.

It is the vendor’s responsibility to assure that proposals are received at the location indicated by the date and time above. If Northwestern closes its offices due to inclement weather, the deadline for receipt of the proposals will be extended to the next business day, same time. This complete document with all attachments must accompany your proposal, with all information and signatures applied as required.
In compliance with this Request for Proposals and to all the conditions imposed herein and herein incorporated by reference, the undersigned, if selected, offers and agrees to furnish the goods and services in accordance with the attached signed proposal or as mutually agreed upon by subsequent negotiation.

**Offeror Name and Address:**

_______________________________    Date: ______________

_______________________________    By:_____________________

(Signature in Ink)

_______________________________    _________________________

Name (Printed/Typed)

**Telephone No.:** ______________

**Title:** _______________________

**FEI/FIN Number:** ______________

**Years in Business:** ______________

*Offeror ____ DOES ____ DOES NOT consider his/her firm to be a minority owned business.
Offeror ____ IS _____ IS NOT certified as a minority business by the Virginia Department of Minority Business Enterprise.

*Offeror ____ DOES ____ DOES NOT consider his/her firm to be a woman owned business.
Offeror ____ IS _____ IS NOT certified as a woman business by the Virginia Department of Minority Business Enterprise.

*Optional Information: Minority contractors are encouraged to submit proposals; however, minority or woman-owned status does not influence award.
1.0 PURPOSE

Northwestern Community Services Board (hereinafter referred to as NWCS or CSB) is soliciting proposals from qualified contractors for the provision of Developmental Disabilities Case Management services for individuals who are diagnosed with a developmental disability, excluding any individuals diagnosed with an intellectual disability, as described within this RFP.

The procurement is conducted by Northwestern Community Services pursuant to Virginia Code §2.2-4304.

The CSB/BHA may award multiple contracts in order to ensure that services are available when needed.

2.0 BACKGROUND

General

2.1 Northwestern Community Services are licensed to offer case management services to citizens with serious mental illness, substance use disorders and intellectual disabilities. As a result of regulatory changes, Northwestern Community Services will assume responsibility of case management for individuals diagnosed with a developmental disability and will be licensed for such.

2.2 The Community Services Board system has been created pursuant Chapter 5 of Title 37.2-500 of the Code of Virginia, for the purpose, among others, of contracting with agencies which provide needed behavioral health services, developmental services/intellectual disability services, substance use services. As a desire to offer adequate choice, Northwestern Community Services will enter into contract with a private agency for the provision of DDCM.

2.3 The goal of the Contractor will be to provide each individual with quality case management services that incorporates respect for individual choice, enables community integration, and is values-based and ability-focused. The Contractor will serve individuals with developmental disabilities who may also have a complex array of needs including but not limited to medical, mental health and behavioral concerns.

2.4 Through this contractual relationship, Northwestern Community Services will be responsible for holding the licensing certificate and will assume responsibility for management and oversight of the DDCM service including billing, technical assistance, and quality assurance.

2.5 Northwestern Community Services provides behavioral health care services to the citizens of 6 localities, including: City of Winchester, and the Counties of Frederick, Clarke, Shenandoah, Warren, and Page. Offers responding to the RFP desiring to contract with Northwestern Community Services must be able to provide Developmental Disability Case Management Services to citizens in each of these localities.
3.0 PROCESS AND TIMELINE:

The CSB plans to make a final decision regarding DD Case Management Services by August 15, 2016. In an effort to meet the requirements of the CSB’s Performance Contract with the Department of Behavioral Health and Developmental Services, it is the CSB’s hope to have the system operational by September 1, 2016. As such, the following tentative timeline has been established:

06/15/2016 Request For Proposal Released
06/22/2016 Closing Date for Questions
07/15/2016 RFP Responses Due
08/01-8/15/2016 Announcement of Award

4.0 AWARD:

4.1 NWCS will open proposals and evaluate responses starting July 18, 2016. During this time, NWCS may initiate discussions with offerors who submit responsive or potentially responsive proposals for the purpose of clarifying aspects of the proposals. However, proposals may be accepted and evaluated without such discussion. Discussions shall not be initiated by offerors with any employee of NWCS at any time, for any reasons.

4.2 Selection may then be made of one or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the Request for Proposals.

4.3 The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor’s proposal. NWCS reserves the right to reject all proposals if none meet expectations.

5.0 CONTRACT TERM, RENEWAL, PRICE ESCALATION AND TERMINATION:

5.1 The initial term of the contract for service shall be for one year from the date the of the execution of the contract. The contract for service will have the option to renew up to 1 additional one year period, upon mutual consent of the parties to the contract.

5.2 The Contractor shall give NWCS’s Purchasing Agent written notice of its intention to terminate the contract, or not to renew the contract, at least 60 days prior to the proposed termination or renewal date of the Contract.
5.3 Unless specified otherwise, any resultant contract may be terminated by the CSB, in whole or in part, whenever the CSB determines that such a termination is in its best interest. Any such termination shall become effective on the date stated in a written notice of termination mailed to the Contractor. The notice of termination shall state the extent to which performance shall be terminated. The Contractor shall be paid for all goods delivered or services successfully completed prior to the termination date.

5.4 If funds are not appropriated for this contract for any CSB fiscal year, the contract shall terminate automatically, without prior notice, after the last day for which funds were appropriated. Contract termination pursuant to this section shall not be considered a contract default, and the CSB shall not be liable for future payments or for cancellation or termination charges.

6.0 SCOPE OF WORK/SPECIFICATIONS

6.1 Services:
The Contractor will be available to provide case management services beginning no earlier than September 30, 2016, and no later than December 31, 2016. These services will include, but not be limited to, the following:

6.1.1 Participating in all supervision, training and meetings identified or provided by Northwestern Community Services related to or arising out of this contract or the provision of the services.

6.1.2 Providing choice of provider options for individuals receiving Waiver services which may include services provided by Northwestern Community Services and other public and private agencies. Individuals receiving Waiver services may choose their service providers initially and may also choose to change service providers over time.

6.1.3 Closely coordinating care for individuals in a mental health crisis with Northwestern Community Services Emergency Services and the Regional Education Assessment Crisis Response Habilitation (REACH).

6.1.4 With respect to the services, provide data to Northwestern Community Services on a monthly basis. Data elements include, but are not limited to, those identified within Exhibit A of this document.

6.1.5 Will be required to maintain all client-related and billing documentation within the NWCS Electronic Health Record at the following costs: There is a standard monthly rate to the Contractor of $250.00 for access to the NWCS Electronic Health Record. For Contractors who employ five or more case managers entering into client records, there shall be an additional monthly cost of $60.00 per employee.

6.1.6 Providing required documentation according to the timelines established by DMAS, DBHDS, licensing and/or Northwestern Community Services.
6.1.7 Providing full and accurate documentation that substantiates billing for services and submitting documentation timely to Northwestern Community Services

6.1.8 Providing Northwestern Community Services a professional code of ethics signed and agreed to by each DD Case Manager.

6.1.9 Notifying Northwestern Community Services of any Human Rights complaints related to abuse, neglect, or exploitation within eight hours of the allegation.

6.1.10 Promptly providing documentation, upon request of Northwestern Community Services, for the purposes of oversight, review, audit, investigation, or complaint.

6.1.11 Providing all equipment necessary for contractor’s staff to perform the services and to meet its contractual obligations hereunder (i.e., vehicle, telephone, pager, computer, Electronic Health Record system).

6.1.12 Maintaining and retaining all records not otherwise included in the NWCS Electronic Health Record, including computerized records, pertaining to the resulting contract and its performance for the longer of (i) five years after final payment under the agreement, or (ii) as required by applicable law. Such records shall be available to Northwestern Community Services on demand and without advance notice during Contractor’s normal working hours. Northwestern Community Services may perform in-progress and post-performance audits of Contractors’ records maintained in connection with the contract. Moreover, Contractor will make its records available as requested for review, inspection, copying, and audit by DMAS, DBHDS or any duly authorized agent of either of them.

6.1.13 At the time of responding to this solicitation, has a current, valid service provider agreement with the Department of Medical Assistance Services (DMAS) to offer services.

6.2 Qualifications:

Qualifications for Staffing

6.2.1 Support coordinators/case managers who provide DD case management services after 01 July 2016 must possess a minimum of an undergraduate degree in a human services field and one year’s experience or be licensed as a registered nurse. Support coordinators/case managers employed under a Medicaid participation agreement to provide DD case management prior to February 1, 2005, and who maintain employment under that agreement without interruption may continue to provide case management using the KSA requirements effective prior to February 1, 2005. Individuals support coordinators/case managers employed by providers who had a Medicaid participation agreement to provide ID case management prior to July 1, 2016, and who maintain that employment under that agreement without interruption may continue to provide case management using the KSA requirements effective prior to July 1, 2016. Case
managers/support coordinators must be under contract with a Northwestern Community Services in order to provide case management services.

6.2.2 Support coordinators/case managers who are employed by an organization shall receive supervision within the same organization. Support coordinators/case managers who are self-employed shall obtain one hour of documented supervision every three months when the support coordinator/case manager has active cases. The supervisor of the support coordinator/case manager shall have at least a master's level degree in a human services field OR have five years of satisfactory experience, or both, in the field working with individuals with related conditions as defined in 42 CFR 435.1009.

6.2.3 Support coordinators/case managers shall complete a minimum of eight hours of training annually in one or a combination of the areas described in the knowledge, skills and abilities (KSA) subdivision. Support coordinators/case managers shall provide documentation to demonstrate training is completed to his supervisor. The documentation shall be maintained by the supervisor of the support coordinator/case manager for the purposes of utilization review.

6.2.4 Parents, spouses, or any person living with the individual may not provide direct support coordination/case management services for their individual, spouse of the individual with whom they live or be employed by a company that provides support coordination/case management for the individual, spouse, or the individual with whom they live.

6.2.5 The Contractor will ensure that all DD Case Managers receive all required training and any additional training required by DMAS, DBHDS or Northwestern Community Services during the term of this agreement. Required training modules include but may not be limited to the following:
Module 1 – Targeted CM (case management) for Individuals with ID (Intellectual Disability) Resources and Qualifications
Module 2 – Targeted CM for Individuals with ID- Determination Eligibility
Module 3 – Targeted CM for Individuals with ID- Starting Active TCM
Module 4 – Targeted CM for Individuals with ID- Introduction to ID and Day Support (DS) Waiver
Module 5 – Targeted CM for Individuals with ID- Applying for ID and DS Waiver Services
Module 6 – Targeted CM for Individuals with ID- who use the Intellectual Disability-2011
Module 7 – Targeted CM for Individuals with ID- Starting Waiver Services
Module 8 – Targeted CM for Individuals with ID- Individual Service Authorization Requests (ISAR)
Module 9 – Targeted CM for Individuals with ID- Service Interruptions/Transfers
Module 10 – Targeted CM for Individuals with ID- Monitoring Services and Billing
Targeted CM for Individuals with ID- 2011
Employment First, Employment for All
Independent Housing Curriculum- Modules 1-3
6.2.6 The Contractor will complete criminal history and central registry background investigations for identified staff as required by Virginia Code § 37.2-416 and submit Child Protective Services reference checks, drug screenings, and Office of Inspector General’s List of Excluded Individuals and Entities (LEIE) reports as required by DMAS. The contractor should employ only staff who satisfy all required checks and screenings.

6.2.7 All of the Contractor’s staff will possess up-to-date cardiopulmonary resuscitation (CPR) and First-Aid certifications and the ability to carry out such procedures.

6.2.8 All of the Contractor’s staff will possess up-to-date Crisis Intervention and Prevention training from a State approved program that meets Virginia Department of Behavioral Health and Developmental Services requirements and ability to implement such methods.

Qualifications of Providers

6.2.9 Services shall not be comparable in amount, duration, and scope. Authority of § 1915(g)(1) of the Act is hereby invoked to limit support coordination/case management providers for individuals with a developmental disability to the Northwestern Community Services (CSBs/BHAs) only to enable these boards/authorities to provide services to developmentally disabled individuals without regard to the requirements of § 1902(a)(10)(B) of the Act.

6.2.10 To qualify as a provider of services through DMAS for developmental disability management, the provider of the services shall meet these criteria.

6.2.10.1 The provider shall guarantee that individuals have access to emergency services on a 24-hour basis;
6.2.10.2 The provider shall demonstrate the ability to serve individuals in need of comprehensive services regardless of the individual's ability to pay or eligibility for Medicaid reimbursement;
6.2.10.3 The provider shall have the administrative and financial management capacity to meet state and federal requirements;
6.2.10.4 The provider shall have the ability to document and maintain individual case records in accordance with state and federal requirements;
6.2.10.5 The services shall be in accordance with the Department of Behavioral Health and Developmental Services Comprehensive State Plan
6.2.10.6 The provider shall be certified as a developmental disability support coordination/case management agency by DBHDS.

6.2.11 Providers shall submit requests for reimbursement for developmental disability support coordination/case management only when the services are provided by qualified developmental disability support coordinators/case managers. The support coordinator/case manager shall possess a combination of developmental disability work experience or relevant education which indicates that the incumbent, at entry level,
possesses the following knowledge, skills, and abilities which shall be documented or observable in the application form or supporting documentation or in the interview (with appropriate documentation):

6.2.11.1 Knowledge of:
(1) The definition, causes and program philosophy of developmental disability;
(2) Treatment modalities and intervention techniques, such as behavior management, independent living skills training, supportive counseling, family education, crisis intervention, discharge planning and service coordination;
(3) Different types of assessments and their uses in program planning;
(4) Individual consumers' rights;
(5) Local community resources and service delivery systems, including support services, eligibility criteria and intake process, termination criteria and procedures and generic community resources;
(6) Types of developmental disability programs and services;
(7) Effective oral, written and interpersonal communication principles and techniques;
(8) General principles of record documentation, and
(9) The service planning process and the major components of a service plan.

6.2.11.2 Skills in:
(1) Interviewing;
(2) Negotiating with individual consumers and service providers;
(3) Observing, recording, and reporting behaviors;
(4) Identifying and documenting an individual consumer's needs for resources, services and other assistance;
(5) Identifying services within the established service system to meet the consumer's needs;
(6) Coordinating the provision of services by diverse public and private providers;
(7) Analyzing and planning for the service needs of developmentally disabled persons;
(8) Formulating, writing, and implementing individual-specific service plans to promote goal attainment for recipients with developmental disabilities;
(9) Successfully using assessment tools, and;
(10) Identifying community resources and organizations and coordinating resources and activities.

6.2.11.3 Abilities to:
(1) Demonstrate a positive regard for individual consumers and their families (e.g. treating consumers as individuals, allowing risk taking, avoiding stereotypes of people with developmental disabilities, respecting consumers' and families' privacy, believing consumers can grow);
(2) Be persistent and remain objective;
(3) Work as team member, maintaining effective inter- and intra-agency working relationships;
(4) Work independently, performing position duties under general supervision;
(5) Communicate effectively, verbally and in writing, and;
(6) Establish and maintain ongoing supportive relationships.
6.3 Staffing:

6.3.1 Provide a sufficient number of case management staff for individuals with developmental disabilities to ensure the case management needs of each individual are supported, 24 hours a day, 7 days a week, 365 days a year;

6.3.2 Any actions by Contractor staff deemed to be inappropriate may be cause for not allowing staff to provide services under this contract.

6.4 Responsibility of Northwestern Community Services:

6.4.1 Maintain a current, valid Department of Behavioral Health and Developmental Services (DBHDS) license for case management services under which Contractor will provide services throughout the term of the contract.

6.4.2 Verify and review Contractor’s criminal history and central registry background investigations, completed for identified staff as required by Virginia Code § 37.2-416, and Child Protective Services reference checks, drug screenings, and Office of Inspector General’s List of Excluded Individuals and Entities (LEIE) reports as required.

6.4.3 Provide Contractor with information about the data collection format and due dates.

6.4.4 Identify and provide needed training and supervision, as needed, for persons who are providing the DDCM Services.

6.4.5 Include DD Case Managers in meetings about the services, as needed.

6.4.6 Oversee and monitor the performance of Contractor’s provision of the services hereunder, and provide feedback to Contractor as a result of the oversight and monitoring.

6.4.7 Assume responsibility for providing options from which individuals may choose for the provision of the services. Northwestern Community Services is obligated to provide individuals receiving services options for their service providers which may include services provided by Northwestern Community Services, and other public and private providers, as available.

6.4.8 Monitor the individual’s satisfaction with the services and make available, if needed or requested, other case managers or contractors to provide the services.

6.4.9 Provide billing to appropriate payor source for the services.

6.4.10 Document and submit through the Computerized Human Rights Information System (CHRIS) all Human Rights complaints and other critical incidents received about the services.
6.4.11 Review and follow up on all allegations of abuse, neglect and/or exploitation arising out of or relating to the services to ensure appropriate reporting to Child Protective Services, Adult Protective Services, and/or DBHDS, as appropriate. The review and follow up of allegations shall be performed in accordance with the applicable laws, rules and regulations, including, but not limited to, licensing regulations and the Rules and Regulations to Assure the Rights of Individuals, Receiving Services from Providers Licensed, Funded or Operated by the Department of Behavioral Health and Developmental Services (“Human Rights Regulations”), and any applicable human resource requirements. CCSB will notify Contractor of the outcome of the investigation.

7.0 SPECIAL TERMS AND CONDITIONS

7.1 Billing, Compensation and Audit:

The Contractor will:

7.1.1 Document and substantiate the provision of Services in accordance with all DMAS, DBHDS, licensing and CSB requirements and timeframes and in a format acceptable to CSB. Contractor’s failure to timely provide all necessary documentation for Services will delay its right to be compensated for any Services not properly and timely documented.

7.1.2 Submit an invoice to Northwestern Community Services by the 5th of each month for Services provided in the previous calendar month. Invoices shall include the provider’s name, client name, client’s EHR account number and date of services.

The CSB will:

7.1.3 Bill the appropriate payor based on documentation submitted by Contractor.

7.1.4 Pay a monthly rate of $170.00 per individual who was provided Services for a full calendar month, providing that the necessary and appropriate documentation of the Services are timely submitted to CSB by Contractor. CSB reserves the right to refuse payment for any Services for which full, complete, and accurate documentation is not timely received.

7.1.5 Make payment to Contractor by the 15th of the month in the second month following submission of timely, accurate and complete documentation of provision of the Services. Payments by CSB hereunder are contingent upon the appropriation of sufficient funds for this purpose in any fiscal year.

7.1.6 If any state or federal agency denies payment to Northwestern Community Services for Services provided hereunder, or if Northwestern Community Services is required to repay or refund to any state or federal agency any amount paid to Contractor hereunder, then Contractor agrees to refund that amount to Northwestern Community Services. Alternatively, Northwestern Community Services may withhold that amount from future payments due to Contractor.
7.1.7 Contractor agrees to provide a copy of its annual audit, a copy of the audit management letter, and a copy of the plan of correction for the Services and any program related thereto by November 1 for Northwestern Community Services review and submission to DBHDS by November 30 of each calendar year.

7.2 Business Associates Agreement (BAA):

The Contractor shall execute a Business Associates Agreement with Northwestern Community Services regarding the Standards for Security and Privacy of Individually Identifiable Health Information promulgated by the U.S. Department of Health and Human Services under HIPAA and under HITECH Act as well as to satisfy their respective duties to protect the confidentiality and integrity of Protected Health Information as required by other federal or state law, policy, professional ethics, and accreditation requirements that may be disclosed under the agreement. A copy of this BAA is attached hereto as Attachment B.

8.0 SUSPENSION AND TERMINATION

8.1 In cases of allegations of abuse, neglect, and/or exploitation, Contractor will remove the DD Case Manager from providing Services to any individual until an investigation is completed to the satisfaction of Northwestern Community Services. If Contractor has no other DD Case Manager available who is acceptable to the individual receiving Services, Northwestern Community Services will assume the provision of Services to the individual.

8.2 This agreement may be terminated under the following circumstances:

8.2.1 Northwestern Community Services may terminate the agreement immediately if funds granted for payment of the Services are permanently revoked or terminated by the funding agencies in a manner beyond the control of Northwestern Community Services. In this situation, all obligations of Northwestern Community Services and the Contractor under this contract shall immediately cease. Payment shall be rendered for all Services provided prior to the termination of the agreement, so long as Contractor submits the necessary data and documentation for the Services.

8.2.1 Northwestern Community Services may terminate this agreement immediately and without notice if Contractor is found to be in violation of the Human Rights Rules.

8.2.3 Either party may terminate by providing 30 days written notice of intention to terminate the contract to the other party. Contractor shall be compensated for Services provided up to the termination date, so long as appropriate and timely documentation is provided to Northwestern Community Services.
8.2.4 Either party may terminate agreement immediately if the other party discontinues or abandons operations, is adjudged bankrupt, is reorganized under any bankruptcy laws, or fails to keep in force and insurance policies required hereunder.

9.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

9.1 General Instructions:

9.1.1 RFP Response:
In order to be considered for selection, Offerors must submit a complete response to this RFP. One (1) original, so marked, and nine (9) copies of each proposal must be submitted to NWCS to the attention of the Purchasing Agent. No other distribution of the proposal shall be made by the Offeror.

9.1.2 Proposal Preparation:

9.1.2.1 Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the purchasing agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be rejected by NWCS. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

9.1.2.2 Ownership of all data, materials and documentation originated and prepared for NWCS pursuant to the RFP shall belong exclusively to NWCS and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets of proprietary information submitted by an Offeror shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the Offeror must invoke the protection of Section 2.2-4342.F of the Code of Virginia, in writing, either before or at the time the data is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

9.2 Specific Requirements:

Proposals should be as thorough and detailed as possible so that the CSB may properly evaluate the services. Offerors are required to submit the following items as a complete proposal:

9.2.1 The return of the RFP cover sheet and all addenda acknowledgements, signed and completed as required.
9.2.2 A narrative statement as to the offeror’s qualifications to perform the work listed in the Scope of Work.

9.2.2.1 Each Offeror shall provide a current annual financial report and the previous year’s report and a statement regarding any recent or “foreseeable” mergers or acquisitions.

9.2.2.2 Names, addresses, telephone numbers and individual contacts of at least three references.

9.2.2.3 Resumes of staff personnel to be assigned to this contract. This should describe their anticipated roles in serving the account. Include an organizational chart showing internal relations as well as relations with any subcontractors or insurers.

9.2.3 Offerors shall explain its methodology and approach to implementing and completing this project. Each major activity should be identified, explained and project deliverables identified. Include, at a minimum, organizational plan, quality control, project status reporting plan, and project management/methodology tools.

9.2.4 Offerors shall provide all License that will be used to meet the CSB’s requirements.

10.0 **EVALUATION AND AWARD CRITERIA:**

The CSB will evaluate vendors on several key factors. Vendors are encouraged to provide information in responses to clarify these key factors.

10.1 **Customer Service:**

The quality of service given to customers by the vendor is extremely important. The CSB intends to solicit feedback from the vendors’ customers.

10.2 **Evaluation Criteria:**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

10.2.1 Demonstrated overall ability/capability of the offeror to perform the required services, including ability for quality oversight and supervision.

10.2.2 Demonstrated experience, education, and training of all personnel who will be assigned to work with consumers under the resulting contract.

10.2.3 Demonstrated knowledge of applicable federal, state, and/or local laws, regulations, and/or policies governing the services to be provided.
10.2.4 Corporate structure and proposed staffing plan.

10.2.5 Geographic area in which services will be provided

11.0 GENERAL TERMS AND CONDITIONS:

11.1 Procurement Regulations:

This solicitation is subject to the provisions of the purchasing regulations of NWCS and the Virginia Public Procurement Act, which are hereby incorporated into this contract in their entirety.

11.2 Applicable Laws and Courts:

This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The Contractor shall comply with applicable federal, state and local laws and regulations.

11.3 Compliance:

11.3.1 General Compliance Provision: By signing this Proposal, the Offeror certifies that it is and will remain in full compliance with:

The Virginia Fair Employment Act of 1975, as amended, where applicable.
The Virginia Conflict of Interest Act.
The Virginians With Disabilities Act.
The Americans With Disabilities Act.
Section 2.2-4311 (Employment Discrimination Act) of the Virginia Public Procurement Act.
Section 2.2-4354 (Payment to Subcontractor) of the Virginia Public Procurement Act.
Sections 2.2-4367 and 2.2-4377 (Ethics in Public Contracting) of the Virginia Public Procurement Act.

11.3.2 Regulatory Compliance;

11.3.2.1 Local, State and Federal Laws, Regulations, and/or Policies Governing Case Management Services:

(1) The Contractor shall operate in accordance with all federal, state and local laws, rules, and regulations, including specifically Department of Behavioral Health and Developmental Services (DBHDS) Rules and Regulations for Licensing Providers, DMAS Individual and Family Developmental Disabilities Waiver Services Provider
Manual, Regulations to Assure the Rights of Individuals Receiving Service from Providers Licensed, Funded or Operated by the Department of Behavioral Health and Developmental Services, and the rules, regulations, terms and conditions of Northwestern Community Services’ license.

(2) The Contractor shall adhere to Local, State, and Federal reporting requirements for: abuse, neglect, exploitation, human rights, serious injuries, deaths, and privacy violations. Reports shall be made to the Northwestern Community Services Administrator of DDCM in accordance with Human Rights regulations, Adult Protective Services regulations, Health Insurance Portability and Accountability Act (HIPAA), DBHDS regulations, Northwestern Community Services policies and procedures.

11.4 Privacy, Confidentiality, Security, and Handling of Protected Health Information (PHI) and Medical Records:

(1) Subject to Federal and State Laws and Regulations, including the Virginia Freedom of Information Act (FOIA), the Contractor and the Northwestern Community Services agree to hold private, confidential and secure all Protected Health Information (PHI) and records of individual contact, including, but not limited to:

   a. All findings, memoranda, correspondence, documents or records of any type that identify the individual, whether electronic, written or oral;
   b. All PHI and medical records generated by the Contractor, on a need to know basis.

(2) The Contractor will only release PHI and medical records in accordance with Business Associate Agreements (BAA) and HIPAA regulations.

(3) Contents of individual records shall be discussed only with designated Northwestern Community Services staff, on a need to know basis.

(4) All PHI and medical record inquiries, for records kept in accordance with this contract or the services provided hereunder, shall be referred to Northwestern Community Services.

(5) Contractor’s obligations and responsibilities under this section survive the end or termination of this contract.

(6) Retention and destruction of all records shall be in accordance with applicable Federal, State and Local confidentiality laws.

(7) Health Insurance Portability and Accountability Act of 1996 (HIPAA): Except as otherwise limited, Contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of Northwestern Community Services, as specified in this contract. In performance of this contract the Contractor agrees to:
a. Not use or further disclose protected health information (PHI) other than as permitted or required by the terms of this contract or as required by law;
b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by the terms of this contract or as required by law, including 42 C.F.R. 2.1;
c. Report to Northwestern Community Services any use or disclosure of PHI not provided for by this contract of which it becomes aware;
d. Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of Northwestern Community Services as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;
e. Ensure that any agent to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
f. Promptly report to Northwestern Community Services any security incident of which it becomes aware.

11.5 Anti-Discrimination:

By submitting their proposals, offerors certify to NWCS that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Act of 1975, as amended, where applicable, the Virginians with Disabilities Act, the Americans With Disabilities Act and Section 2.2-4311 of the Virginia Public Procurement Act. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (Code of Virginia, §2.2-4343.10).

In every contract over $10,000 the provisions in (1) and (2). below apply:

(1) During the performance of this contract, the Contractor agrees as follows:

a. The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
b. The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.
c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting the requirements of this Section.

(2) The Contractor will include the provisions of a. above in every subcontract or purchase order over $10,000, so that the provisions will be binding upon each subcontractor or vendor.

11.6 Drug-Free Workplace:

For the purposes of this section, “drug-free workplace” means a site for the performance of work done in connection with a specific contract awarded to a contractor in accordance with this section, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

During the performance of this contract, Contractor agrees to:

11.6.1 Provide a drug-free workplace for Contractor’s employees;

11.6.2 Post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition;

11.6.3 State in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace.

11.7 Immigration Reform and Control of 1986:

By submitting their proposals, the offerors certify that they do not and will not during the performance of this contract employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986.

11.8 Antitrust:

By entering into a contract, the Contractor conveys, sells, assigns, and transfers to NWCS all rights, title and interest in and to all causes of the action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by NWCS under said contract.
**11.9 Ethics in Public Contracting:**

By submitting their proposals, Offerors certify that their proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer or subcontractor in connection with their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised unless consideration of substantially equal or greater value were exchanged.

**11.10 Debarment Status:**

By submitting their proposals, Offerors certify that they are not currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia, nor are they an agent of any person or entity that is currently debarred from submitting proposals on contracts by any agency of the Commonwealth of Virginia.

**11.11 Mandatory use of NWCS’S Form and Terms and Conditions:**

Failure to submit a proposal on the official form, if provided for that purpose, may be a cause for rejection of the proposal. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the proposal; however, NWCS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

**11.12 Clarification of Terms:**

If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the Purchasing Agent no later than June 22, 2016. Any revisions to the solicitation will be made only by addendum issued by the buyer and posted on the agency’s website, www.nwcsb.com.

**11.13 Precedence of Terms:**

Except for Sections titled Procurement Regulations, Applicable Laws and Courts, Compliance, Debarment Status, Mandatory Use of NWCS’s Form and Terms and Conditions, and Precedence of Terms herein, which shall apply in all instances, in the event there is a conflict between the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**11.14 Qualifications of Bidders or Offerors:**

NWCS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Bidder or Offeror to perform the work/furnish the item(s) and
the Bidder or Offeror shall furnish to the CSB all such information and data for this purpose as may be requested. The CSB reserves the right to inspect Bidder's or Offeror's physical facilities prior to award to satisfy questions regarding the Bidder's or Offeror's capabilities. The CSB further reserves the right to reject any bid or proposal if the evidence submitted by, or investigations of, such Bidder or Offeror fails to satisfy the CSB that such Bidder or Offeror is properly qualified to carry out the obligations of the contract and to complete the work/furnish the item(s) contemplated therein.

11.15 Assignment of Contract:

A contract shall not be assignable by the Contractor in whole or in part without the written consent of NWCS.

11.16 Changes to the Contract:

By written notice to the Contractor, NWCS may from time to time make changes, within the general scope of the contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor’s cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.

11.17 Testing and Inspection:

NWCS reserves the right to conduct any test/inspection it may deem advisable to assure supplies and services conform to the specification.

11.18 Default:

In case of failure to deliver goods or services in accordance with the contract terms and conditions, the CSB, after due oral and written notice to the Contractor, may procure goods or services from other sources and hold the Contractor responsible for any resulting additional costs. This remedy shall be in addition to any other remedies which the CSB may have.

11.19 Non-Discrimination of Contractors:

An offeror, or contractor, shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.
11.20 Announcement of Award:

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, NWCS will publicly post such notice on the agency’s website for a minimum of 10 days.

12.0 SPECIAL TERMS AND CONDITIONS:

12.1 Best and Final Offer:

At the conclusion of negotiations the offeror(s) may be asked to submit in writing, a best and final offer (BAFO). After the BAFO is submitted, no further negotiations shall be conducted with the offeror(s). The offeror’s proposal will be rescored to combine and include the information contained in the BAFO. The decision to award will be based on the final evaluation including the BAFO.

12.2 Bid of Acceptance Period:

Any bid in response to this solicitation shall be valid for ninety (90) days. At the end of the ninety (90) days the bid may be withdrawn at the written request of the Bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.

12.3 Criminal History:

The CSB reserves the right to restrict activities required to provide the services herein to only those persons who are without criminal conviction. This restriction shall not relieve the contractor of any requirements herein. Upon request of the CSB, the contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. The CSB may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to the CSB, its employees or clients, and may waive this restriction on a case by case basis.

12.4 Integration and Modification:

This contract constitutes the entire agreement between the Contractor and the Purchaser. No alteration, amendment or modification in the provisions of this agreement shall be effective unless reduced to writing, signed by the parties and attached hereto.

12.5 Severability:

Each paragraph and provision of this agreement is severable from the entire agreement, and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.
12.6 Insurance:

By signing and submitting a proposal under this solicitation, the vendor certifies that if awarded the contract, it will have the following insurance coverages at the time the work commences and understands that the CSB will not furnish the Contractor with liability insurance, or any other insurance coverages, to protect Contractor from claims which may arise from Contractor’s activities under this agreement. Additionally, it will maintain the following insurance coverage during the entire term of the contract and all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission. During the period of the Contract, the CSB will require the Contractor to furnish certificates of insurance for the coverages required by the CSB and Commonwealth as indicated. Insurance coverages and limits required are as follows:

- Worker's Compensation - Standard Workers' Compensation Policy.
- Broad Form Comprehensive General Liability - $1,000,000 Combined Single Limit.
- Automobile Liability - $1,000,000 Combined Single Limit
- Professional Liability - A minimum amount equal to not less than the limitation on recovery per occurrence specified in Section 8.01-581.15 of the Code of Virginia (as such Section may be hereafter amended or superseded), and two (2) times that amount in the annual aggregate, to cover any loss, liability or damage alleged to have been committed by contractor or any other agents, servants or employees of contractor.

12.7 Availability of Funds:

It is understood and agreed between the parties herein that the CSB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.

12.8 Payment Terms:

Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than 30 days.
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