

REQUEST FOR PROPOSALS

RFP Number: 2019ICFBVPMedDirSvcs
Issue Date: March 3, 2019
Title: **MEDICAL DIRECTOR SERVICES
INTERMEDIATE CARE FACILITY – Bridge View Place**
Issuing Agency: Danville-Pittsylvania Community Services (DPCS)
245 Hairston Street, Danville, Virginia 24540
Period of Contract: April 1, 2019 through December 31, 2019; with four (4) one year
renewal options
Worksite: 505 Keen Street; City of Danville, Virginia

Direct all inquiries for information to Sara Craddock, Director of Developmental Services, scraddock@dpcs.org or 434-799-0456 extension 3121 by March 15, 2019. **Unauthorized contact with other DPCS staff regarding this RFP may result in disqualification of the Offeror.**

Proposals may be mailed or hand delivered directly to Danville-Pittsylvania Community Services at the following address:

***Danville-Pittsylvania Community Services (West Wing Receptionist Area)
245 Hairston Street, Danville, Virginia 24540.***

Sealed proposals for furnishing services must be received by DPCS no later than **March 20, 2019 at 2:00 PM. Eastern Time.** DPCS will not consider late proposals. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt. One (1) original response to the proposal is required.

Signed Proposal:

In compliance with this Request for Proposal and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached proposal or as mutually agreed upon by subsequent negotiation.

Name and Address of Offeror:

_____ Date: _____

_____ By: _____

_____ Typed Name: _____

FEIN/SSN#: _____ Telephone No. _____

Email: _____

This cover page must be returned with a copy of the Request for Proposal and Attachment A and B, which includes a total of 13 pages.

REQUEST FOR PROPOSAL

PROVISION OF MEDICAL DIRECTOR SERVICES FOR INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES (ICF/IID) – Bridge View Place

Issue Date: March 3, 2019

Danville-Pittsylvania Community Services (hereinafter called the “Agency”) invites qualified proposers who are licensed to practice medicine in the Commonwealth of Virginia (hereinafter called the “Offeror”) to submit a proposal to serve as a Medical Director for Bridge View Place located at 505 Keen Street, Danville, Virginia, an Intermediate Care Facility for Individuals with Intellectual Disabilities (ICF/IID).

I. Contract Period

The term of the Contractual Agreement shall commence on April 1, 2019 and shall cease on December 31, 2019, with the option to renew for up to 4 consecutive years (calendar years with contract period January thru December), unless terminated sooner as provided in the Contractual Agreement.

II. Scope of Services

Qualifications

Must be licensed to practice medicine in the Commonwealth of Virginia.

Services

The Licensed Provider shall provide all services generally provided by the Licensed Provider in the Licensed Provider’s usual line of business, as requested by DPCS, including but not limited to the following:

- A. Makes recommendations for program admission.
- B. Develops medical plans of care: providing standing orders for medication and treatment.
- C. Reviews history and current health care if there are health needs affecting eligibility for placement at the ICF/IID.
- D. If needed will provide 24 hour a day on call services to program if other emergency services are unavailable.
- E. Participates in quarterly reviews and updates of consumer program plans and other services as mutually agreed upon by the Licensed Provider and the Department.
- F. Serves as a member of the Specially Constituted Committee.
- G. Participates in the interdisciplinary team process for each consumer.
- H. The Contractor will promptly submit reports, individual service plans, progress notes, and other required documentation as required by DPCS policies and procedures. The ownership and right of control of all such reports, plans, notes and other documentation prepared or stored in connection with the services provided by the Contractor under the Contractual Agreement

shall vest exclusively in DPCS; provided, however, that the Contractor shall have such right of access to such reports, plans, notes and other documentation to the extent permitted by applicable law and as necessary to perform the Contractor's obligations under the Contractual Agreement.

- I. Authorizes DPCS to use the Individual Provider/Medical Director's National Provider Identifier (NPI) number as the Rendering Provider on billing claims submitted for the ICF to the Department of Medical Assistance Services for the monthly inpatient claims.

III. Compensation and Method of Payment

The Contractor will invoice DPCS on a monthly basis and will be paid thirty (30) days from the receipt of the invoice. The Contractor will provide a completed IRS Form W-9 to DPCS in order to receive the first payment of the contract period and will update the IRS W-9 annually thereafter.

IV. Compliances

Contractor agrees to comply and shall ensure that its agents, servants, employees or other persons providing Services comply with all federal, state and DPCS policies and procedures, and all applicable federal, state, and local laws, regulations, rules, policies, and procedures, including, but not limited to, the following:

- A. Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the DBHDS ("Human Rights Rules");
- B. Anti-discrimination: Contractor shall conform to the provisions of the Titles VI and VII of the Federal Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, Executive Order 11246, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the Virginia Public Procurement ACT (VPPA). No person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, faith based status or any other basis prohibited by law will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor;
- C. Immigration: Contractor certifies that it does 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;
- D. The Virginia Freedom of Information Act and the Virginia Privacy Protection Act;
- E. All mandatory DBHDS certification standards and all licensure requirements applicable to the Services;
- F. Drug-Free Workplace: During the performance of this contract, Contractor agrees to:
 - (i) provide a drug-free workplace for Contractor's employees;
 - (ii) 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; (iii) state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and (iv) include in the provisions of the foregoing clauses in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

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, 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.

G. 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 DPCS, as specified in this contract. In performance of this contract the Contractor agrees to:

1. 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;
2. 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;
3. Report to DPCS any use or disclosure of PHI not provided for by this contract of which it becomes aware;
4. 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 DPCS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;
5. Ensure that any agent to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
6. Promptly report to DPCS any security incident of which it becomes aware.

V. Insurance and Indemnification

A. The Contractor shall, at the Contractor's own expense, maintain liability insurance covering the Contractor and Contractor's employees (if applicable), agents and permitted assigns in the minimum amounts which equal Two Million Dollars (\$2,000,000.00) per occurrence and Six Million dollars (\$6,000,000) in the aggregate. The Contractor shall additionally cause to be issued by such insurer or insurers a

certificate thereof reflecting such coverage and shall request such insurer or insurers to provide prior written notice to DPCS (equal to notice given to the Contractor) of the cancellation or proposed cancellation thereof for any cause. DPCS shall not be required to provide such insurance nor shall DPCS be liable for the payment of any premiums on such insurance. In addition, the Contractor shall maintain any such other insurance that DPCS may reasonably require.

- B. It is expressly understood and agreed that DPCS will not furnish Contractor with liability insurance, or any other insurance coverages, to protect Contractor from claims which may arise from Contractor's activities under this agreement.
- C. The Contractor agrees to indemnify and hold harmless DPCS and its directors, officers and employees (collectively, "DPCS Indemnitees") from any and all claims caused or resulting from willful misconduct or negligent acts or omissions of the Contractor, its employees, agents and permitted assigns, together with all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with any such action if brought against DPCS Indemnitees by reason of any such claims or causes of action. DPCS Indemnitees shall promptly notify the Contractor of any such claims. DPCS shall reasonably cooperate and assist the Contractor in investigating such claims to the extent permitted by law. Moreover, DPCS Indemnitees will promptly give the Contractor an opportunity to defend the same with counsel chosen by the Contractor and reasonably acceptable to DPCS Indemnitees. If the Contractor fails to defend a claim within a reasonable time after receiving notice, the DPCS Indemnitees shall be entitled to assume the defense thereof, the cost of which shall be reimbursed to DPCS Indemnitees by the Contractor, together with all costs, reasonable counsel fees, expenses, and liabilities incurred in connection with such defense. The provisions of this paragraph shall, specifically and without limitation, survive the termination or expiration of the Contractual Agreement.

VI. Limitation of Liability

DPCS shall not be liable for damages to property or injury to persons sustained as a result of the Contractor's performance under the Contractual Agreement, except where such damages or injury were proximately and directly caused by the willful misconduct or gross negligence of DPCS. The Contractor renders services to residents at the Contractor's own risk and assumes all risk of loss. DPCS shall not be responsible or liable to the Contractor for any loss or damage that may be occasioned by or through the acts of residents receiving services from the Contractor. All personal property belonging to the Contractor shall be at the sole risk of the Contractor, and DPCS shall not be liable for the theft or damage to the Contractor's property. The Contractor agrees that any insurance covering the Contractor's personal property shall be the Contractor's sole responsibility. The provisions of this paragraph shall, specifically and without limitation, survive the termination or expiration of the Contractual Agreement.

VII. Miscellaneous

- A. Independent Contractor. It is expressly understood and agreed that Provider, including any agent, servant, employee or other individual providing Services, is and shall be considered an independent contractor to DPCS and shall not in any way be considered or construed as an employee of DPCS for any purpose or under any circumstance.

- B. Subcontracting and Assignment. Contractor shall not assign its interest in this agreement or subcontract any Services without the express written consent of DPCS. In the event Contractor desires to subcontract all or some part of the Services, Contractor shall furnish DPCS with the names, qualifications, and experience of the proposed subcontractor(s). In the event of a subcontract, Contractor shall remain fully liable and responsible for the Services performed by the subcontractor(s) and shall ensure compliance with all the requirements of this agreement by the subcontractor(s).
- C. Subordination. DPCS policies and procedures will take precedence in the event of a conflict between DPCS and Contractor policies and procedures.
- D. Severability. Each paragraph and provision of this agreement is severable by mutual agreement of DPCS and Contractor; and if any provision is declared invalid, the remaining provisions shall nonetheless remain in effect.
- E. Entire Agreement. This agreement and any additional or supplementary document or documents incorporated herein by specific reference contain all the terms and conditions agreed upon by the parties and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or binding effect upon any of the parties.
- F. Modification. This agreement shall not be modified, altered, changed, or amended unless in writing and signed by both parties.
- G. Governing Law and Venue. Contractor and DPCS agree that the laws of the Commonwealth of Virginia shall govern the validity and construction of this agreement. Any dispute resulting from this agreement, its interpretation, or performance, shall be brought only in the courts of the City of Danville.
- H. Transacting Business in Virginia. If Contractor is a stock or nonstock corporation, limited liability company, business trust or limited partnership, or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity, if so required by Title 13.1 or Title 50 of the Virginia Code, or if otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.
- I. Nondiscrimination of contractors. An offeror shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment. 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 the objection, access to equivalent goods, services, or disbursements from an alternate provider.

- J. Anti-discrimination. By submitting a proposal, the offeror certifies to DPCS it will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting 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 (VPPA). 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 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, section 2.2-4343, 1E*).

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 these requirements.
2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000 so that the provisions will be binding upon each subcontractor or vendor.

- K. Ethics in public contracting. By submitting their proposal, the offeror certifies their proposal is made without collusion or fraud and 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 was exchanged.

- L. Debarment status. By participating in this procurement, the vendor certifies they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods or services covered by this solicitation. Vendor further certifies they are not debarred from filing any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

VIII. Instructions

A. Submission and Receipt of Proposals

1. Submittals, in one (1) original marked RFP #2019ICFBVPMedDirSvcs Request for Proposal, will be received no later than 2:00 PM, Eastern Time, on March 20, 2019, in:

Danville-Pittsylvania Community Services
West Wing Receptionist
Attn: Mary Beth Clement, Director of Finance
245 Hairston Street
Danville, Virginia 24540
2. Mark the outside of the envelope with RFP #2019ICFBVPMedDirSvcs and proposal subject, MEDICAL DIRECTOR SERVICES FOR AN INTERMEDIATE CARE FACILITY- Bridge View Place.
3. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by the Senior Secretary at the West Wing Front Desk before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes DPCS from requesting additional information at any time during the procurement process.
4. In the event that DPCS is not operating under normal staffing levels or if the location for receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission will default to the next regular business day at the same time.
5. If you are an individual with a disability and require a reasonable accommodation, please notify Mary Beth Clement, Director of Finance, at (434) 799-0456, three working days prior to need.
6. Any proposal submitted MUST include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
7. Proposals shall not be accepted via fax or e-mail.

8. For information pertaining to the decision to award on this procurement transaction, offerors may access public notification electronically at www.dpcs.org. DPCS will post the award announcement decision on the website for a minimum of ten days after award.

B. Submittal Format

In order to be considered for selection, the Contractor must submit a complete response to this request which includes one (1) signed original and must include the signed cover page, Pages 2 through 13, and Attachment A and Attachment B of the Request for Proposal.

IX. 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.

Criteria
1. Demonstrated overall ability/capability of the offeror to perform the required services, including ability for quality oversight and supervision
2. Demonstrated experience, education, and training of all personnel who will be assigned to work with individuals under the resulting contract
3. Demonstrated knowledge of applicable federal, state, and/or local laws, regulations, and/or policies governing the services to be provided
4. Experience providing medical services to individuals with Intellectual Disabilities in ICFs or similar settings

X. Award Procedure

Selection shall be made of one or more offerors deemed to be fully qualified and best suited among those submitting proposals, on the basis of the factors involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, DPCS shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror.

The Agency reserves the right to request additional information from any Offeror that the Agency considers necessary to make an informed decision about its qualifications. However, the Agency may make its decision without further contact with the Offeror. Therefore, the Offeror must submit with its proposal all information requested in enough detail to clearly demonstrate its qualifications.

Any proposal in response to this solicitation shall be valid for 60 days. At the end of the 60 days, the proposal may be withdrawn at the written request of the Offeror. If the proposal is not withdrawn at that time, it remains in effect until an award is made or the solicitation is canceled.

The award notification will be posted on the procurement page of the Agency website at <http://www.dpcs.org>.

XI. Offeror Representations and Warranties

As of the date of this Request for Proposal, the Offeror represents and warrants to DPCS the following:

- A. That Offeror possesses all educational degrees, licenses and registrations required and necessary to perform the professional services outlined within this Request for Proposal. If awarded, the Offeror will supply to DPCS current copies of all licenses, educational degrees, registrations, and certifications of insurance as required by the professional services being performed.
- B. That except as set forth in **Attachment A** attached hereto and incorporated herein by this reference, there are no (i) legal, administrative, arbitration or other proceedings pending against the Offeror, and (b) there are no (i) governmental investigations or (ii) proposed or threatened in writing claims, litigation, administrative, arbitration, or other proceedings by any person, firm, or entity, known to the Offeror, pertaining to the Offeror. The Offeror is in material compliance with and is not in default in any material respect under any laws, ordinances, requirements, standards, regulations, or orders applicable to the Offeror
- C. The Offeror shall have a continuing obligation to immediately notify DPCS if any representation made by the Offeror becomes materially inaccurate, incomplete or misleading. Any representation made by the Offeror herein, which is or becomes materially inaccurate or misleading, shall constitute a material breach of this Request for Proposal.

REQUEST FOR PROPOSAL

**PROVISION OF MEDICAL DIRECTOR SERVICES
FOR AN INTERMEDIATE CARE FACILITY
FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES (ICF/IID)-
Bridge View Place**

ATTACHMENT A

- 1. List your legal business name and federal tax identification number

- 2. List your medical license number

- 3. List years of experience

- 4. Describe your experience with individuals diagnosed with an intellectual disability

- 5. Describe your experience with individuals in an Intermediate Care Facility or similar facility

6. List three references for services rendered similar in scope to this proposal, list contact name, organization and contact phone number

_(1) _____

_(2) _____

_(3) _____

7. Has there been any legal, administrative, arbitration or other proceedings pending against you, the Offeror?

8. Has there been any governmental investigations involving you, the Offeror?

9. Are there any proposed or threatened claims, litigation, administrative, arbitration, or other proceedings by any person, firm, or entity, known to the Offeror?

10. Proposed monthly rate of compensation for each potential contract year:

Year 1: _____ per month
Effective: 4-1-2019 to 12-31-2019 (*Rate will begin during the contract cycle*)

Year 2: _____ per month
Effective: 1-1-2020 to 12-31-2020 (*Rate will begin during the contract cycle*)

Year 3: _____ per month
Effective: 1-1-2021 to 12-31-2021 (*Rate will begin during the contract cycle*)

Year 4: _____ per month
Effective: 1-1-2022 to 12-31-2022 (*Rate will begin during the contract cycle*)

Year 5: _____ per month
Effective: 1-1-2023 to 12-31-2023 (*Rate will begin during the contract cycle*)

REQUEST FOR PROPOSAL

PROVISION OF MEDICAL DIRECTOR SERVICES FOR AN INTERMEDIATE CARE FACILITY FOR INDIVIDUALS WITH INTELLECTUAL DISABILITIES (ICF/IID)- Bridge View Place

Attachment B: Virginia State Corporation Commission (SCC) Registration Information

The offeror shall check one of the following. The offeror is:

- _____ a corporation or other business entity with the following SCC identification number: -OR-
- _____ not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust –OR-
- _____ an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror s out-of-state location –OR-
- _____ an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror’s current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

_____ ****NOTE**** » Check this line if you have not completed any of the foregoing options, but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for proposals. No award shall be issued to an offeror who fails to provide the required information unless a waiver of these requests is granted by the chief executive of the local governing body (the local governing body reserves the right to determine in its sole discretion whether to allow such waivers).