

## REQUEST FOR PROPOSALS

**RFP Number:** 2016 DD CaseMgmt  
**Issue Date:** November 13, 2016  
**Title:** DD Case Management Services  
**Issuing Agency:** Danville-Pittsylvania Community Services (DPCS)  
245 Hairston Street, Danville, Virginia 24540  
**Period of Contract:** January 1, 2017 through December 31, 2017; with four (4) one year renewal options  
**Worksite:** City of Danville, Virginia  
Pittsylvania County, Virginia

Direct all inquiries for information to Sara Craddock, Director of Developmental Services in written format via email with "RFP# 2016 DD CaseMgmt" in the subject line, to [scraddock@dpcs.org](mailto:scraddock@dpcs.org) by November 22, 2016. **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 **December 1, 2016 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 and two (2) copies of the proposal are required. Proposals received via fax or e-mail will not be considered.

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 Proposer:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Date: \_\_\_\_\_  
By: \_\_\_\_\_  
Typed Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
FEIN/SSN#: \_\_\_\_\_ Telephone No. \_\_\_\_\_

Email: \_\_\_\_\_

This cover page must be returned with a copy of the Request for Proposal.

I.	PURPOSE .....	2
II.	BACKGROUND .....	2
III.	TERM.....	3
IV.	SCOPE OF SERVICES.....	3
V.	RESPONSIBILITIES OF DANVILLE-PITTSYLVANIA COMMUNITY SERVICES.....	5
VI.	BILLING, COMPENSATION, AND AUDIT .....	6
VII.	COMPLIANCES.....	6
VIII.	SUSPENSION AND TERMINATION.....	8
IX.	INSURANCE AND INDEMNIFICATION.....	9
X.	MISCELLANEOUS.....	10
XI.	NOTICES.....	12
XII.	INSTRUCTIONS.....	13
XIII.	EVALUATION CRITERIA.....	15
XIV.	AWARD PROCEDURE.....	15
XV.	ATTACHMENTS/EXHIBITS.....	17-25

**I. Purpose**

The procurement is conducted by Danville-Pittsylvania Community Services (DPCS) for the purpose of contracting for case management services for individuals who are diagnosed with a developmental disability, excluding any individual diagnosed with an intellectual disability.

**II. Background**

- A. DPCS has been created pursuant to 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; and
  
- B. Contractor represents that it is ready, willing, and able to provide case management services for individuals who are diagnosed with a developmental disability, excluding any individual diagnosed with an intellectual disability (hereinafter referred to as the “Services”) under the terms and conditions established herein and in accordance with all applicable federal, state, and local laws, rules and regulations ; and

- C. Contractor acknowledges that DPCS has an obligation to provide options for the provision of the Services and that Contractor will provide Services hereunder only to the extent that Contractor is selected to provide Services by or on behalf of individuals who are diagnosed with a developmental disability, excluding any individual diagnosed with an intellectual disability (hereinafter referred to as “individual” or “individuals”); and
- D. Contractor represents that it has a current, valid service provider agreement with the Virginia Department of Medical Assistance Services (DMAS) to offer the Services.

### **III. Term.**

The term of this agreement shall begin on January 1, 2017 and continue through December 31, 2017. The term may be extended by written agreement of both parties for additional terms of up to one year each subject to approval and ratification by DPCS and appropriation of sufficient funds to extend the term.

### **IV. Scope of Services**

The Contractor’s responsibilities hereunder are as follows:

- A. Provide the Services in compliance with all federal, state and local laws, rules, and regulations, including specifically the Department of Behavioral Health and Developmental Services (DBHDS) Rules and Regulations for Licensing Providers, DMAS Individual and Family Developmental Disabilities Waiver Services Provider Manual, and the rules, regulations, terms and conditions of DPCS’s license.
- B. Follow DPCS’s policies and procedures relating to Services in the event of a conflict between the DPCS’s policies and procedures and the Contractor’s policies and procedures relating to Services.
- C. Provide DD Case Managers who meet all the qualifications established by DMAS, DBHDS, and DPCS, including, but not limited to, the knowledge, skills and abilities established in 12 Virginia Administrative Code 30-50-440.
- D. Ensure that all DD Case Managers adhere to job responsibilities as identified in Exhibit 1 and any additional training required by DMAS, DBHDS or DPCS during the term of this agreement.
- E. Complete new provider requirements, training with DPCS, and any additional training required by DMAS, DBHDS, or DPCS during the term of this agreement as outlined in Exhibit 3.
- F. Obtain DPCS-approved criminal history and central registry background investigations for identified staff as required by Virginia Code § 37.2-405 and submit to Child Protective Services reference checks, drug screenings, and Office of Inspector General’s

List of Excluded Individuals/Entities reports as required by DMAS. Employ only staff who can satisfy all required checks and screenings for contracted service.

- G. Participate in all supervision, training or meetings identified or provided by DPCS related to or arising out of this agreement or the provision of the Services.
- H. Contractor acknowledges that DPCS is obligated to provide individuals receiving Services options for their service providers which may include persons employed by DPCS, persons employed by other CSBs, and other providers. Contractor further acknowledges that execution of this Agreement does not guarantee that it will perform any Services hereunder, if Contractor is not selected to provide Services by individuals eligible to receive Services. Contractor further acknowledges that individuals receiving Services are permitted to choose their service providers initially and may also choose to change service providers over time.
- I. Provide DPCS data and supporting documentation required to substantiate the Services and allow billing. Data and documentation shall be provided in a format compatible with the DPCS's Electronic Health Record (HER) system. Data and documentation shall be provided in accordance with the timelines established by DMAS, DBHDS, licensing and/or DPCS and by the due dates identified in Exhibit 2.
- J. Provide DPCS a professional code of ethics signed and agreed to by each DD Case Manager.
- K. Notify DPCS of any Human Rights complaints related to abuse, neglect, or exploitation within eight (8) hours.
- L. Promptly provide documentation, upon request of DPCS, for the purposes of oversight, review, audits, investigations, or complaints.
- M. Provide all equipment necessary for it to perform the Services and to meet its contractual obligations hereunder (i.e. vehicle, telephone, pager, computer).
- N. Communicate electronically with DPCS staff members using the Microsoft Outlook account provided by DPCS.
- O. Maintain and retain all records, including computerized records, pertaining to this agreement and its performance for the longer of (i) six years after final payment under the agreement, or (ii) as required by applicable law. Such records shall be available to DPCS on demand and without advance notice during Contractor's normal working hours. DPCS may perform in-progress and post-performance audits of Contractor's records maintained in connection with this agreement. Moreover, Contractor agrees to make its records available as requested for review, inspection, copying, and audit by DMAS, DBHDS or any duly authorized agent of either of them.
- P. Execute a Business Associate Agreement covering the Services.

## **V. Responsibilities of Danville-Pittsylvania Community Services (DPCS).**

DPCS's responsibilities hereunder are as follows:

- A. Maintain a current, valid license from Department of Behavioral Health and Developmental Services ("DBHDS") Case Management Services under which Contractor will provide Services throughout the term of the contract.
- B. Verify and review Contractor's criminal history and central registry background investigations, completed for identified staff as required by Virginia Code § 37.2-405, and Child Protective Services reference checks, drug screenings, and Office of Inspector General's List of Excluded Individuals/Entities reports, as required.
- C. Provide Contractor with information about the data collection format and due dates as identified in Exhibit 2.
- D. Identify and provide needed training and supervision for persons who are providing the Services hereunder (hereinafter referred to as DD Case Managers).
- E. Include DD Case Managers in meetings about the Services, as needed.
- F. Oversee and monitor the performance of Contractor's provision of the Services hereunder, and provide feedback to Contractor. Oversight and monitoring may include review of documentation, periodic observation of home or community-based visits, and annual review of performance.
- G. Assume responsibility for providing options from which individuals may choose for the provision of the Services. DPCS is obligated to provide individuals receiving Services options for their service providers which may include persons employed by DPCS, persons employed at other Community Services Boards (CSBs), and other contractors, as available.
- H. Monitor the individual's satisfaction with the Services and make available, if needed or requested, other case managers or contractors to provide the services.
- I. Submit billing to appropriate payor source for appropriately documented services.
- J. Document and submit, through the Computerized Human Rights Information System (CHRIS), all Human Rights complaints received about the Services.
- K. Investigate all allegations of abuse, neglect and/or exploitation arising out of or relating to the Services. The investigation 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 DBHDS ("Human Rights Rules"), and any applicable human resource requirements. Notify Contractor of the outcome of the investigation.

## **VI. Billing, Compensation and Audit**

### **A. DPCS will:**

1. Bill the appropriate payor based on documentation submitted by Contractor after all service documentation has been provided, reviewed and recorded by DPCS Compliance Officer
2. Make payment in the amount of \$175.40 per individual to Contractor within 7 business days of receipt of payment from DMAS for the billing of services following submission of timely, accurate and complete documentation of provision of the Services. Payments by DPCS hereunder are contingent upon the approval of services by DPCS, payment by DMAS, and appropriation of sufficient funds for this purpose in any fiscal year.

### **B. Contractor will:**

1. Document and substantiate the provision of Services in accordance with all DMAS, DBHDS, licensing and DPCS requirements and timeframes and in a format acceptable to DPCS. 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.
2. Submit billing documentation packet to DPCS by the 5<sup>th</sup> of each month for Services provided in the previous calendar month.
3. If any state or federal agency denies payment to DPCS for Services provided hereunder, or if DPCS 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 DPCS. Alternatively, DPCS may withhold that amount from future payments due to Contractor.
4. 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 to DPCS.
5. Contractor will notify DPCS immediately in the event of an on-site audit involving records of the individual for whom the Contractor is providing DD Case Management service. Contractor will provide DPCS a copy of the audit report and response to findings.

## **VII. 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.

### **VIII. Suspension and Termination**

- A. 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 DPCS. If Contractor has no other DD Case Manager available who is acceptable to the individual receiving Services, DPCS will assume the provision of Services to the individual. DPCS will conduct an internal Human Rights investigation and will produce findings within 10 business days of the allegation. Contractor will comply with all requests for information during the investigation.
- B. This agreement may be terminated under the following circumstances:
  1. DPCS 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 DPCS. In this situation, all obligations of DPCS 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.
  2. DPCS may terminate this agreement immediately and without notice if Contractor fails to comply with any written directive outlined in this document or from the DPCS Executive Director that is intended to ensure that the Services meet the quality standards of the United States Department of Health and Human Services, or if Contractor fails to comply with the policies and procedures of DMAS, DBHDS, Department of Justice (DOJ), or any other State or Federal regulating agency.



3. DPCS may terminate this agreement immediately and without notice if Contractor is found to be in violation of the Human Rights Rules and Regulations.
  4. 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 payment is received from DMAS for services.
  5. Either may terminate the 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 any insurance policies required hereunder.
- C. Termination will include participation by the Contractor in an exit interview with the DPCS within the 30 day notice period during which an audit of work pending shall be reviewed and signed off on by both parties. Both parties shall agree to a deadline for completion of all pending work.

## **IX. Insurance and Indemnification**

- A. During the performance of this agreement, Contractor shall maintain general liability insurance in the amount of \$1 million per occurrence, \$2 million aggregate, to include coverage for sexual assault and molestation. The insurance policy shall be endorsed to include DPCS and their elected officials, appointed officials, employees and agents as additional insured. In addition, professional liability insurance with per claim coverage of \$2,000,000 is required. Contractor shall provide for an extended claim reporting period for the insurance obtained to the maximum period allowed by the policy if coverage is cancelled or not renewed. Contractor's insurance coverage shall be primary and non-contributory to any insurance coverage or self-insurance program available to DPCS. Within 20 days of the execution of this agreement, Contractor shall furnish to DPCS a Certificate of Insurance for each required insurance. Contractor shall notify DPCS immediately upon receiving notice that the insurance required hereunder will be or has been cancelled, reduced below the required amount, discontinued, or not renewed.
- B. Contractor agrees to provide and maintain Workers' Compensation insurance for all its employees and agents in compliance with the requirements of the Virginia Code.
- C. Contractor agrees that all vehicles, whether owned by the Contractor or its employees and agents, used in the performance of this agreement will carry automobile insurance in compliance with the requirements of the Virginia Code. Payment of uninsured motor vehicle fees are not a form of insurance, and will not be accepted as insurance.
- D. 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.

- E. Contractor agrees to indemnify, reimburse, defend, hold and save harmless DPCS and all of their officials, agents, servants, and employees from any and all claims, damages, suits, actions, liabilities, and costs of any kind or nature, including attorney's fees, arising from or caused by the provision of Services, the failure to provide Services, or the Contractor's activities or failure to act hereunder.
- F. Contractor agrees to hold DPCS and all of their officials, agents, servants, and employees harmless from any and all claims arising from any negligent act or omission committed by Contractor and its employees, servants and agents.

## **X. 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.

## **XI. Notices**

Any notice required or contemplated to be given to any of the parties by any other party shall be in writing and shall be given by hand delivery, certified or registered United States mail, or a private courier service which provides evidence of receipt as part of its service, as follows:

If to the Agency:

Danville-Pittsylvania Community Services  
Attention: Sara Craddock, Director of Developmental Services  
245 Hairston Street  
Danville, Virginia 24540

If to the Contractor:

(Name and Contact Information for Contractor)

Any person may change the address to which notices hereunder are to be sent to it by giving written notice of such change in the manner herein provided. A notice given hereunder shall be deemed given on the date of hand delivery, deposit with the United States Postal Service

properly addressed and postage prepaid, or delivery to a courier service properly addressed with all charges prepaid, as appropriate.

## **XII. Instructions**

### **A. Submission and Receipt of Proposals**

1. Submittals, in one (1) original and two (2) copies marked RFP# 2016 DD CaseMgmt; DD Case Management Services Request for Proposals, will be received no later than 2:00 PM, Eastern Time, on December 1, 2016, in:

Danville-Pittsylvania Community Services  
Mary Beth Clement, Director of Finance  
245 Hairston Street  
Danville, Virginia 24540

2. Mark the outside of the envelope with RFP # 2016 DD CaseMgmt and proposal subject, DD CASE MANAGEMENT REQUEST FOR PROPOSALS.
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. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed here in are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
7. 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.

8. Proposals shall not be accepted via fax or e-mail.
9. For information pertaining to the decision to award on this procurement transaction, offerors may access public notification electronically at [www.dpcs.org](http://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 facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror's responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc. are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for DPCS.
3. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
  - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
  - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
  - c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Services. Clearly state your ability to meet or exceed the requested services. Policies and procedures should be included which support the offeror's ability to provide services in accordance with the scope of work.
  - d. Statement of Qualifications and Capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting DPCS' needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business. An organizational chart and job

descriptions should be included as supporting documentation. The offeror should also include information regarding their annual audit and line of credit.

- e. Key Individuals. The offeror should provide a list of key individuals to be assigned to DPCS' contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
- f. References. All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. DPCS reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of DPCS.
- g. Offerors need to indicate which geographic locations in which they provide services.
- h. Provide services as outlined in Exhibit 1 and the Scope of Services in this solicitation.

### **XIII. 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.

Criteria	Weights
1. Demonstrated overall ability/capability of the offeror to perform the required services, including ability for quality oversight and supervision	30
2. Demonstrated experience, education, and training of all personnel who will be assigned to work with individuals under the resulting contract	30
3. Demonstrated knowledge of applicable federal, state, and/or local laws, regulations, and/or policies governing the services to be provided	20
4. Corporate structure and proposed staffing plan	15
5. Geographic area in which services will be provided	5
<b>TOTAL</b>	<b>100</b>

### **XIV. 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.



**XV. Attachments/Exhibits**

**Attachment A: 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).

## **Exhibit 1: DD Case Manager Roles and Responsibilities**

1. Assesses referrals to determine eligibility and appropriateness for case management services. With the individual's input, the Case Manager develops a profile; identifies individual strengths/needs; establishes individual goals and objectives; monitors, evaluates, and modifies goals and objectives in response to consumer needs.
2. Actively links consumers with specified services and supports, providing direct assistance with accessing resources including transporting individuals to appointments as needed. Must meet requirements and follow procedures outlined in Sub-Section .900 of the Danville-Pittsylvania Community Services Policy Manual, Vehicle Usage Policy and Procedures.
3. Coordinates service planning and delivery between programs and community services to facilitate progress towards goals.
4. Establishes a supportive relationship with individuals, their families, and their caregivers, communicating unconditional positive regard and providing education, problem solving, and counseling to promote growth, stability, self-esteem, and ease community adjustment.
5. Monitors individuals' needs and choices, progress and service delivery, making indicated adjustments to the service plan in order to ensure appropriateness of services.
6. Maintains individual records and other necessary documentation in accordance with established Medicaid, Licensing, Agency, and Division policies and procedures and other case management standards.
7. Compiles reports as requested to monitor productivity and progress.
8. Attends and participates in appropriate administrative and program meetings to remain informed and to contribute to team efforts.
9. Completes required management information system forms to assure accurate data collection for State and Agency reports.
10. Advocates for services for individuals with developmental disability when service gaps are evident.
11. Promotes community understanding of developmental disability in an effort to reduce the stigma and facilitate consumer community integration.
12. Enhances community integration by developing opportunities for community access and involvement.
13. Provides disability information needed to individuals and their families or caregivers.

## **Exhibit 2: Contractor Criteria**

1. The Contractor demonstrates compliance with all applicable federal, state, or local laws and regulations including:
  - a. Laws regarding employment practices including the Equal Employment Opportunity Act;
  - b. The Americans with Disabilities Act and the Virginians with Disabilities Act;
  - c. Occupational Safety and Health Administration regulations;
  - d. Virginia Department of Health regulations;
  - e. Laws and regulations of the Department of Health Professions;
  - f. DMAS regulations
  - g. Uniform Statewide Building Code; and
  - h. Uniform Statewide Fire Prevention Code.
2. The Contractor demonstrates compliance with section §37.2-400 of the Code of Virginia and related human rights regulations adopted by the state board.
3. The Contractor demonstrates compliance with its Agency's own written policies and procedures.
4. The Contractor, except sole proprietorships, shall provide a certificate from the State Corporation Commission.
5. The Contractor shall have an organizational chart that clearly identifies its governing body and organizational structure, if applicable.
6. The Contractor shall document the role and actions of the governing body, which shall be consistent with its operating authority. The Contractor shall also identify its operating elements and services, the internal relationship among these elements and services, and its management or leadership structure.
7. The Contractor shall appoint qualified persons to whom it delegates, in writing, the authority and responsibility for the administrative direction and day-to-day operation of the provider and its services.
8. The Contractor shall document financial arrangements or a line of credit that are adequate to ensure maintenance of ongoing operations for at least 90 days on an ongoing basis. The amount needed shall be based on a working budget showing projected revenue and expenses.
9. At the end of each calendar year or fiscal year (whichever is appropriate to the Contractor's form of organization), the Contractor shall prepare the following financial statements in accordance with Generally Accepted Accounting Principles and obtain a review or audit of the financial statements accompanied by a report from an Independent Public Accounting Firm. The financial statements and the review or audit report must be sent to Danville-Pittsylvania Community Services within 90 calendar days of the calendar or fiscal year end.
  - a. An operating statement showing revenue and expenses
  - b. A balance sheet showing assets and liabilities

- c. A cash flow statement
- d. Notes to the financial statements
- e. The financial statements review or audit report by an Independent Public Accounting Firm or Independent Certified Public Accountant (CPA) licensed to provide financial statement review or audit services.
- f. If an extension is needed to the 90 day requirement, the Contractor must notify the Contact listed on page 10 of this contract.

*Reference: Chapter 105- Rules and Regulations for licensing providers by DBHDS*

### **Exhibit 3: DD Case Manager Orientation, Requirements, Qualifications, and Trainings**

#### Minimum Educational/Work Experience Qualifications

- Bachelor's Degree required in a human services field (Psychology, Social Work, Counseling, or other related field); or must be a Registered Nurse with a valid Registered Nurse license to practice in Virginia.
- Combination of training and/or experience indicating possession of applicable knowledge, skills, and abilities.

#### Knowledge Skills and Abilities

##### *Knowledge of:*

- Knowledge of the signs, symptoms, and effects of developmental disability and program philosophy for service provision.
- Knowledge of family dynamics.
- Knowledge of goal development and case management practices.
- Knowledge of different types of assessments and their use in service planning.
- Familiarity with the types of state and community resources available to individuals with special needs.
- Knowledge of general principles of record documentation.
- Knowledge of the service planning process and major components of a service plan.
- Knowledge of consumer rights and responsibilities.

##### *Skills in:*

- Interviewing techniques.
- Analytical and deductive skills to problem solve and negotiate with individuals and service providers.
- Interpretive skills to observe, record, and report on an individual's functioning.
- Identifying and documenting an individual's need for resources, services, and other supports.
- Using information from assessments, evaluations, observations, and interviews to develop service plans.
- Formulating, writing, and implementing person-centered individualized service plans to promote goal attainment.
- Effective time management skills.
- Effective communication skills.

##### *Abilities to:*

- To work independently and perform assigned duties by exercising discretion and independent judgment under general supervision.
- To be persistent while remaining objective.
- To function as a team member, maintaining cooperative, effective work relationships.
- To communicate a positive regard for individuals and their families.
- To establish and maintain ongoing supportive relationships.
- To follow instructions and carry out directives in a positive, cooperative manner.

### Required Training Modules

- Basics of Case Management Module 01: Overview
- Basics of Case Management Module 02: Disabilities Defined and Integration of Health Care
- Basics of Case Management Module 03: Building and Maintaining Relationships
- Basics of Case Management Module 04: Assessment
- Basics of Case Management Module 05: Planning
- Basics of Case Management Module 06: Services
- Basics of Case Management Module 07: Accountability
- Basics of Case Management Module 08: Employment First Employment for All
- DBHDS Independent Housing (Modules 1-3)
- DBHDS REACH Crisis Services

### Other Requirements

- Virginia Waiver Management System (WaMS) Training
- DPCS Orientation Checklist
- DPCS Documentation Training
- Certification in CPR / First Aid
- Certification in Therapeutic Options
- Tuberculosis Screening

**Exhibit 4: Data Elements and Due Dates**

1) Contractor agrees to submit the following data elements to the CSB beginning the date services commence, in a format provided to the Contractor:

Individual Name	
Individual Date of Birth	
Gender	
SSN	
Diagnosis	
Referral Source	
Race	
Ethnicity	
Authorized Representative	
Medicaid Number	
Preferred Language	
Current Military Status	Choose an item.
Military Service Start Date (if applicable)	Click here to enter a date.
Military Service End Date (if applicable)	Click here to enter a date.
Cognitive Delay (for child >3 but <6 years old)	Choose an item.
Enhanced Case Management	Choose an item.
Health Well Being Measure	Choose an item.
Community Inclusion Measure	Choose an item.
Choice and Self Determination Measure	Choose an item.
Living Arrangement Measure	Choose an item.
Day Activity Stability Measure	Choose an item.
School Attendance Measure (up to age 21)	Choose an item.
Independent Living Measure	Choose an item.
Housing Stability	Choose an item. Enter Number:
Employment Discussion (age 18 or older)	Choose an item.
Employment Goals (age 18 or older)	Choose an item.

Discussion of Last Complete Physical	Choose an item.
Date of Last Complete Physical Examination	Click here to enter a date.
Discussion of Last Complete Dental Exam	Choose an item.
Date of Last Complete Dental Exam	Click here to enter a date.

In the instance of changes in requirements, DPCS will contact the Contractor and expect modifications to the data collection within 30 days unless otherwise noted.

2) Contractor agrees to submit the following monthly invoice to the CSB beginning the date services commence, in a format provided to the contractor:

SERVICE DATE	SERVICE START TIME	# OF MINUTES	SERVICE ITEM	DELIVERY METHOD	SERVICE LOCATION
Click here to enter a date.			Choose an item.	Choose an item.	Choose an item.
Click here to enter a date.			Choose an item.	Choose an item.	Choose an item.
Click here to enter a date.			Choose an item.	Choose an item.	Choose an item.
Click here to enter a date.			Choose an item.	Choose an item.	Choose an item.



## **Exhibit 5: Required Documentation / Due Dates**

All required documentation is due by the 5<sup>th</sup> of the each month. Complete documentation packets must include:

- Monthly invoice
- All monthly progress notes
- Quarterly reviews completed during the month (every 90 days as required)
- Individual Support Plans and Updates completed during the month (annually as required) to include
  - PC ISP Parts I-V
  - Annual Risk Assessment
- VIDES
- VA Informed Choice Form (as changes occur)

The following circumstances would require the need for documentation to be submitted to the DPCS no later than the next day:

- Allegation or report of abuse, neglect, or exploitation
- Allegation or report of a human rights violation
- Emergency situations
- Immediate needs
- Other circumstances that require notification to Licensure or Human Rights (serious injuries, deaths, etc.)