

**DISTRICT 19 COMMUNITY SERVICES BOARD  
REQUEST FOR PROPOSAL (RFP)**

Issue Date: **March 22, 2019** RFP# 0731-2024-PACT

Title: **PACT (Program for Assertive Community Treatment) Psychiatric Services**

Issuing Agency: **District 19 Community Services Board  
20 West Bank Street, Suite 7  
Petersburg, VA 23803**

Using Agency And/Or Location

Where Work Will Be Performed: **District 19 Community Services Board  
Program for Assertive Community Treatment  
26317 West Washington Street - Building #66  
Petersburg, VA 23803  
Community Outreach (Multiple Localities)**

Initial Period Of Contract: **From August 1, 2019 Through July 31, 2021 (\*Renewable).  
\*With Three (3) Successive One-Year Renewal Options**

Sealed Proposals Will Be Received Until **April 16, 2019@2:00p.m.** For Furnishing The Services Described Herein.

All Inquiries For Information Should Be Directed To: Theoria Nixon - Phone: (804) 862-8002 x3102.

**IF PROPOSALS ARE MAILED, SEND DIRECTLY TO THE PROCUREMENT OFFICE AT THE ADDRESS SHOWN ABOVE. IF PROPOSALS ARE HAND DELIVERED, THEN DELIVER TO: District 19 Community Services Board, Attention: Purchasing Department, 20 West Bank Street, Suite 7, 3<sup>rd</sup> Floor, Petersburg, VA 23803.**

In Compliance With This Request For Proposal And To All The Conditions Imposed Therein And Hereby Incorporated By Reference, The Undersigned Offers And Agrees To Furnish The Services In Accordance With The Attached Signed Proposal Or As Mutually Agreed Upon By Subsequent Negotiation.

Name And Address Of Firm:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_

(Signature In Ink)

\_\_\_\_\_ Name: \_\_\_\_\_

(Please Print)

\_\_\_\_\_ Zip Code: \_\_\_\_\_ Title: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

E-Mail: \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, § 2.2-4343.1 or against a bidder or offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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## **1.0 PURPOSE**

The purpose of this Request for Proposals (RFP) is to solicit sealed proposals from contractors to establish a contract through **competitive negotiations** with one qualified contractor to provide outpatient psychiatric services to District 19 Community Services Board PACT Program located at 20 W. Bank Street, Petersburg, VA 23803.

## **2.0 BACKGROUND/MISSION**

**District 19 Community Services Board (D19 CSB)** is a multi-jurisdictional, community-based organization whose mission is to improve the quality and productivity of the lives of individuals who experience, or are at risk of experiencing, mental disabilities and/or substance abuse. We are licensed by the Virginia Department of Behavioral Health and Developmental Services to provide mental health, intellectual/developmental disability, substance abuse and prevention services to the citizens of the cities of Colonial Heights, Emporia, Hopewell, and Petersburg, and the counties of Dinwiddie, Greensville, Prince George, Surry, and Sussex.

The mission of the PACT Program (Program for Assertive Community Treatment) is to provide comprehensive community-based treatment to the most costly and difficult to serve among the populations of persons with severe and persistent mental illnesses. The PACT model is a treatment team of multi-disciplinary mental health professionals who function interchangeably to provide treatment, rehabilitation and support services to persons with severe mental illnesses who desire to live successfully in the community.

## **3.0 STATEMENT OF NEED**

The Contractor shall provide psychiatric services to District 19 CSB's PACT team and provide all labor and resources for the purpose of providing scheduled and unscheduled psychiatric services to PACT consumers in accordance with the Department of Health licensing standards, the Commonwealth of Virginia DMHMRSAS licensing standards, and the highest professional ethics and standards.

- 3.1 Contractor shall be a licensed physician by the Board of Medicine of the Department of Health Professions of the Commonwealth of Virginia with a specialty in psychiatry to include expertise in the treatment of a diverse, multi-cultural community having no aversion to working with an indigent population of adults. In addition, all contract doctors must be eligible to be Board Certified. Contractor will comply with all established legislation, Medicaid, and DBHDS and other mandated program standards and all District 19 clinical services requirements regarding consumer services and documentation of service deliver in CCP.
- 3.2 Contractor shall be experienced in providing psychiatric services to adults with serious mental illness and dually diagnosed populations with concurrent substance abuse diagnoses.
- 3.3 Contractor shall provide completed reports and medical records documentation as required by the CSB. Contractor shall also insure timely completion of HMO provider applications or CSB contracts as necessary. It is the responsibility of the contractor to ensure compliance with the CSB credentialing process and maintain all required Professional Liability Insurance Coverage throughout the term of the contract
- 3.4 Contractor shall insure that all services to be provided under the resulting contract are available at all times. If for any reason the contractor is not available to provide these services; it shall be

the Contractor's responsibility to arrange coverage by another D19 psychiatrist who shall meet all of the qualifications established in this solicitation for telephone and clinical coverage as needed.

- 3.5 The Contractor shall provide a minimum of forty-seven (47) weeks of psychiatric services with a minimum of one (1) week allowance for Continuing Medical Education for each year during the initial two (2) year contract term, and any one (1) year renewal term of the contract thereafter at the Contractor's expense.
- 3.6 The Contractor shall provide psychiatric services up to forty (40) hours per week divided over a four (4) consecutive day work week with no less than 75% of consumer contact hours provided in the community. Psychiatric service may be provided up to forty (40) hours per week over a (4) consecutive day work week unless emergent or unavoidable circumstances occur, which can include, but are not limited to inclement weather, District 19 observed holidays, closings of District 19 facilities and clinics, accommodation of District 19 or Contractor delivery of psychiatric service. The Contractor is guaranteed to work no less than forty (40) hours during the scheduled work week unless, emergent or unavoidable circumstances related to the operation of District 19 facilities and clinics supervene upon work hours.
- 3.7 Contractor will establish a set weekly schedule to be agreed upon by the PACT Manager.
- 3.8 Flexing schedule may be allowed with prior approval from the PACT Manager.
- 3.9 The schedule will include Thirty (30) hours per week.
- 3.10 The Contractor will complete a timesheet daily and include start time, lunch time and end time to include hours worked for this service.
- 3.11 Contractor will provide a minimum of Eleven (11) hours per week of billable ICT services to PACT consumers.
- 3.12 Other requirements include, but are not necessarily limited to the following:
  - 3.12.1 Emergency/psychiatric evaluations.
  - 3.12.2 Home visits.
  - 3.12.3 Consultations with CSB program managers, clinicians, nurses, family members and other physicians and psychiatrists.
  - 3.12.4 Participation in clinical staffing.
  - 3.12.5 Completion of forms for consumer entitlement application.
  - 3.12.6 Consultation with D19 CSB Director of Medical Services as requested.
  - 3.12.7 Contractor shall utilize the D19 CSB Director of Medical Services for second opinion as needed.
  - 3.12.8 Contractor will document on appropriate agency forms and electronic health records.
  - 3.12.9 Contractor will comply with established protocols with respect to prescribing of medications. Contractors will only prescribe medications to treat psychiatric disorders. Exceptions may be allowed for a limited time (no more than two months) when a consumer has no established primary care physician and the consumer's health will be adversely affected if "medical meds" are not prescribed.
  - 3.12.10 Contractor shall regularly attend daily organizational staff meetings to assess patient status and progress, to coordinate treatment activities, and to develop treatment solutions to problems other staff are having. Contractor will advise the Adult Clinical Services Manager of all significant clinical program, administrative and community events and situations. Will attend clinical services Manager's meetings as required

and special tasks forces or committees as assigned to raise concerns and strategize solutions.

- 3.12.11 Contractor shall participate in the development of the comprehensive treatment plan for each patient at treatment planning meetings.
- 3.12.12 Contractor shall train staff in the knowledge and skills basic to the treatment of persons with severe and persistent mental illnesses. Will recruit, train, evaluate, authorize leave, design positions, investigate consumer complaints, interview, motivate, promote staff, develop local policies that are within District 19 CSB policies that promote an effective workplace, collaborative team effort and morale. Monitors and reviews client fee collections/reimbursement and coordinates with Central Reimbursement. Determine local need for staff, equipment and supplies and authorizes orders and requests. Makes sure all denials and adjustments are worked up promptly and submitted to Reimbursement by the deadline.
- 3.12.13 Contractor shall direct and collaborate with the registered nurses to develop, revise, maintain, and supervise team psycho-pharmacologic and medical treatment and medication policies and procedures.
- 3.12.14 The contractor shall support the consumer to follow through on medical examinations and treatments by other physicians, performing limited medical assessment and treatment, and coordinating psychotropic with non-psychotropic medication prescription and administration. Provides and oversees direct care management of consumers to include advocating, linking, coordinating, and monitoring rehabilitative services. Provides crisis intervention and stabilization services and oversees intake and assessment using District 19 PACT criteria to determine who will be seen through PACT and who will be referred to other programs to have their needs met.
- 3.13 The following will be considered when evaluating contractor's performance: Professional ability, legibility and completeness of forms/reports, reliability, relationship between contractor, consumer and staff, and adherence to conflict of interest policies.
- 3.14 The contractor will be responsible for collaborating with community providers for PACT consumers who are hospitalized.

#### **4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS**

**4.1 REQUEST FOR PROPOSAL RESPONSE:** In order to be considered for selection, Offerors must submit a complete response to this Request for Proposal. One (1) original and five (5) copies must be submitted to the CSB. No other distribution of the proposal shall be made by the Offeror.

#### **4.2 PROPOSAL PREPARATION:**

- 4.2.1 Proposals shall be signed by an authorized representative of the Offeror. All information requested must be submitted. Failure to submit all information requested may result in the CSB requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.
- 4.2.2 Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the Request for Proposal. Emphasis should be placed on completeness and clarity of content.
- 4.2.3 Proposals should be organized in the order in which the requirements are presented in

the RFP. All pages of the proposal should be numbered. Each paragraph in the proposal should reference the paragraph number of the corresponding section of the RFP. It is also helpful to cite the paragraph number, subnumber and repeat the text of the requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subnumber should be cross-repeated at the top of the next page. The proposal should contain a table of contents, which cross-references the RFP requirements. 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. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where the RFP requirements are specifically addressed.

4.2.4 Each copy of the proposal should be bound or contained in a single volume where practical. All documentation submitted with the proposal should be contained in that single volume.

4.2.5 Ownership of all data, materials and documentation originated and prepared for the CSB pursuant to the Request for Proposal shall belong exclusively to the CSB and be subject to public inspection in accordance with the Virginia Freedom of Information Act. Trade secrets or 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 11-52D of the Code of Virginia, in writing, either before or at the time of 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 be indicated on the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal as proprietary or trade secrets is not acceptable and will result in rejection and return of the proposal.

4.3 **ORAL PRESENTATION:** Offerors who submit a proposal in response to this Request for Proposal may be required to give an oral presentation of their proposal to the CSB. This will provide an opportunity for the Offeror to clarify or elaborate on this proposal. This is a fact finding and explanation session only and does not include negotiation. The issuing agency will schedule the time and location of this presentation. Oral presentations are an option of the issuing agency and may or may not be conducted.

4.4 **SPECIFIC PROPOSAL REQUIREMENTS:** Proposals should be as thorough and detailed as possible so that the CSB may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items as a complete proposal:

4.4.1 The return of the Request for Proposal cover sheet and addenda acknowledgements, if any, signed and filled out as required.

4.4.2 Complete Contractor Data Sheet (Attachment A)

4.4.3 A written narrative statement to include:

1. Experience and qualifications in providing the services described within. Include copies of all applicable licenses, CV (curriculum vitae), resume, certifications, insurances, and a verifiable list of the HMO's in which the offeror is a provider.
2. Experience in providing services to public mental health operations and to the

consumers described within.

4.4.4 Specific plans for providing the proposal services including:

1. Commitment summary to provide services as described within. Proposals shall include any additional information regarding any limitations, exceptions, or exclusions or services, and a description of any assumptions made not herein addressed.
2. Ability to meet the CSB's scheduling requirements at several sites with personnel resources and present commitments.

**4.5 LATE PROPOSALS:** To be considered for selection, proposals must be received by the CSB by the designated date and hour. Proposals received in the CSB office after the date and hour designated are automatically disqualified and will not be considered. The CSB is not responsible for delays in the delivery of mail by the U. S. Postal Service or private couriers. It is the sole responsibility of the Offeror to insure that his proposal reaches the CSB office by the designated date and hour. Receipt of proposals scheduled during a period of suspended CSB business operations will be rescheduled for procession at the same time on the next regular business day.

**5.0 EVALUATION CRITERIA AND AWARD**

**5.1 EVALUATION CRITERIA:** Each proposal will be evaluated by the CSB using the following criteria:

<u>CRITERIA</u>	<u>WEIGHTS</u>
A. Experience and qualifications of the Contractor and any additional staff, if applicable, in providing psychiatric services to include Mental Health and Substance Abuse problems.	25
B. Experience and qualifications of the Contractor and any additional staff, if applicable, in providing mental health and substance abuse psychiatric services to: -urban and rural racially, culturally, and financially diverse communities. -seriously mentally ill and multiply diagnosed (MH, SA) populations. -substance abuse populations with HIV implications. -all age groups. -community based treatment and diversion of patients from state hospitals.	35
C. Specific plans, methodology, approach for providing services. Knowledge and experience for the PACT model.	10
D. Experience of the Contractor with public mental health, substance abuse and mental retardation organizations (state mental health facilities, community services boards, etc.)	10
E. Demonstrated ability of the Contractor to cooperatively work with all members of a multi-disciplinary treatment team.	10
F. Demonstrated evidence of continuing education in latest psychotropic treatments and evidence of implementation in practice.	<u>10</u>
TOTAL	100

**5.2 AWARD OF CONTRACT:** The CSB may engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposal project, as well as alternative concepts. At the discussion stage, the CSB may discuss nonbinding estimates of total project costs, including, but not limited to, life cycle costing and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to the competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the CSB shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the CSB can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations conducted with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the CSB determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. If one Offeror cannot provide the total services requested, the CSB reserves the right to make a multi-award of this solicitation.

## **6.0 GENERAL TERMS AND CONDITIONS**

**A. VENDORS MANUAL:** This solicitation is subject to the provisions District 19 Community Services Board *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at [www.d19csb.com](http://www.d19csb.com).

**B. 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.

The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

**C. ANTI-DISCRIMINATION:**

By submitting their bids/proposals, bidders/offerors certify to District 19 CSB that they 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 § 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 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*, §2.2-4343.1E).

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.
- a. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements of this section.
- b. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- c. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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.

**D. ETHICS IN PUBLIC CONTRACTING:**

By submitting their bids/proposals, bidders/offerors certify that their bids/proposals are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder/offeror, supplier, manufacturer or subcontractor in connection with their bid/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 value, present or promised, unless consideration of substantially equal or greater value was exchanged.

**E. IMMIGRATION REFORM AND CONTROL ACT OF 1986:** Applicable for all contracts over \$10,000: By entering into a written contract with District 19 CSB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

**F. DEBARMENT STATUS:**

By submitting their bids/proposals, bidders/offerors certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling 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.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

**G. ANTITRUST:**

By entering into a contract, the contractor conveys, sells, assigns, and transfers to District 19 CSB all rights, title and interest in and to all causes of 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 District 19 CSB under said contract.

**H. MANDATORY USE OF CSB FORM AND TERMS AND CONDITIONS:**

Failure to submit a bid on the official District 19 CSB form provided for that purpose may be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bid or Unsealed Bid may be cause for rejection of the bid; however, District 19 CSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, District 19 CSB may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

**I. CLARIFICATION OF TERMS:**

If any prospective bidder/offeror has questions about the specifications or other solicitation documents, the prospective bidder/offeror should contact the buyer whose name appears on the face of the solicitation no later than five working days before the due date. Any revisions to the solicitation will be made only by addendum issued by the buyer.

**J. PAYMENT:**

**I. To Prime Contractor:**

a. Invoices for items ordered, delivered and accepted shall be submitted by the contractor directly to the payment address shown on the purchase order/contract. All invoices shall show the contract number and/or purchase order number; social security number (for individual contractors) or the federal employer identification number (for proprietorships, partnerships, and corporations).

b. 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. This shall not affect offers of discounts for payment in less than 30 days, however.

c. All goods or services provided under this contract or purchase order, that are to be paid for with public funds, shall be billed by the contractor at the contract price, regardless of which public agency is being billed.

d. The following shall be deemed to be the date of payment: the date of postmark in all cases where payment is made by mail, or when offset proceedings have been instituted as authorized under the Virginia Debt Collection Act.

e. **Unreasonable Charges.** Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, D19 CSB shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. Within seven (7) days of the contractor's receipt of payment from D19 CSB, a contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or
- (2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

b. The contractor is obligated to pay the subcontractor(s) interest at the rate of one percent per month (unless otherwise provided under the terms of the contract) on all amounts owed by the contractor that remain unpaid seven (7) days following receipt of payment from District 19 CSB, except for amounts withheld as stated in (2) above. The date of mailing of any payment by U. S. Mail is deemed to be payment to the addressee. These provisions apply to each sub-tier contractor performing under the primary contract. A contractor's obligation to pay an interest charge to a subcontractor may not be construed to be an obligation of District 19 CSB.

**K. PRECEDENCE OF TERMS:**

The following General Terms and Conditions, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF DISTRICT 19 CSB FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS, PAYMENT shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.

**L. QUALIFICATIONS OF BIDDERS/OFFERORS:**

District 19 CSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder/offeror to perform the services/furnish the goods and the bidder/offeror shall furnish to District 19 CSB all such information and data for this purpose as may be requested. District 19 CSB reserves the right to inspect bidder's/offeror's physical facilities prior to award to satisfy questions regarding the bidder's/offeror's capabilities. District 19 CSB further reserves the right to reject any bid/proposal if the evidence submitted by, or investigations of, such bidder/offeror fails to satisfy District 19 CSB that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

**M. TESTING AND INSPECTION:**

District 19 CSB reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

**N. ASSIGNMENT OF CONTRACT:**

A contract shall not be assignable by the contractor in whole or in part without the written consent of District 19 CSB.

**O. CHANGES TO THE CONTRACT:**

Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. District 19 CSB Purchasing department may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:

a. By mutual agreement between the parties in writing; or

b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or

c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings

realized. The contractor shall present the Purchasing department with all vouchers and records of expenses incurred and savings realized. The Purchasing department shall have the right to audit the records

of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing department within thirty (30) days from the date of receipt of the written order from the Purchasing department. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of District 19 CSB *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing department or with the performance of the contract generally.

**P. DEFAULT:**

In case of failure to deliver goods or services in accordance with the contract terms and conditions, District 19 CSB, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which District 19 CSB may have.

**Q. INSURANCE:**

Professional Liability/Errors and Omissions during the full contract term:

July 1, 2019 through June 30, 2020 \$2.40 million

July 1, 2020 through June 30, 2021 \$2.45 million

July 1, 2021 through June 30, 2022 \$2.50 million

July 1, 2022 through June 30, 2023 \$2.55 million

July 1, 2023 through June 30, 2024 \$2.60 million

July 1, 2024 through June 30, 2025 \$2.65million

**R. ANNOUNCEMENT OF AWARD:**

Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on District 19 CSB's public procurement bulletin board and on the website [www.d19csb.com](http://www.d19csb.com) for a minimum of 10 days.

**S. DRUG-FREE WORKPLACE:**

During the performance of this contract, the contractor agrees to (i) provide a drug free workplace for the 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 the 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 the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of 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.

**T. NONDISCRIMINATION OF CONTRACTORS:**

A bidder, 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, disability, faith based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless District 19 CSB, state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. 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.

**U. AVAILABILITY OF FUNDS:**

It is understood and agreed between the parties herein that District 19 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.

**V. BID PRICE CURRENCY:**

Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

**W. AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:**

A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as 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.

## **7.0 SPECIAL TERMS AND CONDITIONS**

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the District 19 Community Services Board, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AWARD:** The District 19 Community Services Board (CSB) may engage in individual discussions with two or more Offerors deemed fully qualified, responsible and suitable on the basis of initial responses and with emphasis on professional competence, to provide the required services. Repetitive informal interviews shall be permissible. Such Offerors shall be encouraged to elaborate on their qualifications and performance data or staff expertise pertinent to the proposal project, as well as alternative concepts. At the discussion stage, the CSB may discuss nonbinding estimates of total project costs, including, but not limited to, life cycle costing and where appropriate, nonbinding estimates of price for services. Proprietary information from competing Offerors shall not be disclosed to the public or to the competitors. At the conclusion of the informal interviews, on the basis of evaluation factors published in the Request for Proposals and all information developed in the selection process to this point, the CSB shall select, in the order of preference, two or more Offerors whose professional qualifications and proposed services are deemed most meritorious. Negotiations shall then be conducted, beginning with the Offeror ranked first. If a contract satisfactory and advantageous to the CSB can be negotiated at a price considered fair and reasonable, the award shall be made to that Offeror. Otherwise, negotiations with the Offeror ranked first shall be formally terminated and negotiations begin with the Offeror ranked second, and so on, until such a contract can be negotiated at a fair and reasonable price. Should the CSB determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified and suitable than the others under consideration, a contract may be negotiated and awarded to that Offeror. If one Offeror cannot provide the total services requested, the CSB reserves the right to make a multi-award of this solicitation.
- C. **CANCELLATION OF CONTRACT:** The District 19 Community Services Board reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 90 days written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The Contractor assures that information and data obtained as to personal facts and circumstances related to consumers will be collected and held confidential, during and following the term of this agreements, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and District 19 Community

Services Board's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow District 19 to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

- E. CONTRACT MANAGEMENT AND ADMINISTRATION:** The contract manager appointed by the District 19 Community Services Board will be the PACT Manager who will be responsible for monitoring contractor performance, resolving contractual issues, and interpreting contractual terms and conditions. Further, the PACT Manager may pursue any issue(s), relating to the contract agreement that results from this solicitation that are in the best interest of the District 19 Community Services Board. The PACT Manager is not authorized to make or authorize changes to the contract, to approve additional work or expenditures, or to change deliverables or timeframes. Requests for such changes shall be directed to the Purchasing Officer.
- F. CRIMINAL CONVICTIONS:** By submitting their proposals, Offerors certify that they and their employees that will be performing services under this contract are free of any criminal conviction that indicates a behavior that may pose a risk or threat to the District 19 Community Services Board. Verification of certification shall be made available to the District 19 Community Services Board upon request with ten (10) working days.
- G. DISPUTES:** Disputes shall be communicated between Contractors's assigned coordinator and assigned District 19 Community Services Board official, who will attempt to negotiate resolution of dispute. If the condition is not corrected, the coordinator and official shall meet with the District 19 Community Services Board's Contract Officer who will negotiate resolution of the dispute. If the condition is not corrected at the above level, a meeting shall be scheduled with the District 19 Community Services Board Executive Director or his designee by the District 19 Community Services Board Contract Officer, including all interested parties. The decision of the District 19 Community Services Board Executive Director shall be final.
- H. HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT COMPLIANCE:** The Provider agrees to sign and Business Associate Agreement when requested by the Department in compliance with the Health Insurance Portability and Accounting Act effective April 14, 2003. Failure to execute the Business Associate Agreement may result in termination of this agreement.
- I. HIPAA PRIVACY RULE:** It is the policy of District 19 Community Services Board that all staff, students, volunteers, interns, residents, and contract workers will comply with the HIPAA Privacy Rule, the Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers of Mental Health, Mental Retardation and Substance Abuse Services ("Human Rights Regulations"), and other related state and federal laws and regulations. Violations should be reported according to the protocols established in the District 19 Community Services Board Compliance Plan.
- J. HUMAN RIGHTS POLICY:** The contractor shall comply with and adopt the Board's Human Rights Policy. This policy complies with the Community Human Rights Regulations promulgated in 2007 and has been approved by the State Human Rights Committee. For a copy of this policy, please contact Theoria M. Nixon at (804) 862-8054, ext. 3102 or a copy can be obtained at 20 West Bank Street, Suite 7, Petersburg, VA 23803.

**K. IDENTIFICATION OF PROPOSAL ENVELOPE:** If a special envelope is not furnished, or if return in the special envelope is not possible, the signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

**SEALED PROPOSAL**

From: \_\_\_\_\_

<b>Name of Offeror</b>	<b>Due Date</b>	<b>Time</b>
		<b>0731-2024-PACT</b>
<b>Street or Box Number</b>	<b>RFP #</b>	
		<b>PACT Psychiatric Services</b>
<b>City, State, Zip Code</b>	<b>RFP Title</b>	

**Name of Purchasing Officer:** \_\_\_\_\_

The envelope should be addressed as directed on Page 1 of the solicitation.

If a proposal not contained in the special envelope is mailed, the Offeror takes the risk that the envelope, even if marked as described above, may be inadvertently opened and the information compromised which may cause the proposal to be disqualified. Proposals may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Proposals should be placed in the envelope.

**L. INSPECTION OF JOB SITE:** My signature on this solicitation constitutes certification that I have inspected the job site and am aware of the conditions under which the work must be accomplished. Claims, as a result of failure to inspect the job site, will not be considered by the District 19 Community Services Board.

**M. MINORITY/WOMEN OWNED BUSINESSES SUBCONTRACTING AND REPORTING:** When it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such business to minority and/or women owned businesses. Names of firms may be available from the buyer and/or from the Division of Purchases and Supply. When such business has been subcontracted to these firms and upon completion of the contract, the contractor agrees to furnish the purchasing office the following information: name of firm, phone number, total dollar amount subcontracted and type of product/service provided.

**N. OWNERSHIP OF DOCUMENTS:** Any reports, studies, photographs, negatives, or other documents prepared by the Contractor in the performance of its obligation under this contract shall be remitted to the District 19 Community Services Board. Contractor shall not use, willingly allow or cause to have such materials used for any purpose other than performance of Contractor's obligation under this contract without prior written consent of the District 19 Community Services Board.

**O. PROPOSAL ACCEPTANCE PERIOD:** Any proposal resulting from this solicitation shall be valid for sixty (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.



- P. **REJECTION OF PROPOSALS:** The District 19 Community Services Board reserves the right to reject any and all proposals when such rejection is in the best interest of the District 19 Community Services Board, and to reject the proposal of an Offeror who is not in a position to perform the contract.
- Q. **RENEWAL OF CONTRACT:** This contract may be renewed by the District 19 Community Services Board for a period of three (3) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Written notice of the District 19 Community Services Board's intention to renew shall be given approximately 90 days prior to the expiration date of each contract period.
1. If the District 19 Community Services Board elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the "Medical Care Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
  2. If during any subsequent renewal periods, the District 19 Community Services Board elects to exercise the option to renew the contract, the contract price(s) for the subsequent renewal period shall not exceed the contract price(s) of the previous renewal period increased/decreased by more than the percentage increase/decrease of the "Medical Care Services" category of the CPI-W section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- R. **SUBCONTRACTS:** No portion of the work shall be subcontracted without prior written consent of the District 19 Community Services Board. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by his subcontractor(s) and shall assure compliance with all requirements of the contract.
- S. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

**T. CONTRACTOR/SUBCONTRACTOR LICENSE REQUIREMENT:** By my signature on this solicitation, I certify that this firm/individual and subcontractor is properly licensed for providing the goods/services specified.

Contractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

Subcontractor Name: \_\_\_\_\_

License # \_\_\_\_\_ Type \_\_\_\_\_

## **8.0 METHOD OF PAYMENT**

The Contractor will be paid bi-weekly in accordance with invoices submitted for all services provided during the previous month. Invoices shall include the following:

- a. Contract number
- b. Dates and description of services provided
- c. Total amount due for the month
- d. Location where services are provided

Invoice is to be submitted to: District 19 Community Services Board  
Attention: Accounts Payable Department  
20 W. Bank Street, Suite #2  
Petersburg, VA 23803

## **9. MILEAGE REIMBURSEMENT**

Mileage reimbursement shall only be reimbursed to the Contractor when a District 19 Community Services' vehicle is not available for use. All applicable mileage reimbursement rates are set by the Commonwealth of Virginia and the Community Services Board travel policy. The reimbursement of mileage will be paid upon completion of the CSB Travel Request Reimbursement form and approval granted by the Clinical Services Manager.

# ATTACHMENT A

## CONTRACTOR DATA SHEET

**Note:** The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive.

1. **Qualification:** The vendor must have the capability and capacity in all respects to satisfy fully all of the contractual requirements.

2. **Vendor's Primary Contact:**

Name: \_\_\_\_\_ Phone: \_\_\_\_\_

3. **Years in Business:** indicate the length of time you have been in business providing this \_\_\_\_\_ type of good or service.  
\_\_\_\_\_ Years \_\_\_\_\_ Months

4. **Vendor Information:**

FIN or FEI Number: \_\_\_\_\_ If Company, Corporation or Partnership  
Social Security Number: \_\_\_\_\_ If Individual

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar services to. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

B. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

C. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

D. Company: \_\_\_\_\_ Contact: \_\_\_\_\_

Phone: (\_\_\_\_) \_\_\_\_\_ Fax: (\_\_\_\_) \_\_\_\_\_

Project: \_\_\_\_\_

Dates of Service: \_\_\_\_\_ \$ Value: \_\_\_\_\_

**I certify the accuracy of this information.**

Signed: \_\_\_\_\_ Title: \_\_\_\_\_ Date: \_\_\_\_\_

## ATTACHMENT B

### State Corporation Commission Form

**Virginia State Corporation Commission (SCC) registration information. The bidder:**

- is a corporation or other business entity with the following SCC identification number: \_\_\_\_\_ -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is 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 bidder 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 bidder's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder'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 the following box 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 bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):**