

Commonwealth of Virginia

REQUEST FOR APPLICATIONS

Issue Date: May 6, 2009

Issue Title: **Projects for Assistance in Transition from Homelessness (PATH)**

Issuing Agency: Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) - P.O. Box 1797, Richmond, Virginia 23218-1797

Using Agency and Location Where Work Will Be Performed: Statewide

Period of the Contract: September 1, 2009 through August 31, 2010

Renewals: Contract may be renewed continuously upon mutual agreement between all parties, acceptable performance of Contractor, and continued availability of funding.

Applications will be received for furnishing services described herein until:

June 8, 2009 - 1:00 PM EST

All inquiries for information shall be directed to:

Proposal Preparation and General Procedural Queries:	Dick Myers 804-786-6632
Copies of RFA:	

NOTE:

To ensure that all questions receive responses, interested vendors are requested to submit questions via facsimile to 804-786-3827 using the enclosed Form 1—Fax Back Solicitation Questions to include e-mail address, voice and fax phone numbers by no later than 3:00 pm EST on May 18, 2009.

May be obtained at www.dmhmrsas.virginia.gov, on the left side under DMHMRSAS click on Procurement. Then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

Proposal Delivery Information

All Applications shall be addressed: **DMHMRSAS, Office of Administrative Services**. If mailed through the U.S. Mail, send directly to **P.O. Box 1797, Richmond, VA 23218-1797**; if sent using **Overnight Express Service, Courier or Hand Delivered** send directly to **Jefferson Building, 1st Floor - Room 108, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with RFA number and opening date and time. It is the contractor's responsibility to assure that proposals are received and logged in by Procurement Operations staff at the location indicated by the date and time above, regardless of the method of delivery. LATE proposals will NOT be accepted under any circumstances. The above page and this signature page **must** accompany your proposal, with all information supplied and signatures applied as required.

IN COMPLIANCE WITH THE ABOVE REFERENCED REQUEST FOR APPLICATION AND TO ALL THE CONDITIONS IMPOSED HEREIN, IN FACT OR 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.

Respondent Name and Address:

_____	Date: _____
_____	By: _____
_____	<i>(Official Signature in Ink)</i>
Telephone: _____	Printed Name: _____
FEI/FIN Number: _____	Title: _____

Fiscal Responsibility (if different from Respondent):	
Agency/Organization Name and Address:	
_____	Date: _____
_____	Name: _____
	(Printed)
_____	By: _____
	(Signature in Ink)
Telephone: _____	Title: _____
FEI/FIN #: _____	

FAX BACK:

Your assistance is requested. Please fax back by May 18, 2009.

TO: Dick Myers – Office of Administrative Services
Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services
Richmond, Virginia 23218

FAX TO: 804-786-3827

The organization below (check any that apply):

Intends to prepare and submit an application to the above referenced solicitation.

Our contact person will be: _____

Contact voice phone number is: _____

Contact fax number is: _____

Contact E-Mail Address: _____

Does NOT intend to respond to the above referenced solicitation.

Other message: _____

Respondent Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

FORM 2-- Fax Back Solicitation Questions
RFA#
No Fax Cover Sheet Is Required.

FAX BACK: Questions will be accepted through May 18, 2009

TO: Office of Administrative Services - Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services - Richmond, Virginia 23218

FAX TO: 804-786-3827

Please record your question(s) regarding the above referenced solicitation:

Your Company:

Your Name:

Your Voice Phone:

E-Mail:

Fax Phone:

1.0 PURPOSE:

The Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS) is an agency of the Commonwealth of Virginia. DMHMRSAS provides leadership and services to improve Virginia's system of quality treatment, habilitation, and prevention services for individuals and their families whose lives are affected by mental illness, intellectual disabilities, and/or substance use disorders. Our vision is of a consumer-driven system of services and supports that promotes self-determination, empowerment, recovery, resilience, health, and the highest possible level of consumer participation in all aspects of community life including work, school, family and other meaningful relationships.

The Agency provides services and supports through a network of 40 Community Services Boards (CSBs), which administer several hundred community mental health programs statewide, and 16 state-operated inpatient hospitals and training centers.

Background and Purpose of PATH Program

Projects for Assistance in Transition from Homelessness (PATH) is a formula grant program provided by the federal Substance Abuse and Mental Health Services Administration's Center for Mental Health Services (CMHS), an agency of the U.S. Department of Health and Human Services, funded under the Stewart B. McKinney Homeless Assistance Amendments Act of 1990 (P.L. 101-645, Title V, Subtitle B, Part C). The purpose of the PATH program is to provide services to individuals who are homeless or at imminent risk of becoming homeless and who suffer from serious mental illness (SMI) or SMI and co-occurring substance use disorders (SUDs). (See the sections that follow for specific definitions of the PATH-eligible target population and services.)

The Virginia Department of Mental Health, Mental Retardation and Substance Abuse Services (DMHMRSAS), Office of Mental Health Services, has managed Virginia's federally-funded PATH program since 1991. Since that time, PATH programs have operated in 20 communities across the state by Community Services Boards, not-for-profit organizations and one consumer-run organization that provide PATH services to an average of 2,500 enrolled consumers each year. Additionally, up to 3,500 homeless persons have received outreach services in these programs each year. Other services provided most often by PATH programs include screening and diagnostic treatment, case management, assistance with accessing temporary shelter and supportive housing programs, and referrals to primary health care and other needed social services.

Respondent Eligibility and Expectations

Eligible Respondents: DMHMRSAS is soliciting applications for PATH programs from Community Services Boards (CSBs), Behavioral Health Authorities (BHAs) and not-for-profit community-based 501(c)(3) organizations which have experience in providing services to homeless persons, including veterans, with Serious Mental Illness and/or co-occurring Substance Use Disorders. Funding for these programs will begin September 1, 2009. Responses from non-profit community-based organizations must demonstrate collaboration and coordination with the CSB/BHA operating in their proposed service areas in order to ensure successful engagement with mental health and substance abuse treatment services.

Funds Available: DMHMRSAS expects to receive approximately \$1,248,000 in federal PATH funds from CMHS from which up to 20 awards will be made. The average annual project awards are expected to range between \$50,000 and \$100,000. In order to avoid duplication of services, only one PATH application will be funded in the same CSB/BHA catchment area; Respondents with large geographic service areas, or eligible not-for-profit organizations wishing to provide PATH services, are encouraged to submit applications demonstrating a collaborative lead agency/subcontractor relationship. Respondents may propose more than one project to serve additional consumers at distinct locations, and regional collaborations between organizations with the capacity to provide PATH services as described herein are encouraged. Current PATH grantees are encouraged to submit applications to continue or modify existing programs.

Evaluation Criteria: Specific evaluation criteria and scoring information can be found in Section 5 of this document; in general, applications received in response to this RFA will be rated based on documented need for PATH services, organizational capacity and experience, program design, coordination and collaboration, leveraging of resources, and geographic distribution. Responses, including those from existing PATH providers also will be evaluated on past performance in providing appropriate services to the target population.

DMHMRSAS reserves the right to negotiate modifications to budgets and other content in submitted responses with any and all Respondents, and final funding decisions will be made solely by DMHMRSAS. **Respondents should be aware that federal PATH program regulations require a \$1 match for every \$3 of federal PATH funds requested (a minimum match of 33% of the federal award is required, but the Respondent's match may exceed this amount as appropriate to the program design). The Respondent's match may be provided in the form of cash contributions from non-federal public or private sources, and/or from in-kind contributions of physical plant, equipment, and services. The match may not include amounts provided by the federal grants nor any in-kind services assisted or subsidized to any significant extent by the federal government. Any cash or in-kind resources used to meet the match requirement must be dedicated solely to the purpose of operating the PATH program.**

Funding Restrictions: Detailed descriptions of the PATH target population and services to be provided can be found in this document beginning on page 7. PATH funds may not be expended to support emergency shelters or construction of housing facilities, to fund the cost of inpatient psychiatric or substance abuse treatment, or to make cash payments directly to PATH consumers.

Targeting Services: PATH funds should be used to support those services designed for homeless individuals that are not available through mainstream service systems, such as outreach and engagement, case-finding, assistance with identifying and securing housing, and substantial assistance with accessing entitlements and Social Security disability benefits. PATH funds should be prioritized to serve those most in need, i.e., persons who are literally homeless and who were previously unknown to or not engaged in the mental health system. In urban areas, targeted PATH consumers will be found in streets, shelters, and jails; in rural areas, PATH consumers may also be found in unsuitable or unstable and transient housing situations. (Refer to definition of the target population beginning on page 7.) DMHMRSAS will evaluate Respondents' estimates of need for PATH services and plans to provide appropriate services to the target population.

Leveraging: PATH funds are intended to be used in ways that leverage mainstream services and resources, and not in projects which attempt to provide stand-alone solutions to the needs of PATH-eligible persons. Leveraging requires collaboration with other community-based organizations, education about the needs of, and advocacy for appropriate interventions with, persons who are homeless and have Serious Mental Illnesses and/or co-occurring Serious Mental Illness and Substance Use Disorders. Successful transition from homelessness to stable housing for this population requires access to a variety of community supports and opportunities. DMHMRSAS will evaluate Respondents' evidence of stakeholder collaboration and community support.

Capacity to Serve the Target Population: PATH-eligible consumers often have co-occurring Serious Mental Illness (SMI) and Substance Use Disorders (SUD) which magnify and complicate the social problems of homelessness. Effective interventions require the use of specific skills and tools by staff who have been cross-trained in finding, recognizing, engaging, and treating persons with co-occurring disorders. Peer support and peer counseling are important components of successful approaches to recovery, as are collaboration and cooperation among service providers and natural supports. Recommendations from family members, consumers, and mental health, substance abuse, and housing agencies should be solicited and documented as part of preparing the application. DMHMRSAS will evaluate Respondents' understanding of and experience with meeting the needs of the target population.

Housing: Ending homelessness among persons with mental illness often requires supported housing. Other housing models, such as group homes and transitional apartments, are helpful for some individuals for some length of time, but only permanent, affordable housing from which people are able to access individualized supports will ensure successful transitions from homelessness for most people with SMI and/or co-occurring SUD. The right to choose one's own living arrangements from an array of options has been shown to be a critical element of successfully establishing and maintaining stable housing. DMHMRSAS will evaluate the Respondent's ability to provide access to appropriate housing.

Definitions of the Target Population and Services To Be Provided

The following sections define the target population of consumers to be served and the services allowable under the federal PATH grant program.

Definition Of PATH Target Population:

Homeless Individual: The operational definition for determining homelessness is derived from the McKinney legislation. The term "homeless individual" includes persons who lack a fixed regular and adequate nighttime residence. It also includes persons whose primary nighttime residence is either a supervised public or private shelter designed to provide temporary living accommodations; an institution that provides a temporary residence for individuals intended to be institutionalized; or a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, such as the street, parks, alleys, woods, temporary encampments, under bridges, in abandoned buildings, etc.

Imminent risk of becoming homeless: The term "imminent risk of becoming homeless" includes persons who have experienced chronic and continuing housing displacement; are threatened with imminent loss of housing or eviction from their home due to overcrowded conditions or "doubled up" living arrangements where the individual's name is not on the lease; are living in a condemned building without a place to move; are behind in rent/utility payments and have received an eviction notice without a place to move; are living in time-limited temporary or transitional housing; are being discharged from a health care or criminal justice institution without a place to live; and were homeless (i.e., met the definition of "homeless individual" above) at admission and have no other housing resources or supports available upon discharge. "Imminent" means within the next seven (7) days, but may occasionally refer to a slightly longer time.

Serious Mental Illness (SMI): The DMHMRSAS Comprehensive State Plan 2008-2014 (CSP 2008-2014) establishes the current definition of SMI used in Virginia. Serious Mental Illness (SMI) means a severe and persistent mental or emotional disorder that seriously impairs the functioning of adults, 18 years of age or older, in such primary aspects of daily living as personal relations, self-care skills, living arrangements, or employment. Individuals with serious mental illness who have also been diagnosed as having a substance use disorder or mental retardation are included in this definition. Serious mental illness is defined along three dimensions: diagnosis, level of disability, and duration of illness, as follows (CSP 2008-2014, p. 13):

Diagnosis

An individual must have a major mental disorder, diagnosed under the *Diagnostic and Statistical Manual of Mental Disorders* (DSM IV, Fourth Edition). These disorders are: schizophrenia, major affective disorders, paranoia, organic or other psychotic disorders, personality disorders, or other disorders that may lead to chronic disability.

Level of Disability

There must be evidence of severe and recurrent disability resulting from mental illness that must result in functional limitations in major life activities. Individuals should meet at least two of the following criteria on a continuing or intermittent basis.

- a. Is unemployed or employed in a sheltered setting or supportive work situation, has markedly limited or reduced employment skills, or has a poor employment history.
- b. Requires public financial assistance to remain in the community and may be unable to procure such assistance without help.
- c. Has difficulty in establishing or maintaining a personal social support system.
- d. Requires assistance in basic living skills such as personal hygiene, food preparation, or money management.
- e. Exhibits inappropriate behavior, which often results in intervention by the mental health or judicial system.

Duration

The individual is expected to require services of an extended duration, or his treatment history meets at least one of the following criteria:

- a) The individual has undergone psychiatric treatment more intensive than outpatient care, such as crisis response services, alternative home care, partial hospitalization, or inpatient hospitalization, more than once in his or her lifetime.

- b) The individual has experienced an episode of continuous, supportive residential care, other than hospitalization, for a long enough period to have significantly disrupted the normal living situation.

Co-Occurring Serious Mental Illness and Substance Use Disorders: Persons who meet both the definition of Serious Mental Illness (SMI) above and one of the following definitions of Substance Use Disorder (SUD) would fall in the category of “co-occurring.” There are two levels of SUDs: substance addiction (dependence) or substance abuse.

Substance addiction (dependence), as defined by the International Classification of Diseases, 9th Revision (ICD-9), means uncontrollable substance-seeking behavior involving compulsive use of high doses of one or more substances resulting in substantial impairment of functioning and health. Tolerance and withdrawal are characteristics associated with dependence. Dependence is a maladaptive pattern of substance use, leading to clinically significant impairment or distress, as manifested by three (or more) of the following occurring at any time in the same 12-month period.

- a) Needing markedly increased amounts of the substance to achieve intoxication or a desired effect or having a markedly diminished effect with continued use of the same
- b) Having the characteristic withdrawal syndrome for the substance or the same (or a closely related) substance is taken to relieve or avoid withdrawal symptoms;
- c) Taking larger amounts of the substance or over a longer period than was intended;
- d) Having a persistent desire or unsuccessful efforts to cut down or control substance use;
- e) Spending a great deal of time on activities necessary to obtain the substance, use the substance, or recover from its effects;
- f) Giving up or reducing important social, occupational, or recreational activities because of substance use; and
- g) Continuing substance use despite knowledge of having a persistent or recurrent physical or psychological problem that is likely to have been caused or exacerbated by the substance.

Substance abuse as defined by ICD-9, means a maladaptive pattern of substance use manifested by recurrent and significant adverse consequences related to the repeated use of substances. It leads to clinically significant impairment or distress, as manifested by one (or more) of the following occurring within a 12-month period:

- a) Recurrent substance use resulting in a failure to fulfill major role obligations at work, school, or home (e.g., repeated absences or poor work performance related to substance use; substance-related absences, suspensions, or expulsions from school; neglect of children or household);
- b) Recurrent substance use in situations in which it is physically hazardous (e.g., driving an automobile or operating a machine when impaired by substance use);
- c) Recurrent substance-related legal problems (e.g., arrests for substance-related disorderly conduct); and
- d) Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance (e.g., arguments with spouse about consequences of intoxication, physical fights).

Services Provided by PATH Programs

Federal PATH funds are designed to provide services and supports to the target population to outreach, identify and engage such persons into services with the end goal of transitioning from homelessness or risk of homelessness into needed behavioral health, social services and housing in order to promote recovery and self-determination. Two basic categories of services are provided by PATH programs; these include Non-Housing Related Services and Housing-Related Services. The following sections define the allowable services to be provided by PATH programs.

Definition Of Allowable PATH Services: Non-Housing-Related

Outreach: The process of identifying and engaging individuals into treatment who do not access traditional services. Often individuals appropriate for PATH services have experienced chronic homelessness and untreated mental illness/substance abuse for many years and are not engaged in services. Effective outreach utilizes strategies aimed at engaging persons into the needed array of services, including identification of individuals in need, screening, developing rapport and trust, offering support while assisting with immediate and basic needs, and referral to appropriate resources. Outreach results in increased access to and utilization of community services by people who are homeless and have SMI and or co-occurring SMI/SUDs. Outreach can be provided in several ways:

- a) Active outreach is defined as face-to-face interaction with literally homeless people in streets, shelters, under bridges, and in other non-traditional settings. In active outreach, workers seek out homeless individuals where they live or congregate.
- b) Outreach may include methods such as distribution of flyers and other written information, public service announcements, and other indirect methods.
- c) Outreach may also include “in-reach”, defined as when outreach staff are placed in a service site frequented by homeless people, such as a shelter, community resource center or feeding program, and direct, face-to-face interactions occur at that site. In this form of outreach, homeless individuals may seek out outreach workers, or vice-versa.

Screening and Diagnostic Treatment: A continuum of assessment services that ranges from brief eligibility screening to comprehensive clinical assessment.

Habilitation and Rehabilitation Services: Community-based treatment and education services designed to promote maximum functioning, a sense of well-being, and a personally satisfying level of independence for individuals.

Community Mental Health Services: Community-based supportive and treatment services designed to stabilize and provide ongoing supports and services to individuals with mental illnesses/co-occurring disorders. This general category does not include case management, alcohol or drug treatment and/or habilitation and rehabilitation, since they are defined separately in this document. If the PATH program does not itself provide Community Mental Health Services, successfully connecting the individual to such services, whether provided by other programs within the host agency or by other outside agencies, is also required.

Alcohol or Drug Treatment: Preventive, diagnostic, and other outpatient treatment services as well as support for people who have a psychological and/or physical dependence on one or more addictive substances, and a co-occurring mental illness. If the PATH program does not itself provide Alcohol or Drug Treatment, successfully connecting the individual to such services, whether provided by other programs within the host agency or by other outside agencies, is also required.

Staff Training: Services, sessions, materials, packages or programs designed to increase the knowledge or skills of individuals who work in shelters, mental health clinics, substance abuse programs and other sites regarding the needs of the target population, job related responsibilities and service delivery strategies to promote effective services and best practices.

Case Management: Services that develop case plans for accessing community services for PATH-eligible consumers. The case plans should be developed in partnership with PATH consumers to coordinate evaluation, treatment, housing and/or care of individuals and be tailored to individual needs and preferences. Case Managers assist the individual in accessing needed services, coordinate the delivery of services in accordance with the case plan, and follow up and monitor progress. Activities may include financial planning, access to entitlement benefits, referrals to community mental health and drug/alcohol treatment services, medical care, representative payee services, etc.

Supportive and Supervisory Services in Residential Settings: Services provided in residential settings that are designed to support individuals during their transition from homelessness into mainstream services.

Definition Of Allowable PATH Services: Housing-Related

As stated previously, an important goal of PATH services is to assist the individual to move from homelessness into housing. PATH housing-related services are specialized services designed to increase access to and maintenance of stable housing for PATH-enrolled individuals who have significant or unusual barriers to housing. Housing can include the individual's own private housing, public housing or Housing Choice Vouchers, supportive housing and Housing First programs, etc. The following sections define the allowable Housing-Related Services to be provided by PATH programs. **A maximum of 20% of federal PATH funds may be expended to provide these services.**

Minor Renovation: Services or resources provided to make essential repairs to a housing unit in order to provide or improve access to the unit and/or eliminate health or safety hazards.

Planning of Housing: Activities related to the analysis and formulation of a detailed set of action steps, timelines, and resources necessary to create or expand housing for the target population.

Technical Assistance in Applying for Housing Services: Targeted training, guidance, information sharing, and assistance to, or on behalf of, PATH-enrolled individuals who encounter complex access issues related to housing.

Improving the Coordination of Housing Services: The process of systematically analyzing interagency interactions among housing service providers, developing relevant information, and

informing appropriate authorities of viable alternatives for selection of the most effective combination of available resources to best meet the residential needs of the target population.

Security Deposits: Provision of funds for PATH-enrolled individuals who are in the process of acquiring rental housing but who do not have the assets to pay the first and last month's rent or other security deposits required to move in.

Costs associated with matching eligible homeless individuals with appropriate housing situations: Expenditures made on behalf of PATH-enrolled individuals to meet the costs, other than security deposits and one-time rental payments, of establishing a household. These may include items such as rental application fees, furniture and furnishings, and moving expenses. These may also include reasonable expenditures to satisfy outstanding consumer debts identified in rental application credit checks that otherwise preclude successfully securing immediately available housing.

One-time rental payments to prevent eviction: One-time rental payments made for PATH-enrolled individuals who cannot afford to make the payments themselves, who are at risk of eviction without assistance and who qualify for this services on the basis of income or need.

Referrals for Primary Health Services, Job Training, Education Services and Relevant Housing Services: Services intended to link persons to primary health care, job training, income supports, education, housing, and other needed services not directly provided by the PATH program or individual PATH providers.

Virginia PATH Innovative Practices

In addition to the PATH services defined above that may be provided with federal PATH funds, additional consideration will be given to Respondents who elect to implement any or all of the following optional Virginia PATH Innovative Practices:

SSI/SSDI Outreach, Access and Recovery (SOAR) Services to PATH Consumers: The program agrees to offer significant SSI/SSDI application assistance as a targeted service of the program. In order for this to be considered an innovative practice, the program must meet the following criteria:

- PATH program provides full assistance with the application process.
- PATH program develops and maintains a relationship with the local offices of Disability Determination Service (DDS) and the Social Security Administration in order to obtain expedited application processing for homeless consumers.
- PATH program develops relationships with practitioner(s) who are willing to perform DDS consultative examinations with easy access for consumers.
- PATH program provides data to DMHMRSAS on SSI/SSDI application activities as an attachment to its quarterly reports.

Developing Outreach Partnerships with Downtown Organizations/Associations: The program develops a relationship with downtown commercial neighborhood organizations with the intent of increasing outreach and partnerships in identifying PATH-eligible persons. Typical activities include attending organization/association meetings, assisting the area in identifying issues of homelessness, working towards mutually-agreeable solutions, accepting referrals from the association/group or

individual members, providing training to organizations/associations on PATH services, homelessness, and mental illness/substance abuse, serving as liaison between the Continuum of Care and the community, and participating in joint outreach activities. PATH programs participating in this practice provide an update on these partnerships with their quarterly reports.

Focusing Services on Targeted Street Outreach: PATH programs that have staff who spend a significant part of their time looking for, identifying, and engaging persons on the streets, in woods or camps, and other places where needed services are not available. PATH programs identifying themselves under this service provide information on their quarterly reports as to the numbers of persons outreached and number of contacts made to them separately in their quarterly reports.

Partnering with Emergency Rooms and/or hospitals to serve PATH Consumers: PATH programs that have or will develop relationships with their local emergency rooms to identify PATH eligible consumers who frequent emergency rooms in an effort to assist them in accessing mainstream services to resolve issues identified on their needs assessment. Providers identifying this service will indicate the number of persons served through this and a brief narrative of the relationship with their quarterly reports.

Partnering with medical clinics to jointly address medical and psychiatric needs: PATH programs who wish to provide this service must have federally qualified health care clinics, Health Care for the Homeless programs, or other indigent care clinics or mobile health outreach services available in their communities and develop relationships with these services to jointly address medical and psychiatric needs of PATH-eligible persons. Numbers of persons served through this partnership and a brief narrative of the relationship will be reported with their quarterly reports.

2.0 SCOPE OF WORK:

The Grant Recipient shall demonstrate the ability to provide the necessary labor, supplies, travel and transportation for the following services:

2.1 Non-Housing Related Services, as defined above:

- Outreach, in-reach and identification services
- Screening and diagnostic treatment services
- Habilitation and rehabilitation services
- Community mental health services, or successful connections to such services if not provided directly by the PATH program
- Alcohol and/or drug treatment services, or successful connections to such services if not provided directly by the PATH program
- Staff training on issues relating to homelessness and the connection between homelessness, mental illness and substance abuse, including the training of individuals who work in shelters, mental health clinics, substance abuse treatment programs, and other sites where homeless individuals receive services
- Case management services
- Supportive and supervisory services in residential settings, and

- Referrals to primary health services, job training, educational/vocational services.

Housing-related services, as defined above and specified in Section 522(b)(10) of the Public Health Service Act (limited to 20% of the federal grant award):

- Minor renovation, expansion and repair of housing
- Planning of housing
- Technical assistance in applying for housing
- Improving the coordination of housing services
- Security deposits
- Costs associated with matching eligible homeless individuals with appropriate housing situations, and
- One-time rental payments to prevent eviction.

In addition, priority will be given to applications that implement one or more of the following Virginia PATH Innovative Practices:

- SSI//SSDI Outreach, Access and Recovery (SOAR)
- Developing outreach partnerships with downtown business associations
- Focusing services on targeted street outreach
- Partnering with emergency rooms and/or hospitals to serve PATH consumers, and
- Partnering with medical clinics to jointly address medical and psychiatric needs.

- 2.2 Ensure the on-going availability of match funds equaling a minimum of 33% of federal grant funds requested (\$1 match for \$3 of federal funds).
- 2.3 Prepare and submit quarterly progress/status and financial reports of program activities to DMHMRSAS Office of Mental Health Services, to include individual-level demographic and service data as required by DMHMRSAS. See Section 3.0 below for information on reporting requirements. Appendix A includes sample quarterly reports that were required by DMHMRSAS for the report year ending June 30, 2008. Respondents should note that the data to be reported and report formats may change for the PATH program year beginning September 1, 2009.
- 2.4 Prepare and submit an annual report of services as required by the federal Center for Mental Health Services (CMHS), to include consumer demographic and service data as specified annually by CMHS. This annual report is submitted directly to CMHS via its Web-based reporting system. See Appendix A for the data elements that were required by CMHS for the report year ending June 30, 2008.
- 2.5 Participate in local committees that provide input to or coordination of homeless services, including the Respondent's local Continuum of Care Committee established as required by the U.S. Department of Housing and Urban Development (HUD) for jurisdictions receiving funds under HUD's Homeless Assistance Programs.

- 2.6 As required by federal regulation, participate in scheduled site monitoring, evaluation and technical assistance activities to be conducted by the DMHMRSAS PATH Program Coordinator.

3.0 REPORTING AND DELIVERY REQUIREMENTS

- 3.1 Quarterly Reporting: Grant recipients will be required to prepare and submit a Quarterly Performance Report of program activities by **electronic mail** (no faxed or mailed copies) to:

Rhonda Thissen, M.S.W., State PATH Program Coordinator
 Office of Mental Health
 DMHMRSAS
 P.O. Box 1797
 Richmond, VA 23218-1797
 Rhonda.Thissen@co.dmhmrzas.virginia.gov

Although the contract/funding year is September 1 to August 31, all quarterly and annual reporting is based on the Commonwealth’s fiscal year of July 1 to June 30. Samples of federal and state data reports currently required of Virginia PATH sites are included in Appendix A.

Quarterly reports are due no later than 45 days following the end of the quarter of report, as follows:

Quarter	Date Range	Report Due Date
1	July 1 to September 30	November 15
2	October 1 to December 31	February 15
3	January 1 to March 31	May 15
4	April 1 to June 30	August 15

Financial reports are to be submitted to:

Rosanna Van Bodegom Smith
 Fiscal Office
 DMHMRSAS
 P.O. Box 1797
 Richmond, VA 23218-1797

- 3.2 Annual Reporting: As indicated in Item 2.4 above, CMHS requires each PATH provider to submit an annual report of demographic and service data. These reports are submitted online via the CMHS PATH Web-based reporting system, usually in November or December of each year. Virginia PATH providers will be informed by DMHMRSAS about federal data reporting requirements and due dates. Although the contract/funding year is September 1 to August 31, all quarterly and annual reporting is based on the Commonwealth’s fiscal year of July 1 to June 30. **The Respondent should note that because PATH is a federally-funded**

initiative, federal reporting requirements may change over time, including implementation of a requirement to report individual consumer level data. Samples of federal and state data reports currently required of Virginia PATH sites are included in Appendix A.

- 3.3 **Virginia PATH Performance Incentive Program:** The Virginia PATH Performance Incentive Program is an evaluation and assessment tool which is designed to encourage PATH programs to target their efforts to those services of most benefit to the PATH consumer. This program sets aside 15% of the federal PATH award for each site as a "Performance Incentive Fund". Performance Incentive funding is awarded in the spring of each year on the basis of quarterly performance for the prior calendar year, as measured by each site's submission of the Quarterly Performance Report as mentioned in Section 3.1 above. A "Performance Target" score is assigned to each PATH site that is based on past performance, amount of funding, and proposed number of enrollments.

The "Quarterly Performance Score" is derived from the performance indicators provided in each site's Quarterly Report. Performance indicators can be grouped into four domains: Outreach, Mental Health Services, Housing Services and Connections to Mainstream Services. Within these domains are the measures described below:

<u>Outreach</u>	# of unique individuals outreached (or referred to the PATH program).
<u>MH Services</u>	# of PATH enrolled consumers referred to MH services # of PATH enrolled consumers placed in MH services
<u>Housing</u>	# of PATH enrolled consumers placed in shelter # of PATH enrolled consumers referred to and applied for housing # of PATH enrolled consumers placed in housing
<u>Mainstream</u>	# of PATH Enrolled consumers successfully connected to mainstream services # of successful mainstream service connections for PATH enrolled consumers

The sum of all the indicators provides the total performance score for that quarter, which is compared to the Quarterly Performance Target for each site. Sites participating in Virginia PATH Innovative Practices also have the opportunity to earn bonus points for services provided and community collaboration progress as reported in their quarterly reports. The process is not only an incentive for performance, but also a program evaluation tool.

4.0 APPLICATION PREPARATION AND SUBMISSION REQUIREMENTS

- 4.1 **Specific Requirements of Application:** Applications should be as thorough and detailed as possible so the evaluation team may properly evaluate the Respondent's capabilities to provide the required services. Applications of fewer than 10 pages in length are preferred, but may not exceed 15 pages (not including budgets and attachments). Respondents are encouraged to submit letters of support/reference with the application. **Respondents are required to submit the following information as a complete application using the format provided in Appendix B of this document. Failure to use the required format may result in rejection of the application. An electronic copy of this form in Microsoft Word format which Respondents should use to**

complete their application may be obtained at www.dmhmrsas.virginia.gov - on the left side under DMHMRSAS click on Procurement. Then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned.

4.1.1 Information about the Respondent Organization:

- The Respondent's name, location and region or service area;
- Type of organization (select one):
 - (a) community mental health center
 - (b) consumer-run mental health center
 - (c) other mental health agency
 - (d) other social services agency
 - (e) Healthcare for the Homeless/other health agency
 - (f) substance abuse treatment agency
 - (g) shelter or other temporary housing resource
 - (h) other (describe)
- Services provided and population served
- A description of the Respondent's experience in providing services to homeless/at-risk individuals and those with SMI and/or co-occurring SUDs.
- If the Respondent agency provides housing or services that are specifically targeted to PATH-eligible consumers, provide a description of those services and the sources of revenue.

4.1.2 Detailed Project Budget: Respondents must submit a specific and detailed project budget with brief justifications that includes the total amount of federal PATH funds requested, source and amount of the required minimum 33% match, and assurances that match funds will be available as of September 1, 2009. If any of the required match is to be provided with in-kind resources, the budget should specify that and include the dollar value of the in-kind match. **Per federal regulation, the budget must include each of the following specific line items. The required budget format (including a sample budget) is attached to this document as Appendix C. An electronic copy of this form in Microsoft Word format which Respondents should use to complete their budget may be obtained at www.dmhmrsas.virginia.gov - under "Quick Links", click on link to "Procurement", then click on link to Solicitations for the Office of Administrative Services and look for solicitation number assigned to this RFA.**

- Personnel costs, including the titles, annualized salaries and full-time equivalence (FTE) of program staff positions to be funded with federal and match dollars. List and include specific dollar amounts for any in-kind match to be provided for the salary of clinical/program supervisors or managers. **Supervisory staff costs should NOT be included in administrative overhead – these costs must be included as personnel and fringe.**
- Fringe benefits, including specific dollar amounts for any in-kind match to be provided for the fringe benefits of clinical/program supervisors or managers;

- Travel costs, including travel for outreach activities, program management, staff training and to state meetings; costs associated with operating an agency vehicle to be used by the PATH program, etc.;
- Equipment costs, such as cellular phones and personal computers to be used by program staff;
- Supplies, including office supplies and outreach-related supplies such as food, clothing and other items to be provided to homeless persons as part of the outreach and engagement process;
- Contractual costs, including fees to be paid to any subcontractors that will be hired to perform PATH-related work (a separate subcontractor budget should be submitted in addition to the Respondent’s program budget); and
- Other expenses not included in the above categories. Other allowable expenses may include funds to assist consumers (i.e., medication purchase, security deposits and one-time rental payments to prevent eviction, bus tokens and other transportation assistance, etc.) and program-related administrative expenses such as staff training, space rental, utilities and other administrative overhead (excluding supervisory personnel costs as indicated above).

4.1.3 Need for PATH Services: Documentation of the need for PATH services in the Respondent’s service area, including prevalence of homeless/at-risk persons with SMI and/or co-occurring SUDs, a description of the target population in the service area, services the Respondent currently provides to the target population, and their unmet needs.

4.1.4 Services Plan: A detailed description of the Respondent’s plan to provide coordinated and comprehensive services to PATH-eligible individuals, including:

- The projected number of individuals who will receive PATH-funded services.
- The percentage of these individuals expected to be “literally homeless”, i.e., those living outdoors or in emergency shelters.
- A detailed description of each allowable PATH service (defined in Section 1.0 above) that the Respondent plans to offer and how such services are to be provided. If the Respondent does not plan to offer one or more of the PATH-allowable services, the application should explain why, indicate whether those services are available elsewhere in the community, and describe how the PATH program will assist consumers to access those services.
- Whether the Respondent proposes to provide any of the optional PATH Innovative Practices described above, and if so, how the practice(s) will be implemented.
- **Respondents currently operating PATH programs who are requesting increased funding for program enhancements should provide a detailed description of the proposed enhancement and describe how the current PATH program and its consumers will benefit from the enhancement.**

4.1.5 Community Collaboration: List and describe the community organizations that provide key services (e.g., primary health, mental health, substance abuse, housing, employment) to PATH-eligible individuals and describe coordination with these services. This section should provide a picture of the service system that demonstrates how the Respondent will assist

consumers to access these services and lists major providers, covering the range of services available to consumers. Information on key service providers may be provided in table format as an attachment to Appendix B.

- 4.1.6 Gaps in the Service System: Describe gaps in the current service system for the PATH target population and how the PATH program will help to meet those gaps.
- 4.1.7 Services Available for Consumers with Co-Occurring Disorders: Describe the services available for homeless consumers with co-occurring SMI/SUD, how these services are provided and accessed, and how the PATH program can successfully link consumers to mental health and substance abuse treatment.
- 4.1.8 Availability of Housing Resources: Describe local strategies for making suitable housing available to PATH consumers, including the community plan for any Housing First or other supportive housing, the type of housing currently available to PATH consumers, and how the Respondent will assist PATH consumers to access housing.
- 4.1.9 Plan for Serving Homeless Veterans: Describe strategies for providing services to homeless veterans. Indicate how the PATH program will outreach and identify PATH-eligible homeless veterans and link them to appropriate services, and describe the services available to veterans in the Respondent's community.
- 4.1.10 Coordination with Local HUD Continuum of Care Committee and Other Planning Groups: Describe coordination between the PATH program and the Respondent's local HUD Continuum of Care committee, as well as any other local homelessness-related planning, coordinating, or assessment activities. Describe who in the Respondent agency is involved with the HUD Continuum of Care process and to what extent. Identify if the Respondent agency is represented on community planning boards, attends provider meetings, or participates in or coordinates the annual Point-In-Time homeless count. Many cities also have plans in progress to address chronic homelessness; if applicable, describe the Respondent agency's involvement in this process. Also provide a description of how PATH services would improve the continuum of services available to the target population.
- 4.1.11 Cultural Competency: Provide a demographic profile of the Respondent agency's staffing and the community in which PATH services are to be provided, and describe how the demographics of agency staff compare to the anticipated population to be served. Describe how staff providing services to PATH consumers will be sensitive to differences based on culture, age, gender, racial/ethnic background and sexual orientation, and how the Respondent agency provides training to address cultural competency (e.g., if there is an annual training plan, etc.).
- 4.1.12 Consumer and Family Involvement: Describe how persons who are homeless and have SMI and/or co-occurring SMI/SUD and any family members have been and/or will be involved at the organizational level in the planning, implementation, and evaluation of PATH services. Include information any peer-run or –provided services hosted by the Respondent agency, as well as any volunteer opportunities, participation on governing or advisory boards, etc.

4.2 RFA RESPONSE: In order to be considered for the selection, Respondents must submit a complete response to this RFA. One (1) original and four (4) copies of each application must be submitted to DMHMRSAS. No other distribution of the applications shall be made by the Respondent. The application must be printed in no less than 12-point font with one-inch margins. Respondents who are selected for awards will be required to provide an electronic copy of their application for submission to CMHS at the time the award is made.

4.3 APPLICATION PREPARATION: Applications shall be signed by an authorized representative of the Respondent (and fiscal agent, where applicable). Failure to submit all information requested may result in an application being considered non-responsive and, therefore, rejected. Applications should be written simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFA. Emphasis should be on completeness and clarity of content. Each copy of the application should be bound in a single copy, where practical. All documentation submitted with the application should be bound in that single volume.

4.4 ORAL PRESENTATION OF APPLICATION: Respondents who submit an application in response to this RFA may be required to give an oral presentation of their application to the DMHMRSAS selection team. This will provide an opportunity for the Respondent to clarify or elaborate on the application but will in no way change the original application. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, written applications should be complete.

5.0 EVALUATION AND AWARD CRITERIA

5.1 Applications shall be evaluated by the review team composed of DMHMRSAS staff and other reviewers, including a consumer/advocate representative, on a 100-point scale using the following criteria (The number of points associated with each criteria will be posted on the DMHMRSAS website after the due date):

5.1.1 Qualifications of the Respondent and experience related to services as described herein, to include the following criteria:

- History, knowledge, skill and ability at serving the PATH target population.
- History, knowledge, skill and ability at providing services in accordance with PATH requirements as detailed in Section 1 above.
- In the case of Respondents who are current or former PATH providers, past performance at operating a PATH program.

5.1.2 Documented need for PATH services in the Respondent's community or catchment area.

5.1.3 Appropriateness and scope of the Respondent's proposed Plan of Services described in Section 4.1, including:

- The menu of allowable PATH services to be offered in the Scope of Work.
- Philosophy/orientation and design of services.
- Structure of services within the Respondent agency.

- Collaboration and coordination with important partners in the community that provide services to the PATH target population, especially the local CSB/BHA, if the Respondent is not a CSB/BHA.

5.1.4 Appropriateness and cost-effectiveness of the proposed project budget, and the degree to which the input of consumers is considered in the design of services, including the involvement of peers in service delivery.

5.2 Award: The review team will evaluate each Application and make recommendations regarding selection to DMHMRSAS. Selection will be made of Respondents deemed qualified and best suited among those submitting applications on the basis of the evaluation factors above. Negotiations shall be conducted with the Respondents so selected. Price shall be considered, but may not be the sole determining factor. After negotiations have been conducted with each Respondent so selected, DMHMRSAS shall select the Respondents which, in its sole opinion, have made the best applications, and shall award the grant(s). DMHMRSAS may cancel this Request for Applications or reject applications at any time prior to an award, and is not required to furnish a statement of the reason why a particular application was not deemed to be the most advantageous. (Section 11-65D, Code of Virginia.)

6.0 GENERAL TERMS AND CONDITIONS

6.1 Vendor's Manual: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendor's Manual* and any revisions thereto, which are hereby incorporated into this contract in their entirety, except as noted below. 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.dgs.state.va.us/dps under manuals. The appeals procedures set forth in the **DMHMRSAS Departmental Instruction 810 (ADM) 07** applicable to these contractual services. A copy of this Chapter is available for review in the offices of the DMHMRSAS.

6.2 Applicable Law 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 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 *Vendor's Manual*. The contractor shall comply with applicable federal, state and local laws and regulations.

6.3 Anti-Discrimination: By submitting their proposals, Offerors certify to the Commonwealth 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 Respondent 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 Respondents 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.
3. 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.

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

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

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

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

6.8 Mandatory Use of State Form and Terms and Conditions: Failure to submit a proposal on the official state form provided for that purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

6.9 Clarification of Terms: If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the contract officer whose name appears on the face of the solicitation, no later than five days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.

6.10 Payment:

1. 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 state 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 the date of offset 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 researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. 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. A contractor awarded a contract under this solicitation is hereby obligated:

- (1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth 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 the Commonwealth, 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 the Commonwealth.

3. Each prime contractor who wins an award in which provision of a SWAM procurement plan is a condition to the award, shall deliver to the contracting agency on or before request for final payment, evidence and certification of compliance (subject only to insubstantial shortfalls and to shortfalls arising from subcontractor default) with the SWAM procurement plan. Final payment under the contract in question may be withheld until such certification is delivered and, if necessary, confirmed by the agency, or other appropriate penalties may be assessed in lieu of withholding such payment.

6.11 Precedence of Terms: Paragraphs 6.1 through 6.11 of these General Terms and Conditions 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.

6.12 Qualifications of Respondents: The DMHMRSAS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Respondent to perform the work and the Respondent shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Respondent's physical plant prior to award to satisfy questions regarding the Respondent's capabilities. The Commonwealth further reserves the right to reject any application if the evidence submitted by or investigations of such Respondent fails to satisfy the Commonwealth that such Respondent is properly qualified to carry out the obligations of the contract and to complete the work contemplated herein.

6.13 Assignment of Contract: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

6.14 Changes to the Contract: Changes can be made to the Contract in any one of the following ways:

1. The parties may agree in writing to modify the scope of the contract. Any 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. DMHMRSAS 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 scope of services to be provided, reporting requirements or cost of services. 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 DMHMRSAS 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 DMHMRSAS'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 to 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 DMHMRSAS with all vouchers and records of expenses incurred and savings realized. The DMHMRSAS 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 DMHMRSAS within thirty (30) days from the date of receipt of the written order from the DMHMRSAS. 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 the Commonwealth of Virginia's *Vendor's Manual*. Neither the existence of a claim or 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 DMHMRSAS or with the performance of the contract generally.

6.15 Default: In case of failure to deliver good or services in accordance with the contract terms and conditions, the Commonwealth, 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 the Commonwealth may have.

6.16 Insurance: By signing and submitting a proposal under this solicitation, the Offeror certifies that if awarded the contract, it will have the following insurance coverages at the time the contract is awarded. For construction contracts, if any subcontractors are involved, the subcontractor will have

workers' compensation insurance in accordance with §§ 2.2-4332 and 65.2-800 et seq. of the *Code of Virginia*.

The Offeror further certifies that the Contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance coverages will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

INSURANCE COVERAGES AND LIMITS REQUIRED:

1. Worker's Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include employer. Contractors who fail to notify the Commonwealth of increases in the number of employees that change workers' compensation requirements under the *Code of Virginia* during the course of the contract shall be in noncompliance with the contract.
2. Employers Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence single limit. Commercial General Liability is to include bodily injury, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional named insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 – per occurrence.

6.18 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 Respondents 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.

6.19 Nondiscrimination of Contractors: An Respondent 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 Respondent employs ex-offenders unless the 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.

7.0 SPECIAL TERMS AND CONDITIONS

7.1 Audit: The Contractor hereby agrees to retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, 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.

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

7.3 Prevailing Laws: All services provided by Contractor pursuant to this agreement shall be performed to the satisfaction of the Agency, and in accord with all applicable federal, state and local law, ordinance, rules and regulations. Contractor shall not receive payment for work found by the Agency to be unsatisfactory, or performed in violation of federal, state or local law, ordinance, rule or regulation.

7.4 Obligation of Respondent: By submitting a proposal, the Respondent covenants and agrees that he/she has satisfied himself/herself, from his/her own investigation of the conditions to be met, that he/she fully understands his/her obligation and that he/she will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

7.5 Cancellation of Contract: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 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.

7.6 Identification of Application Envelope: The signed application should be returned in a separate envelope or package, sealed and identified as follows:

From: _____

_____	_____	_____
Name of Respondent	Due Date	Time
_____	_____	
Street or Box Number	RFP No.	
_____	_____	
City, State, Zip Code	RFP Title	

Name of Contract/Purchase Officer _____

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

Applications may be hand delivered to the designated location in the office issuing the solicitation. No other correspondence or other Applications should be placed in the envelope.

- 7.7 Subcontracts:** No portion of the work shall be subcontracted without prior consent of the purchasing agency. 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.
- 7.8 Prime Contractor Responsibilities:** The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he/she may utilize, using his/her best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he/she is fully responsible for the acts and omissions of his/she subcontractors and of persons employed by them as he/she is for the acts and omissions of his/her own employees.
- 7.9 Method of Payment:** In the case of Contractors who are CSBs/BHAs, the Contractor shall be paid by means of the DMHMRSAS semi-monthly warrant. Contractors who are non-profit organizations shall be paid on the basis of quarterly invoices submitted by the 30th of the month following the end of the quarter. Payment shall be a fixed amount or determined according to a schedule of actual services rendered, as mutually agreed in subsequent negotiation.
- 7.10 Criminal History:** The Purchasing Agency reserves the right to restrict activities required to provide the services only to those persons who are without criminal conviction. This restriction shall not relieve the Contractor of any requirements herein. Upon request of the Purchasing Agency, the Contractor shall obtain a criminal history background check on any person, employee or subcontractor used for the delivery of services herein. The Purchasing Agency may, in its sole decision, determine that an individual possessing a criminal conviction poses no risk or threat to the Purchasing Agency, its employees or consumers, and may waive this restriction on a case-by-case basis.
- 7.11 Confidentiality and Records:** The Contractor assures that information and data obtained as to personal facts and circumstances related to Purchasing Agency patients will be collected and held confidential, during and following the term of this agreement, and will not be divulged without the individual's and the Purchasing Agency's written consent and then only in strict accordance with prevailing laws. The Contractor shall hold all information provided by the Purchasing Agency as proprietary and confidential, and shall make no unauthorized reproduction or distribution of such material, in the event it is identified as Governor's Working Documents, Attorney-Consumer Privileged, related to procurement and contracting processes, or is otherwise exempt from Code of Virginia, Freedom of Information statutes. Upon termination of this agreement and/or within 30 days of receipt of final payment for services, all materials and information in the possession of the contractor, including patient medical and legal records, shall be restored or provided to the purchasing agency and electronic information and data in possession

of the contractor shall be provided to the purchasing agency in digital form upon media designated by the purchasing agency and will be expunged from equipment and systems retained by the Contractor.

7.12 Compliance with 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, the DMHMRSAS, as specified in this RFP. In performance of any contract as a result of an award of this RFP, Contractor agrees to:

- 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;
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by this contract;
- Report to the DMHMRSAS any use or disclosure of PHI not provided for by this Contract (Agreement) of which it becomes aware;
- Impose the same requirements and restrictions contained in this contract (amendment) on its subcontractors and agents to whom contractor provides PHI received from, or created or received by the contractor on behalf of the DMHMRSAS;
- Provide access to PHI contained in a Designated Record Set to the DMHMRSAS, in the time and manner designated by the DMHMRSAS, or at the request of the DMHMRSAS, to an individual in order to meet the requirements of 45 CFR 164.524.
- Make available PHI for amendment and incorporate any amendments to PHI in its records at the request of the DMHMRSAS;
- Document and provide to DMHMRSAS information relating to disclosures of PHI as required for the DMHMRSAS to respond to a request by an individual for an accounting of disclosures of PHI in accordance with 45 CFR 164.528;
- Make its internal practices, books, and records relating to use and disclosure of PHI received from, or created or received by the contractor on behalf of the DMHRMRSAS, available to the Secretary of the U.S. Department of Health and Human Services for the purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;
- Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity and availability of electronic Protected Health Information that it creates, receives, maintains or transmits on behalf of DMHMRSAS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164.
- Ensure that any agent, including a subcontractor, to whom it provides electronic Protected Health Information agrees to implement reasonable and appropriate safeguards to protect it.
- Report to DMHMRSAS any security incident of which it becomes aware.

- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by the Contractor on behalf of the DMHMRAS contractor still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

Contractor may use and disclose PHI received from the DMHMRSAS, if necessary, to carry out its legal responsibilities and for the proper management and administration of its business. Contractor may disclose PHI for such purposes if the disclosure is required by law, or if contractor obtains reasonable assurances from the person to whom the PHI is disclosed that it will be held confidentially, that is will be used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and that the person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

7.13 Contract Management and Administration: A primary contract manager will be appointed by the Contracting Agency who will be responsible for monitoring and evaluating the day to day activities and performance of services of the resulting contract. The contract manager may authorize minor changes to the scope and delivery of services that are not considered substantive and which do not modify in any material fashion the scope, quality or quantity of services. Only the contracting officer of the Contracting Agency may authorize changes, increases or additions to billable services under the resulting contract.

7.14 Contractual Disputes: Contractual claims, whether for money or other relief, shall be submitted in writing no later than sixty (60) days after final payment. Written notice of the Contractor's intention to file such claim shall be given at the time of the occurrence or beginning of the work upon which the claim is based. The contract may require submission of an invoice for final payment within a certain time after completion and acceptance of the work. Pendency of claims shall not delay payment amounts agreed due in the final payment.

The claim shall be filed with the Administrative Services Director setting forth the factual basis for the claim. The Administrative Services Director shall review the claim and notify the Contractor of the decision by certified mail within fifteen (15) days of receipt. The notification shall set forth the reasons for the decision and inform the Contractor that they may request a review of the decision by the Commissioner by filing such request within ten (10) days of receipt of the initial decision. The Commissioner may convene a panel to advise on a decision. The Commissioner shall render a final decision setting forth the reasons for the decisions within thirty (30) days of receipt of the request for review.

The Contractor may not institute legal action prior to receipt of the Commissioner's decision on the claim as provided in § 2.2-4364 of the *Code of Virginia*, unless the Commissioner fails to render the decision within thirty (30) days of receipt of the claim.

Failure of the Administrative Services Director or Commissioner to render a decision within the time frames specified shall not have the effect of affirming or denying the claim, but shall only permit the Contractor to proceed to the next step in the process. (§ 2.2-4363 of the *Code of Virginia*).

- 7.15 Expansion of Target:** Throughout the original contract and any subsequent renewal, the contract resulting from this solicitation may be modified, upon mutual agreement between the Contractor and the DMHMRSAS Office of Administrative Services, to include the short term and/or long term provision of the services of other healthcare professionals.
- 7.16 Authorities:** Nothing in this agreement shall be construed as authority for either party to make commitments which will bind the other party beyond the Scope of Work contained herein. Furthermore, the Contractor shall not assign, sublet, or subcontract any work related to this agreement or any interest he/she/it may have herein without the express written consent of the Contracting Agency, except as specified herein.
- 7.17 Renewal of Contract:** (This clause applies only to non-profit organizations who are not CSBs/BHAs). Any contract that results from this solicitation may be renewed by the Commonwealth for four (4) successive one-year periods under the terms and conditions of the original contract except as stated in 1. and 2. below. Price increases may be negotiated only at the time of renewal and if additional federal funds become available that support the cost of price increases. Written notice of the Commonwealth's intention to renew shall be given approximately 120 days prior to the expiration dated of each contract period.
1. If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract prices for the additional period shall not exceed the contract prices of the original contract increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the Other Services expenditure Category for the latest twelve (12) period for which statistics are available.
 2. If during subsequent renewal periods, the Commonwealth elects to exercise the option to renew the contract, the contract prices for the subsequent renewal periods shall not exceed the contracts prices of the previous renewal period increased/decreased by more than the percentage increase/decrease of the Consumer Price Index for all –Urban Consumers (CPI-U) U.S. city average, by expenditure category and commodity and service group (Table 1.) Unadjusted percent change of the Other Services Expenditure Category for the latest twelve (12) month period for which statistics are available.