

Commonwealth of Virginia

REQUEST FOR PROPOSAL**Issue Date:** January 27, 2012**Issue Title:** Web-Based Discharge Data Management System**Issuing Agency:** Department of Behavior Health and Developmental Services (DBHDS) - P.O. Box 1797, Richmond, Virginia 23218-1797**Using Agency and Location Where Work Will Be Performed:** DBHDS – Training Centers, Central Office and Participating CSBs**Period of the Contract:** Date of Award through June 30, 2013.**Renewals:** Contract may be renewed for four (4) additional periods of one (1) year duration upon mutual agreement between all parties and subject to availability of funding.

Proposals will be received for furnishing services described herein until:

Wednesday – February 22, 2012 - 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 RFP:	

NOTE:

Vendors who expect to submit proposals in response to this solicitation are requested to return Form 1 – Intention to Respond via fax to 804-786-3827 no later than close of business on February 7, 2012.

To ensure that all questions receive responses, interested vendors are requested to submit questions via email to dick.myers@dbhds.virginia.gov and include e-mail address, voice and fax phone numbers by no later than 3:00 pm EST on February 7, 2012.

No other questions will be responded to after the February 7, 2012 deadline.

May be obtained at www.dbhds.virginia.gov Click on link to **Procurement/Solicitations and then click on link to **Solicitations for the Office of Administrative Services** and look for solicitation number assigned.**

Proposal Delivery Information:

All Proposals shall be addressed: **DBHDS, Office of Administrative Services**. If mailed, send to **P.O. Box 1797, Richmond, VA 23218-1797**; if hand delivered **Jefferson Building, 8th Floor - Room 817, 1220 Bank Street, Richmond, Virginia, 23219**. Envelopes should be marked with RFP 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 PROPOSALS 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.

Offeror Name and Address: _____

Date: _____

By: _____
(Official Signature in Ink)

Telephone: _____

Printed Name: _____

FEI/FIN Number: _____

Title: _____

The following information is requested, but it is not mandatory that it be supplied. Minority status does not influence the award: (Please Check all that apply)

<input type="checkbox"/>	Contractor DOES consider his/her firm to be a minority business.
<input type="checkbox"/>	Contractor does NOT consider his/her firm to be a minority business
<input type="checkbox"/>	Contractor IS certified as a minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is NOT certified as minority business by VA Department of Minority Business Enterprise.
<input type="checkbox"/>	Contractor is a eVA registered vendor. (Learn about eVA at www.eva.state.va.us)
<input type="checkbox"/>	Contractor is NOT a eVA registered vendor.

FORM 1 – INTENTION TO RESPOND

RFP# 720C-04330-12D00

No Fax Cover Sheet Is Required

FAX BACK: Your assistance is requested. Please fax back by no later than **February 7, 2012.**

TO: Office of Administrative Services - Virginia Department of Behavioral Health and Developmental Services, Richmond, Virginia 23218

FAX TO: 804-786-3827

The organization below (check any that apply):

Intends to prepare and submit a proposal 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: _____

Company Name: _____

Person Responding: _____

Voice Phone: _____ Fax: _____

Definition of Terms

Authorized Representative (AR) - means a person permitted by law or these regulations to authorize the disclosure of information or to consent to treatment and services or participation in human research. The decision-making authority of an AR recognized or designated under these regulations is limited to decisions pertaining to the designating provider. Legal guardians, attorneys-in-fact, or health care agents appointed pursuant to §54.1-2983 of the Code of Virginia may have decision-making authority beyond such provider.

Barriers - means issues, obstacles, or impediments that delay an individual from moving from the training center (TC) to a more integrated setting. These include any supports not currently available to meet the needs and preferences of the individual in the alternate residential setting.

Community - means the home in the community to which an individual will move after leaving a training center.

Community Services Board (CSB)- This means the public body established pursuant to §37.2-501 or §37.2-602 of the Code of Virginia that serves the area in which an adult or in which a minor's parent or guardian resides, and that provides service coordination and discharge planning support to an individual living in a training center.

Community Support Coordinator - means the person who, on behalf of the CSB, performs the duties listed in 12VAC35-105-1240 and possesses a combination of work experience with individuals with intellectual disability and relevant education that indicates the person possesses the knowledge, skills and abilities as established in 12VAC35-105-1250. This term is synonymous with "case manager."

Training Center Support Coordinator – Also referred to as Qualified Mental Retardation Professional (QMRP). This means the person who is assigned primary responsibility and accountability for the individual's Individual Service Plan (ISP), and who ensures the plan has been modified or changed in response to what is important "to" and "for" the individual. This includes their specific desires, accomplishments, need for new supports, or difficulties in acquiring or maintaining skills. This person ensures that any discrepancies or conflicts between programmatic, medical, dietary, and vocational aspects of the individual's assessment and program are brought to the Personal Support Team (PST) to resolve.

Discharge Plan - means a written plan prepared by the CSB case management in consultation with the training center pursuant to §37.2-505 of the Code of Virginia that establishes the criteria for an individual's discharge from a service and identifies and coordinates delivery of any services needed after discharge (12VAC35-115-30). This plan documents the planning for supports and services needed after discharge from the training center.

Individual – means a person who is receiving services from a training center

Most Integrated Setting – means a setting which allows the greatest opportunity for the individual to be integrated into the community based on the individual's strengths, needs, goals, and preferences, in all domains of the individual's life (including community living, activities, employment, education, recreation, healthcare, and relationships).

Individual Support Plan (ISP) - means a document, developed collaboratively with the individual's personal support team through comprehensive assessments of the individual, that outlines all of the protections, supports, and services that are important to or for the individual; reflects the individual's preferences, strengths, needs and desires, essential and non-essential supports; and includes methods to measure, track, and document progress toward identified outcomes.

Post-Move Monitoring (PMM) - means a supportive service performed by a training center employee whose job functions includes monitoring and assisting individuals as they transition from the training center to a community setting.

Personal Support Team (PST) - This means a team, also called an Interdisciplinary Team (IDT), composed of professionals, paraprofessionals, and non-professionals who possess the knowledge, skills, and expertise necessary to accurately identify the individual's comprehensive array of needs and design a program that is responsive to those needs. The PST includes the individual receiving services, the AR (if any), CSB Support Coordinator, training center staff, and persons such as family members and close friends whom the individual has freely chosen and requested their participation on the PST.

Supports Intensity Scale (SIS)- The Supports Intensity Scale is an assessment tool that evaluates practical support requirements of a person with an intellectual disability. The SIS measures support needs in the areas of home living, community living, lifelong learning, employment, health and safety, social activities, and protection and advocacy.

Provider - means a public or private entity that delivers one or more of the following community-based services and supports to individuals with intellectual disability: residential services, day services, employment services, skilled nursing, and personal assistance services. This includes entities that provide waiver services.

Training Center (TC) – means a facility operated by the Department for the treatment, training, or habilitation of individuals with intellectual disability. Training centers are certified by the Centers for Medicaid and Medicare Services (CMS) as Intermediate Care Facilities for the Mentally Retarded (ICF/MR), under the Code of Federal Regulations (CFR).

1.0 BACKGROUND INFORMATION

The Department of Behavioral Health and Developmental Services (DBHDS), hereinafter referred to as the Purchasing Agency, has five large institutions that serve individuals with intellectual disabilities. These institutions, referred to as Training Centers (TC), have a census of approximately 1000 individuals.

The US Department of Justice (DOJ) has been reviewing Virginia's compliance with the Americans with Disabilities Act (ADA) and delivered its findings letter to Governor McDonnell on February 10, 2011. One of the key areas cited in the findings letter focuses on Virginia's flawed discharge process that fails to meaningfully identify and track individuals' needs and the services necessary to meet them and track barriers to discharge.

In order to comply with DOJ's expectations, the Commonwealth is working to remedy the deficiencies including ensuring all individuals are served in the most integrated setting appropriate to their needs and desires.

In accordance with this, DBDHS has implemented a revised discharge process which requires intensive management and monitoring at the Training Centers and Central Office level to ensure safe and appropriate discharge of each and every individual. The individual support plans, supports intensity scale, transition plans, and other assessments must all be integrated and utilized to construct an accurate and appropriate discharge plan that meets rigid timeframes for discharge. Without appropriate implementation and documentation of transition plans, individuals' health and safety may be at risk.

Discussion: DBHDS is working with Training Centers (TC) to transition 60 individuals from two TCs by June 30 2012. This is a rapid increase in the discharge rate. Additional individuals, up to 1000 individuals, will be transitioned in FY13, FY14, FY15, and beyond. These individuals have significant support needs that will require intensive planning to ensure an appropriate community placement. Planning and support needs will occur at the individual level, be documented in the ISP, and include: coordination among many parties (individual, Personal Support Team at TC, Community Service Board (CSB), licensure, Human Rights, providers, and ARs), sufficient transition visits, provider training, environmental modifications, specialized durable medical equipment, and professional medical supports. All of these steps must be clearly monitored and documented.

Health, safety and increased quality of life in the most integrated setting are paramount during this process. DBHDS requires a web-based discharge service to record, track, and report essential information. This system will allow DBHDS to efficiently and effectively manage and supervise all essential processes to ensure they are being followed from the initial identification of the individuals needs/desires all the way to Post-Move Monitoring (PMM). This system will ensure appropriate steps are being followed during the discharge process to monitor trends, and provide for appropriate oversight from Central Office. These components are of the highest importance to ensure these transitions occur timely and safely.

2.0 PURPOSE:

The Department of Behavioral Health and Developmental Services is requesting proposals from qualified firms or individuals for a web-based data management service. The system will record, track, and report the data required to facilitate the intensive management and monitoring that needs to occur to ensure safe and appropriate discharge of each and every individual from the five (5) TCs to the community. DBHDS expects the Offeror to have an existing web-based data service that can be implemented and modified (if necessary) to meet DBHD's needs within the desired timelines.

NOTE: To receive samples of the current data collection forms used please email Ms. Jae Benz at Janet.Benz@DBHDS.Virginia.gov. The current data collection forms will be emailed to interested parties in Win Zip format.

3.0 SCOPE and DELIVERABLES:

The State is seeking to implement a Discharge Tracking System that is web-based and that maximizes use of the Internet and electronic data interchange capability. The Discharge Tracking System must be configurable and user modifiable, and it must support the configuration of automated work processes to support the

business's needs and addresses the components of the US Department of Justice settlement. Flexibility features such as user modifiable and configurable capabilities must support the efforts of non-technical business program staff to implement data and processing changes easily and quickly, thereby minimizing the need for major system modification and intervention by technical resources. The desired results of this contract are that the Discharge Tracking System must be able to track essential steps and processes related to moving individuals into the community and must meet minimum requirements as listed in section 3.1 – 3.1.1:

3.1 Individual Demographics

The Individual Demographics component of the Discharge Tracking System encompasses the system capabilities and operational responsibilities of capturing and maintaining accurate, current and historical information on individuals within the five TCs. This system must be able to document and track the following information including but not exhaustive of:

- 3.1.1 Demographic data (Social Security Number (SSN), date of birth (DOB), address, type of medical insurance, length of time at TC, county and region of residence, name and contact information of AR)
- 3.1.2 Date placed on active move list
- 3.1.3 Name of CSB and date active support coordination began
- 3.1.4 Services requested and services approved
- 3.1.5 Essential and non-essential support needs the individual will need met by a provider. This information must be captured and date-stamped, with the ability to retain history on the information.
- 3.1.6 Record and Track Consumer Assessments - When an individual is placed on the active move list, many assessments are reviewed and incorporated into the person-centered planning process. The Discharge Tracking System must support the capture of assessment information by type, dates and approvals. Some assessments include:
 - Supports Intensity scale
 - Social Work Assessment
 - Physical exam
 - Nursing Assessment
 - Psychological Assessment
 - Physical, Occupational, Speech Assessments
- 3.1.7 Ability to identify a service need by a set value. Ability to track and filter information about an individual's support needs in a way that will support our ability to report that information in an aggregate fashion. For example, the system must be able to support defining what services that an individual needs that we cannot meet based on the provider services available, and allow us to identify an alternative plan to meet those needs. (Tracking and aggregating gaps).

3.2 Provider Demographics

The Provider Demographics component of the Discharge Tracking System is the control point and central source of information on providers participating in DBHDS programs. It maintains comprehensive information on each provider that is critical to support matching of services needed by individuals against services provided, and provides data to support management, administrative and legislative reporting requirements. This system must be able to document and track the following information including but not exhaustive of:

- 3.2.1 Capture provider demographics and information regarding services offered, locations, qualifications, licensure standing, trainings provided to and required of their staff, various identifiers including National Provider ID (NPI), Virginia Medicaid ID, etc.

- 3.2.2 Ability of provider to meet essential and non-essential support needs of the individual. This information must be captured and date-stamped, with the ability to retain history on the information and edit information as changes occur.

3.3 Financial Information and Resource Allocation

The Financial Information and Resource Allocation component of the Discharge Tracking System maintains financial information on each individual to support management, administrative and legislative reporting requirements. This system must be able to document and track the following information including but not exhaustive of:

- 3.3.1 Ability to track the individual's funding accessed to move and support an individual moving into the community, such as Home and Community-based waiver (HCB), Money follows the person (MFP), Trust Fund, State General Funds, etc.
- 3.3.2 Provides capabilities to integrate with other systems to obtain additional information that will be critical to accurately report back to the General Assembly and the DOJ regarding resource allocation and best use of funds.

3.4 Work Flow Process

The selected Discharge Tracking System shall provide a configurable and user modifiable driven workflow management and automated scheduling tool. Workflow processes will govern the rules and procedures required to support DBHDS' business needs as stated in the requirements in this section. This system must have the capability to establish and maintain work flow processes by establishing a case for each individual at the TC and tracking that case from the initial assignment through final disposition.

- 3.4.1 Track all activities involved in getting the individual into the community and ensuring once they have moved that the agreed upon services continue to be provided.
- 3.4.2 All Individuals living at the TC have a discharge plan completed within (30) days of admission to the TC. It includes input from, and reflects full participation by the individual, and his or her AR. The Discharge Tracking System must have the ability to automatically trigger the event and track compliance.
- 3.4.3 Obtain and maintain basic discharge "yes/no" information which will assist in creation of an individual record for each of the 1,000 individuals living in TCs. Maintain this information on each individual, reassess on a periodic basis, and create a separate work flow process based on business decision tree information provided by the State. Examples might be:
- Individuals on the active move list will have a separate workflow process from individuals who are reluctant, or who have ARs that are reluctant, to consider moving.
 - Creation of a CSB transfer work flow, such that if an individual decides to transfer from one CSB to another, there are a series of automatic steps that will take place to ensure this process is seamless and successful and follows Virginia's protocol for CSB transfer of individuals.
 - When a move becomes final, it is documented as an event in the system and triggers another workflow process for continued monitoring and evaluation within the community with its own unique set of criteria and target dates.
- 3.4.4 Incorporate DBHDS' individual survey with DBHDS' provider survey to assist with matching an individual's support needs with providers' abilities and services and populating a list of providers that the individual can choose to visit.

- 3.4.5 Track ISP dates, Sort ISP schedule by Service Provider, CSB, Region, Support Coordinator, Social Worker, Date, Time, Location, cancellations, cancellation reasons
- 3.4.6 Ability to sort all information by predefined fields.
- 3.4.7 Track essential action steps and timed events with the system automatically going to the next step in the workflow based on entry of key pieces of data. System must alert key staff when steps have not been completed based on state established timelines.
- 3.4.8 Track pre-move planning meeting data including, but not limited to, the following:
- Date meeting is scheduled to occur
 - Record rescheduled meetings
- 3.4.9 Discharge Plans must be “effective” dated. If an individual is unable to move as scheduled, the system must have the capability to terminate and save current workflow to a monitoring workflow status. If an individual is subsequently ready for moving, a new ‘effective dated’ move workflow will be triggered that will not overlay the previous, historical move workflow.
- 3.4.10 The system must allow key staff to know, at all times, the status of where each individual in the TC is within the discharge process.
- 3.4.11 The system must support the automated case assignment of workflows. When an event happens that establishes a workflow, the workflow/individual should be put in a workflow “queue” and automatically assigned to a case worker based on state supplied criteria. Based on state supplied criteria and workload balance, the system must allow individuals to be reassigned to other case workers. The system must allow authorized users the ability to override automated case assignments.
- 3.4.12 The system must be able to report on caseload statistics such as number of active work flow cases for each worker, number of cases that are at a particular step within the workflow, aging reports that include statistics on time required to complete particular steps, etc.
- 3.4.13 Provide internal email notifications when target dates are up-coming or steps have been completed and additional notification capabilities based on triggered events and by configuring a list of people to notify.
- 3.4.14 The system must support the ability to enter free-form Support notes that will be entered for each individual or provider contact or attempted contact, as well as the ability to update Support notes when tasks have been completed.
- 3.4.15 The Discharge Tracking System must collect data related to PMM visits. The individual’s discharge plan will dictate the frequency of the PMM visits. When the TC staff visits he/she completes a monitoring report and may develop an Action Planner as a result of the visit. TCs maintain the monitoring reports and forward these forms to the CSB, licensure and Community Resource Consultants (CRCs) on a weekly basis. This plan should be uploaded into the data management system and become part of the workflow. Additionally, the TC will send a letter to the service provider reviewing the actions agreed upon in during the visit. The generated letter is linked to, and becomes a part of the workflow. The vendor’s proposal should include a description of how the system will record and maintain, at a minimum, the following:
- Schedule of visits
 - Frequency of Visits
 - Monitoring Reports
 - Action Plans, including Time Frame for Implementation.
- 3.4.16 The Discharge Tracking System must support automated configurable steps in the process, inclusive but not exhaustive of the following types of activities:

- Participation in annual meetings
- Scheduling visits
- Provider or TC staff participation in trainings
- Meetings with the parents

3.5 Document Management and Letter Generation

The selected Discharge Tracking System shall include electronic document management capabilities as well as a method of automatically and manually generating letters to providers, individuals, authorized representatives and other entities associated with the discharge case. At a minimum, the Discharge Tracking System must meet the following requirements:

- 3.5.1 The Discharge Tracking System must be able to integrate and automate document management and records management at each point within DBHDS' processes.
- 3.5.2 The Discharge Tracking System must contain a document management facility that handles multiple types of letters, forms, and other State-designated documents.
- 3.5.3 The Discharge Tracking System must provide the capability to trigger letters automatically based on user-defined processing events, such as specific case status within the workflow management queue.
- 3.5.4 The system must support the use of letter templates that are easily updated, including DBHDS letterhead and signature block.
- 3.5.5 The system must allow for the retrieval and reproduction of all generated letters, including the addresses to which the letter was sent and the date they were mailed.
- 3.5.6 Support Coordinators, Social Workers and other key personnel will require access to the system to:
 - Download copies of discharge plans and other forms related to moving
 - Upload signed signature pages from meetings, service plan meetings, and pre-move planning meetings
 - Generate letters to various entities related to status, disposition or other activities associated with the workflow case
- 3.5.7 The Discharge Tracking System must contain a document repository that will allow for keeping historical images, as well as the capability to upload or download images, templates and forms. These documents must be linked to the workflow process.
- 3.5.8 The development of the forms must support the automated population of variable pieces of information.
- 3.5.9 Provide the ability to download Individual Discharge Plan into a hard copy format.

3.6 Reporting

Reports, both routine and impromptu, are a requirement for the Discharge Tracking system. The selected Discharge Tracking System will be capable of supporting DBHDS' need to easily retrieve and print reports from data recorded in the system. Reporting and analytical capabilities give DBHDS the information needed to make informed decisions regarding the delivery of services to individuals. The State requires the delivery of standardized reports delivered through routine processes and specific timeframes (ie, weekly, monthly, quarterly, annually, etc), as well as ad hoc reporting capabilities.

The vendor should describe how reports will be developed to meet DBHDS's needs, how responsive the system will be to data queries and requests for standard and ad hoc reports. Reports may consist of, but are not limited to, data such as:

- Number of people that were placed since beginning active discharge planning.
- Number of post-monitoring visits, types of visit, who completed them, where action items completed
- Number of families or ARs reluctant to move, reasons and the steps taken to address concerns.
- Number of annual meetings, and the attending participants
- Types of training conducted and the purpose of the trainings
- List of individuals in active move planning
- List of individuals who have requested community placement, but have not been referred,
- List of individuals who have had a post-move plan developed,
- List of individuals who have moved to the community
- List of barriers to Community Placement
- Number of educational Opportunities offered Regarding Community Alternatives:
- A list of people who have returned from a community placement
- A list of all deaths that occurred following transitions to the community
- List of all Post-Move Monitoring
- Action Plans

3.7 Converting to Electronic Forms

Managing the Discharge Process and ensuring appropriate Support Coordination requires the use of a number of forms/templates. These forms/templates are currently not available electronically. Forms/Templates are updated and new ones developed on a regular basis. The selected Discharge Tracking System must meet DBHDS' goal of ensuring all such forms/templates are available to be downloaded from the web-based data management system. A sample of some the current forms/templates have been included in the Bidder's library. The samples are not exhaustive of the form/templates that will be used. Offeror will describe how it will make certain that all required forms are made available through the web-based data management system and downloadable by users.

3.8 System Integration

The selected Discharge Tracking System will provide the functionality to interface with multiple entities for the exchange of information, while adhering to the appropriate exchange requirements such as HIPAA. At a minimum, the Discharge Tracking System must support the following requirements to provide the ability to interact with other systems to obtain and feed data:

3.8.1 Integrating with Support Intensity Scale (SIS) information

3.8.2 Capability to integrate with other assessment and tracking tools such as:

- Office of Licensing Information System (OLIS)
- Health Risk Screening Tool (HRST)
- Medicaid Management Information System (MMIS)
- Intellectual Disability On-Line System (IDOLS)
- State Facility Information Patient/Billing System (AVATAR)

3.9 Security / User Security Levels / Log-In

The selected Discharge Tracking System shall have adequate information security in place to protect the system and data from unauthorized access, use, disclosure, disruption, modification, or destruction, to ensure the integrity of the information, protect confidentiality, and ensure timely and reliable access to and use of the information. Information security applies to the Internet, the application, interfaces, database and code, and operational processes.

Successful Offeror will ensure that user log-in, password security, and varying levels of security based on position, must be appropriately addressed. Levels of security will vary for the different users who will access the system (e.g., Social Work Directors, Discharge Coordinators, Social Workers, Central Office Staff, Support Coordinators, and State Office personnel, and DD Service Providers. Regional Office and State Office staff will have access to all information. Support coordinators will only have access to data for the individuals whom they provide services.

Consumer data will contain protected health information. Successful Offeror will ensure that the web-based data management system fully complies with the current HIPAA regulations, security requirements of the National Institute of Standards and Technology (NIST), and any COV security requirements (SEC 501-06, http://www.vita.virginia.gov/uploadedfiles/VITA_Main_Public/unmanaged/library/psgs/Information_Security_Standard_SEC501_06_07012011.pdf).

Offeror should describe, in detail, the security practices it will apply to this project to ensure that they meet or exceed the security requirements listed. The system must be able to:

- 3.9.1 Identify all of the people that are allowed to view or edit data, i.e., the pool of workers that cases can be assigned to, identify people who can view but not edit.
- 3.9.2 For each support note, it must be able to specify date of entry, user and note type, and have the ability to use the pieces of information to create reports, sort, filter, and create alerts.
- 3.9.3 Provide Field level security – defined as allowing some individuals to have only limited field update and/or view capability. For example, CSB Support Coordinators who can enter support notes but not view or update other data on cases. Additionally, the system should support display of only specific pieces of information on the case to specific users.
- 3.9.4 Comply with all HIPAA Rules and standards as required by the Health Insurance Portability and Accountability Act of 1996, including supporting HIPAA-compliant encryption
- 3.9.5 Dedicated server secured by firewall for 1000-2000 total users and 500 concurrent users

3.10 System Back-Up

The Discharge Tracking System must be protected against hardware and software failures, human error, natural disasters, and other emergencies that could interrupt services. Successful Offeror will ensure that data is backed-up in compliance with industry standards for such web-based data management systems and provide a detailed Disaster Recovery Plan. The plan must address recovery of business functions, business units, business processes, human resources, and the technology infrastructure. It is required that the current back-ups be stored off-site and include back-up copies of all filed reports. The back-up features shall include at a minimum the following:

- 3.10.1 Back up regularly and have a disaster plan for off-site safety of information.

- 3.10.2 Ability to restore to a back-up in an event of an emergency. The contractor must establish and maintain adequate and secure daily and weekly backup for all system software and operating programs, system libraries, master files, databases and systems, operations, and user documentation. The back-ups must be maintained at a secure off-site location in an organized and controlled manner.
- 3.10.3 System downtime caused by the failure of one or more components of the Discharge Tracking System application software, must be resolved and the restoration of services implemented within twenty four (24) hours of the failure
- 3.10.4 Demonstrate at least annually the ability to execute Disaster Recovery Plan

3.11 User Training and Technical Assistance

Successful Offeror will provide effective user training to personnel at the Central Office, TCs and CSBs, in a train-the-trainer format, to assure users are well oriented to all components of the system. Successful Offeror will ensure accessibility to technical assistance on an as needed basis. Offeror should describe, in detail, the process it will utilize in order to effectively meet the user training and technical assistance requirements listed above.

4.0 QUALIFICATIONS OF THE PROVIDER:

This section lists all compulsory qualifications, which must be present in the proposal before further consideration will be given.

Offeror will describe their background, relevant experience and qualifications, including, but not limited to the following:

4.1.1 *Experience*

The company and Project Manager must have a minimum of years (3) years experience in information systems, three (3) years subject knowledge in human services, and have developed system(s) that interface with users via Internet access through a web-browser.

Offeror must submit documentation of required experience, in a resume format, to clearly demonstrate that it meets or exceeds the requirements listed above. DBHDS reserves the right to validate Offeror's education, experience, and past performance.

4.1.2 *Company Composition*

The Offeror will include in the proposal the type of business organization (for profit, non-profit, partnership, etc.), the state in which incorporated (if a corporation), the types of business endeavors in which the organization is involved, the address and phone number for the contact office during the term of a contract, and a chart of the organization structure, including the reporting relationships, as they relate to this RFP.

The Offeror will provide a list of three agencies for which similar services, as detailed in this RFP, have been provided during the past three years. The list must include:

- Dates of service
- Name of contact person
- Title of contact person
- Phone number of contact person

The Offeror will also disclose any services terminated by the organizations and the reason(s) for termination. **DBHDS reserves the right to contact agencies to confirm Offeror's education and experience.**

4.1.3 Implementation Plan

The DBHDS is seeking to take advantage of recent technological advancements and implement a Discharge Tracking System that meets all the automation and interfacing requirements presented in this RFP. It is important that offerors present the best solution to satisfy all the functional and technological requirements and to provide a system that will be usable for the Virginia Department of Behavioral Health and Developmental Services programs well into the future. As part of the successful offeror's proposal, the State of Virginia expects a comprehensive management approach, system configuration and design process, and testing plan that results in a successful, timely implementation of the Discharge Tracking System.

The Offeror shall clearly demonstrate an understanding of the objectives and goals of the Department, as well as an understanding of the scope of work which is the subject of this solicitation. The Offeror shall describe in detail its approach to planning, requirements validation, development and configuration, testing and implementing a patient discharge system in accordance with standard, best practices of a disciplined project management approach.

This response must describe the details of the Vendor's plan to manage all phases of the implementation. The detail must describe the Vendor's approach to controlling project activities and reporting progress to the State. At a minimum, the narrative response shall cover:

- Project management approach
- Approach to change management
- Approach to scope control
- Approach to interfacing with the State and status reporting
- Describe quality assurance plan
- Approach to developing user requirements
- Approach to deliverables and State sign-offs
- Approach to routine problem identification, resolution, and escalation approach.

The Offeror's proposed solution will include a draft implementation work plan of how project requirements will be met. The plan will include timelines from the date the contract is awarded until full implementation; the number of staff that will be assigned to the project; hours assigned to implement project; process and timeframes to address problems that arise.

5.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS:

General Instructions:

- 5.1 RFP Response:** In order to be considered for selection Offerors must submit a complete response to this RFP. **One (1) original and four (4) copies must be submitted to the DBHDS.** No other distribution of the proposal shall be made by the Offeror.
- 5.2 Proposal Preparation:** Proposals shall be signed by an authorized representative of the Offeror. All information requested should be submitted. Failure to submit all information requested may result in the Purchasing Agency requiring prompt submission of missing information and/or giving a lowered evaluation of the proposal. Proposals which are substantially incomplete or lack key information may be considered non-responsive and be rejected by the Purchasing Agency. Mandatory requirements are those required by law or are such that they cannot be waived and are not subject to negotiation.

Proposals should be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of the RFP. Emphasis should be on completeness and clarity of content.

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, subletter, and repeat the text requirement as it appears in the RFP. If a response covers more than one page, the paragraph number and subletter should be repeated at the top of the next page. The proposal should contain a table of contents which cross-references the RFP requirements. Information that 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 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 locate where the RFP requirements are specifically addressed.

As used in this RFP, the terms “must”, “shall”, “should” and “may” identify criticality or requirements. “Must” and “shall” identify requirements whose absence will have a major negative impact on the suitability of the proposed solution. Items labeled as “should” or “may” are highly desirable, although their absence will not have a large impact and would be useful, but are not necessary. Depending on the overall response to the RFP, some individual “must” and “shall” items may not be fully satisfied, but it is the intent to satisfy most, if not all, “must” and “shall” requirements. The inability of an Offeror to satisfy a “must” or “shall” requirement does not automatically remove that Offeror from consideration; however it may seriously affect the overall rating of the Offerors’ proposal.

Each original of the proposal should be bound in a single volume.

Ownership of all data, materials and documentation originated and prepared for the State pursuant to the RFP shall belong exclusively to the State 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 protections of § 2.2-4342F of the *Code of Virginia*, in writing, either before or at the time the data or other material is submitted. The written notice must specifically identify the data or materials to be protected and state the reasons why protection is necessary. The proprietary or trade secret material submitted must be identified by some distinct method such as highlighting or underlining and must indicate only the specific words, figures, or paragraphs that constitute trade secret or proprietary information. The classification of an entire proposal document, line item prices and/or total proposal prices as proprietary or trade secrets is not acceptable and may result in rejection of the proposal.

5.3 Oral Presentation of Proposal: Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the Purchasing Agency. At the Offeror's request these may be via telephone conference call. This will provide an opportunity for the Offeror to clarify or elaborate on the proposal but will in no way change the original proposal. Oral presentations are an option of the agency and may not be conducted.

5.4 Specific Requirements of Proposal: Proposals submitted in response to this RFP should be as concise as possible so that the DBHDS evaluation team may properly evaluate your capabilities to provide the required services. Offerors are required to submit the following items, in clearly labeled, sections, as a complete proposal:

5.4.1 The return of this complete RFP and all addenda acknowledgments, if any, signed and filled out as required.

5.4.2 A detailed narrative description of the services to be provided. Narrative should include a description of the proposed methodology in the preparation, analysis and production of cost reports (limited to three (3) pages).

5.4.3 Resumes of key individuals who shall be assigned to manage and carry out the services to be provided under any contract awarded as a result of this RFP, to include all training received

5.4.4 Detailed narrative regarding experience of Offeror to include; number of years experience individual/organization has as a developer and/or proprietor of a CMS approved Electronic Cost Report (ECR) software system, other projects/contracts of this type, including duration or period covered and references with contact name, address and phone number.

5.4.5 Time frame proposal with detailed indication of responsible key individuals addressed in 5.4.3 above and resource commitment for each task.

5.4.6 A Detailed narrative of any support required or expectations of the Purchasing Agency, including use of facilities, equipment and staff.

5.4.7 A detailed financial payment proposal.

6.0 EVALUATION AND AWARD CRITERIA

6.1 Proposals shall be evaluated by the DBHDS using the following criteria:

6.1.1 Proposals which pass the Mandatory Requirements Review will be reviewed for quality and comprehensiveness. Technical proposals will be evaluated in the following areas.

Category

6.1.1.1 Degree to which the systems functionality meets DBHDS requirements

6.1.1.2 Company Background and Experience

6.1.1.3 Soundness of the Implementation Plan

6.1.1.4 Ability to document and track consumer data

6.1.1.5 Ease of converting to electronic forms

6.1.1.6 Ability to provide detailed reporting

6.1.1.7 Security

6.1.1.8 Ability to secure/backup data

6.1.1.9 Provision of training and technical assistance

6.1.1.10 Familiarity with institutional downsizing

6.1.1.11 Is offeror certified by the Virginia Department of Minority Business Enterprise

6.1.1.12 Associated Costs

6.2 **AWARD:** Selection shall be made of two or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors above. Negotiations shall be conducted with the Offerors so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the agency shall select the Offeror(s) which, in its sole opinion, has made the best proposal, and shall award the contract to that Offeror. The agency may cancel this Request for Proposals or reject proposals at any time prior to an award, and is not required to furnish a statement of the reason why a particular proposal was not deemed to be the most advantageous. (*Code of Virginia § 2.2-4395D*) Should the DBHDS determine in writing and in its sole discretion that only one Offeror is fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms, and conditions of the solicitation and the Contractor's proposal as negotiated.

7.0 GENERAL TERMS AND CONDITIONS:

7.1 **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*).

7.2. 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.

7.3. 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 8.3.1 and 8.3.2 below apply:

7.3.1 During the performance of this contract, the contractor agrees as follows:

7.3.1.1 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.

7.3.1.2 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.

7.3.1.3 Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.

7.3.2. The contractor will include the provisions of 8.3.1 above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

7.4. 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.

7.5. 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.

7.6. 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.

7.7. 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.

7.8. 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, DBHDS reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.

- 7.9 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 seven days before the due date. Any revisions to the solicitation will be made only by addendum issued by the contract officer.
- 7.10 PRECEDENCE OF TERMS:** The following General Terms and Conditions VENDORS MANUAL, APPLICABLE LAWS AND COURTS, ANTI-DISCRIMINATION, ETHICS IN PUBLIC CONTRACTING, IMMIGRATION REFORM AND CONTROL ACT OF 1986, DEBARMENT STATUS, ANTITRUST, MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS, CLARIFICATION OF TERMS 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.
- 7.11. QUALIFICATIONS OF OFFEROR:** The DBHDS may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the work and the Offeror shall furnish to DBHDS all such information and data for this purpose as may be requested. DBHDS further reserves the right to reject any proposal if the evidence submitted by or investigations of such Offeror fails to satisfy DBHDS that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services contemplated herein.
- 7.12 ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of DBHDS.
- 7.13. CHANGES TO THE CONTRACT:** Changes can be made to the Contract by written mutual agreement, signed by both parties.
- 7.14. DEFAULT:** In case of failure to deliver good or services in accordance with the contract terms and conditions, DBHDS, 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 DBHDS may have.
- 7.15 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. 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:

7.15.1 Worker's Compensation - Statutory requirements and benefits. Coverage is compensatory 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.

7.15.2 Employers Liability - \$100,000.

7.15.3 Commercial General Liability - \$3,000,000 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.

7.15.4 Automobile Liability - \$1,000,000 – per occurrence

7.16 **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over \$50,000, as a result of this solicitation, the purchasing agency will publicly post such notice on the DBHDS web site (<http://www.dbhds.virginia.gov/adm-RFPS.htm>) for a minimum of 10 days.

7.17 **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.

7.18. **NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the award of this contract because of race, religion, color, sex, national origin, age, or disability or against faith-based organizations. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time

after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

7.19 eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION: The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet procurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:

- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.
- b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments.

Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued July 1, 2011 thru June 30, 2012, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- b. For orders issued July 1, 2012 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, approximately 30 days after the corresponding purchase order is issued and payable 30 days after the invoice date. Any adjustments (increases/decreases) will be handled through purchase order changes.

7.20 PAYMENT:

7.21.1 To Prime Contractor:

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).

7.20.1.1 Any payment terms requiring payment in less than 30 days shall 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.

7.20.1.2 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.

7.20.1.3 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

7.20.1.4 **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 Purchasing Agency 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*).

7.20.2 To Subcontractors:

A Contractor awarded a contract under this agreement is hereby obligated:

7.20.2.1 To pay the subcontractor(s) within seven (7) days of the Contractor's receipt of payment from the Purchasing Agency for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

7.20.2.1 To notify the Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

7.20.2.1 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

Purchasing Agency, 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.

7.21 TESTING AND INSPECTION: The DBHDS reserves the right to conduct any test/inspection it may deem advisable to assure goods and services conform to the specifications.

8.0 SPECIAL TERMS AND CONDITIONS:

8.1. ADVERTISING: In the event a contract is awarded for supplies, equipment, or services resulting from this proposal, no indication of such sales or services to the DBHDS will be used in product literature or advertising. The contractor shall not state in any of its advertising or product literature that the Commonwealth of Virginia or any agency or institution of the Commonwealth has purchased or uses its products or services.

8.2 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 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.

8.3 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.

8.4 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. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. 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.

8.5 PRIME CONTRACTOR RESPONSIBILITIES: The contractor shall be responsible for completely supervising and directing the work under this contract and all subcontractors that he may utilize, using his best skill and attention. Subcontractors who perform work under this contract shall be responsible to the prime contractor. The contractor agrees that he is as fully responsible for the acts and omissions of his subcontractors and of persons employed by them as he is for the acts and omissions of his own employees.

8.6 SUBCONTRACTS: No portion of the work shall be subcontracted without prior written 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 its subcontractor(s) and shall assure compliance with all requirements of the contract.

8.7 RENEWAL OF CONTRACT: This contract may be renewed by the Purchasing Agency upon written agreement of both parties for four (4) additional periods of up to one year duration 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. Written notice of the Commonwealth's intention to renew shall be given approximately 30-90 days prior to the expiration date 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 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 "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.

2. If during any subsequent renewal periods, the Commonwealth 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 "other services" category of the CPI-U section of the Consumer Price Index - of the United States Bureau of Labor Statistics for the latest twelve (12) months for which statistics are available as of the date of renewal.

8.8 IDENTIFICATION OF PROPOSAL ENVELOPE: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____
Name of Offeror Due Date Time

Street or Box Number _____

City, State, Zip Code _____

RFP Title _____ RFP Number _____

Name of Contract/Purchase 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.

8.9 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.

8.10 NONDISCRIMINATION OF CONTRACTORS: An offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, 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 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.

8.11 CONTRACT MANAGEMENT AND ADMINISTRATION: A primary contract administrator will be appointed by the Contracting Agency who will be responsible for monitoring and evaluating contractor performance. Only the DBHDS Office of Administrative Services may authorize any changes to the contract that modify, in a material fashion, the cost, terms and conditions, scope of work or delivery of services to be provided under the contract.

8.12 OWNERSHIP OF INTELLECTUAL PROPERTY: All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth. On request, the contractor shall promptly provide an acknowledgment or assignment in a tangible form satisfactory to the Commonwealth to evidence the Commonwealth's sole ownership of specifically identified intellectual property created or developed in the performance of the contract.

8.13 LATEST SOFTWARE VERSION: Any software product(s) provided under the contract shall be the latest version available to the general public as of the due date of this solicitation.

8.14 LIMITATION OF USE: The Commonwealth's right to use computer software developed entirely at private expense may be limited by the contractor as stipulated in this contract. Notwithstanding any provision to the contrary however, the Commonwealth shall have at a minimum: unlimited use of the software on the equipment for which it is purchased; use of the software on a secondary system for backup purposes should the primary system become unavailable, malfunction, or is otherwise rendered inoperable; use of the software at another Commonwealth site should the system be entirely transferred to that location; the right to make a backup copy for safekeeping; the right to modify or combine the software with other programs or materials at the Commonwealth's risk; and the right to reproduce any and all documentation provided such reproduction is for the sole use of the Commonwealth. These rights are perpetual and irrevocable; in the event of any actual or alleged breach by the Commonwealth, the

contractor's sole remedy shall be to pursue a monetary claim in accordance with § 2.2-4363 of the *Code of Virginia*.

8.15 PRODUCT SUBSTITUTION: During the term of any contract resulting from this solicitation, the vendor is not authorized to substitute any item for that product and/or software identified in the solicitation without the prior written consent of the contracting officer whose name appears on the front of this solicitation, or their designee.

8.16 SOFTWARE DISPOSITION: Unless otherwise instructed by the contractor, the Commonwealth shall render unusable all copies of software acquired under the contract within thirty (30) days of termination of its license, except that the Commonwealth does reserve the right to retain one copy of the software for archival purposes when appropriate.

8.17 TITLE TO SOFTWARE: By submitting a bid or proposal, the bidder or offeror represents and warrants that it is the sole owner of the software or, if not the owner, that it has received all legally required authorizations from the owner to license the software, has the full power to grant the rights required by this solicitation, and that neither the software nor its use in accordance with the contract will violate or infringe upon any patent, copyright, trade secret, or any other property rights of another person or organization.

8.18 Compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and the regulations promulgated thereunder:

Except as otherwise limited in this contract, contractor may use or disclose protected health information (PHI) to perform functions, activities, or services for, or on behalf of, the Department of Behavioral Health and Development Services (DBHDS) as specified in this contract. In performance of contract services, 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 DBHDS any use or disclosure of PHI not provided for by this Contract of which it becomes aware;
- 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 DBHDS as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164 and the American Recovery and Reinvestment Act (P.L. 111-5) when effective;
- 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 the DBHDS any security incident of which it becomes aware.
- Contractor shall notify DBHDS of a breach of unsecured PHI on the first day on which such breach is known by Contractor or an employee, officer or agent of Contractor other than the person committing the breach, or as soon as possible following the first day on which Contractor or an employee, officer or agent of Contractor other than the person committing the breach should have known by exercising reasonable diligence of such breach. Notification shall include, to the extent possible, the identification of each individual whose unsecured PHI has been, or is reasonably believed by the Contractor to have been, accessed, acquired, used or disclosed during the breach. Contractor shall also provide DBHDS with any other available information at the time Contractor makes notification to DBHDS or promptly thereafter as information becomes available. Such additional information shall include (i) a brief description of what happened, including the date of the breach; (ii) a description of the types of unsecured PHI that were involved in the breach; (iii) any steps the Contractor believes individuals should take to protect themselves from potential harm resulting from the breach; and (iv) a brief description of what Contractor is doing to investigate the breach, mitigate harm to individuals, and protect against any future breaches.

For purposes of this paragraph, unsecured PHI means PHI which is not encrypted or destroyed. Breach means the acquisition, access, use or disclosure of PHI in a manner not permitted by the HIPAA Privacy Rule or this contract which compromises the security or privacy of the PHI by posing a significant risk of financial, reputational, or other harm to the individual.

- Impose the same requirements and restrictions contained in this contract on its subcontractors and agents to whom contractor provides PHI received from, or created or received by a contractor on behalf of the DBHDS;
- Provide access to PHI contained in a designated record set to the DBHDS, in the time and manner designated by the DBHDS, or at the request of the DBHDS, 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 DBHDS;
- Document and provide to DBHDS information relating to disclosures of PHI as required for the DBHDS 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 a contractor on behalf of DBHDS, available to the Secretary of the U.S. Department of Health and Human Services Secretary for the

purposes of determining compliance with 45 CFR Parts 160 and 164, subparts A and E;

- At termination of the contract, if feasible, return or destroy all PHI received from, or created or received by a Contractor on behalf of the DBHDS that the 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 or disclose PHI received from the DBHDS, 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 it 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 person will notify the contractor of any instances of which it is aware in which the confidentiality of the information has been breached.

8.19 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.

Note: Please contact the Virginia State Corporation Commission Clerk's Office, at (804) 371-9733 or toll-free in Virginia at 1-866-722-2551, for detailed information of how to comply with the requirements of Special Condition 8.19.