

**CUMBERLAND MOUNTAIN COMMUNITY SERVICES BOARD  
PO BOX 810  
196 CUMBERLAND ROAD  
CEDAR BLUFF, VA 24609  
276-964-6702**

**REQUEST FOR PROPOSAL**

**FOR**

**DEVELOPMENTAL DISABILITIES CASE MANAGEMENT SERVICES  
(DD CASE MANAGEMENT)**

**SEALED PROPOSAL ACCEPTANCE DATE AND TIME  
FEBRUARY 28, 2020  
2:00 P.M.**

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*Mr. Jackie Hubbard, CPA  
Chief Financial Officer  
276-964-6702  
Email: ddcms@cmcsb.com*

**RFP Title:** DD Case Management Services

**Issue Date:** February 28, 2020

**Issuing Agency:** Cumberland Mountain Community Services Board (CMCSB)  
196 Cumberland Road, Cedar Bluff, Virginia 24609

**Period of Contract:** May 1, 2020 through April 30, 2021; with one year renewal options

**Worksite:** CMCSB Catchment Area (Buchanan, Russell, Tazewell Counties)

**A pre-conference is not scheduled.** Direct all inquiries for information to Mr. Jackie Hubbard, Chief Financial Officer, in written format via email with "RFP for DDCMS" in the subject line, to [ddcms@CMCSB.com](mailto:ddcms@CMCSB.com) no later than **February 28, 2020 at 2:00 p.m. Eastern Time.** CMCSB will answer material and pertinent questions in writing. **It is the responsibility of the potential Offeror to check the web sites for these notices.**

For mailed and hand delivered sealed proposals, send directly to the issuing agency identified above, Attention: Mr. Jackie Hubbard, Chief Financial Officer, no later than **February 28, 2020 at 2:00 p.m. Eastern Time.** CMCSB will not consider late proposals. Offerors mailing proposals should allow sufficient mail delivery time to ensure timely receipt.

**Unauthorized contact with other CMCSB staff regarding this RFP may result in the disqualification of the Offeror.**

**\*\*FACSIMILES AND EMAILS FOR SEALED BID PROPOSALS WILL NOT BE ACCEPTED\*\***

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

**IN COMPLIANCE WITH THIS REQUEST FOR PROPOSAL (RFP) AND SUBJECT TO ALL CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED AGREES TO FURNISH THE SERVICES AT THE PRICES BY THEIR SUBMISSION.**

**IT IS THE OFFEROR'S RESPONSIBILTY TO ENSURE THAT PROPOSALS ARE RECEIVED AT THE LOCATION INDICATED BY THE DATE AND TIME LISTED HEREIN. OFFERORS WILL INCLUDE THIS COVER SHEET IN YOUR PROPOSAL WITH ALL REQUESTED INFORMATION AND AN AUTHORIZED SIGNATURE.**

**IN COMPLIANCE WITH THIS REQUEST FOR PROPOSALS AND TO ALL THE CONDITIONS IMPOSED THEREIN, THE UNDERSIGNED OFFEROR AGREES TO FURNISH THE SERVICES IN ACCORDANCE WITH THE ATTACHED SIGNED PROPOSAL OR AS MUTUALLY AGREED UPON BY SUBSEQUENT NEGOTIATION.**

My signature warrants that I have not employed or retained any firm or person other than a bona fide employee working solely for the firm to solicit or secure this Contract and have not paid or agreed to pay any firm or person other than a bona fide employee working solely for the firm any fee, commission, percentage, brokerage fee, gifts or other consideration contingent upon or resulting from the award or making of this Contract. For breach or violation of this warranty, CMCSB will have the right to annul or void this Contract without liability or, in its sole discretion, to deduct from the contract price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

My signature also certifies that this firm has no business or personal relationships with any other companies or persons that could be considered as a conflict of interest or potential conflict of interest to CMCSB, and that there are no principals, officers, agents, employees, or representatives of this firm that have any business or personal relationships with any other companies or persons that could be considered as a conflict of interest or a potential conflict of interest to CMCSB, pertaining to any and all work or services to be performed as a result of this request and any resulting contract with CMCSB.

If the Offeror knowingly makes a material misrepresentation in submitting information to CMCSB, such misrepresentations are sufficient grounds for rescinding the award of this Contract.

By signing this document, I hereby certify that I am authorized to sign as a Representative for the Firm and to obligate the Firm to the terms and conditions contained herein:

\_\_\_\_\_  
(Official Signature)

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
Print Name of Organization (if applicable)

\_\_\_\_\_  
Tax Identification Number

\_\_\_\_\_  
Individual/Organization Address

\_\_\_\_\_  
Telephone Number

\_\_\_\_\_  
Fax Number

\_\_\_\_\_  
Email Address

\_\_\_\_\_  
Date

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

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**I. PURPOSE**

The procurement is conducted by Cumberland Mountain Community Services Board (CMCSB) pursuant to Virginia Code §2.2-4304 for the purpose of contracting for case management services for individuals who are diagnosed with a developmental disability, excluding any individual diagnosed with an intellectual disability.

CMCSB may also award multiple contracts in order to ensure that services are available when needed.

**II. BACKGROUND**  
**GENERAL**

- A. Community Services Boards are licensed to offer case management services to citizens with serious mental illness, substance use disorders and intellectual disabilities. Beginning July 1, 2016, Community Services Boards will assume responsibility of case management for individuals diagnosed with a developmental disability and will be licensed for such.
- B. The Community Services Board system created pursuant Chapter 5 of Title 37.2-500 of the Code of Virginia for contracting with agencies which provide needed behavioral health services, developmental services/intellectual disability services, and substance use services. As a desire to offer adequate choice, Community Services Boards will enter into contract with a private agency/qualified individual for the provision of DDCM.
- C. The goal of the Contractor will be to provide each individual with quality case management services that incorporates respect for individual choice, enables community integration, and is values-based and ability-focused. The Contractor will serve individuals with developmental disabilities who may also have a complex array of needs including but not limited to medical, mental health and behavioral concerns.
- D. Through this contractual relationship, Community Services Boards will be responsible

for holding the licensing certificate and will assume responsibility for management and oversight of the DDCM service including billing, technical assistance, and quality assurance.

### **III. SCOPE OF WORK/SPECIFICATIONS**

#### **A. SERVICES**

The Contractor will be available to provide case management services to commence on or about May 1, 2020. These services will include, but not be limited to, the following:

1. Participating in all supervision, necessary training and meetings identified or provided by CMCSB related to or arising out of this contract or the provision of the services.
2. Providing choice of provider options for individuals receiving Waiver services which may include services provided by CMCSB and other public and private agencies. Individuals receiving Waiver services may choose their service providers initially and may also choose to change service providers over time.
3. Closely coordinating care for individuals in a mental health crisis with Community Services Boards and CMCSB Emergency Services and Region III Regional Education Assessment Crisis Response Habilitation (REACH).
4. With respect to the services, provide all data to CMCSB by the due dates identified in Exhibit 3.
5. Providing documentation in CMCSB's Electronic Health Record system, using agency approved, encrypted equipment.
6. Providing required documentation according to the timelines established by DMAS, DBHDS, licensing and/or CMCSB and in accordance with due dates in Exhibit 4.
7. Providing full and accurate documentation that substantiates billing for services and submitting documentation timely to CMCSB.
8. Providing CMCSB a professional code of ethics signed and agreed to by each DD Case Manager.
9. Notifying CMCSB of any Human Rights complaints related to abuse, neglect, or exploitation within eight hours of the allegation.
10. Promptly providing documentation, upon request of CMCSB, for the purposes of oversight, review, audit, investigation, or complaint.

11. Providing all equipment necessary for contractor's staff to perform the services and to meet its contractual obligations hereunder (i.e., vehicle, telephone, etc.) Contractor will be provided an encrypted computer to ensure HIPAA compliance.
12. Contractor shall not maintain any hard copies of any documentation related to the provision of services. All documentation must be provided in CSB's electronic health record, or if in paper form, given to CSB for scanning. No copies of any records may be maintained by the Contractor. CMCSB may perform in-progress and post-performance audits of Contractors' records maintained in connection with the contract. Moreover, Contractor will make its records available as requested for review, inspection, copying, and audit by DMAS, DBHDS or any duly authorized agent of either of them.
13. At the time of responding to this solicitation, has a current, valid service provider agreement with the Department of Medical Assistance Services (DMAS) to offer services, or proof of recent surrender of agreement, if applicable.

## **B. REGULATOR COMPLIANCE**

### **1. Local, State and Federal Laws, Regulations, and/or Policies Governing Case Management Services**

- a. The Contractor shall operate in accordance with all federal, state and local laws, rules, and regulations, including specifically Department of Behavioral Health and Developmental Services (DBHDS) Rules and Regulations for Licensing Providers, DMAS Individual and Family Developmental Disabilities Waiver Services Provider Manual, Regulations to Assure the Rights of Individuals Receiving Service from Providers Licensed, Funded or Operated by the Department of Behavioral Health and Developmental Services, and the rules, regulations, terms and conditions of CMCSB's license.
- b. The Contractor shall adhere to Local, State, and Federal reporting requirements for: abuse, neglect, exploitation, human rights, serious injuries, deaths, and privacy violations. Reports shall be made to the CMCSB Administrator of DDCM in accordance with Human Rights regulations, Adult Protective Services regulations, Health Insurance Portability and Accountability Act (HIPAA), DBHDS regulations, Community Services Boards and CMCSB policies and procedures.

### **2. Privacy, Confidentiality, Security, and Handling of Protected Health Information (PHI) and Medical Records**

- a. Subject to Federal and State Laws and Regulations, including the Virginia Freedom of Information Act (FOIA) and HIPAA 45 CFR parts 160, 162, & 164, the Contractor and CMCSB agree to hold private, confidential and secure all Protected Health Information (PHI) and records of individual contact, including, but not limited to:
  - i. All findings, memoranda, correspondence, documents or records of any type

that identify the individual, whether electronic, written or oral;

- ii. All PHI and medical records generated by the Contractor, on a need to know basis.
- b. The Contractor will only release PHI and medical records in accordance with CMCSB policy, after review by CMCSB Quality Assurance Department and under written authorization, Business Associate Agreements (BAA) and HIPAA regulations.
- c. Contents of individual records shall be discussed only with designated CMCSB staff, on a need to know basis.
- d. All PHI and medical record inquiries, for records kept in accordance with this contract or the services provided hereunder, shall be referred to CMCSB.
- e. Contractor's obligations and responsibilities under this section survive the end or termination of this contract.
- f. Retention and destruction of all records shall be in accordance with applicable Federal, State and Local confidentiality laws.

## **C. QUALIFICATIONS AND STAFFING**

### **1. Qualifications**

- a. The Contractor will employ appropriately trained and qualified staff to perform the required services for case management of individuals with developmental disabilities established by DMAS, DBHDS and CMCSB including but not limited to the knowledge, skills and abilities established in 12 VAC 30-50-440 Exhibit 2, substituting developmental disabilities for mental retardation.
- b. CMCSB may require additional training to comply with CMCSB qualification requirements.
- c. The Contractor will ensure that all DD Case Managers receive all required training and any additional training required by DMAS, DBHDS or CMCSB during the term of this agreement. Required training modules include but may not be limited as identified in Exhibit 2.
- d. The Contractor will complete criminal history and central registry background investigations for identified staff as required by Virginia Code § 37.2-416 and submit Child Protective Services reference checks, drug screenings, and Office of Inspector General's List of Excluded Individuals and Entities (LEIE) and Systems Awards Management (SAM) reports as required by DMAS and managed care organizations. The contractor should employ only staff who satisfy all required checks and screenings.
- e. All of the Contractor's staff will possess up-to-date cardiopulmonary resuscitation (CPR) and First-Aid certifications and the ability to carry out such procedures.

- f. All of the Contractor's staff will possess up-to-date Behavioral Intervention training from a State approved program that meets Virginia Department of Behavioral Health and Developmental Services requirements and ability to implement such methods.

## **2. Staffing**

- a. Provide a sufficient number of case management staff for individuals with developmental disabilities to ensure the case management needs of each individual are supported, 24 hours a day, 7 days a week, 365 days a year;
- b. Any actions by Contractor staff deemed to be inappropriate may be cause for not allowing staff to provide services under this contract.

## **D. RESPONSIBILITY OF CMCSB:**

1. Maintain a current, valid Department of Behavioral Health and Developmental Services (DBHDS) license for case management services under which Contractor will provide services throughout the term of the contract.
2. Verify and review Contractor's criminal history and central registry background investigations, completed for identified staff as required by Virginia Code § 37.2-416, and Child Protective Services reference checks, drug screenings, and Office of Inspector General's List of Excluded Individuals and Entities (LEIE) and Systems Awards Management (SAM) reports as required.
3. Provide Contractor with information about the data collection format and due dates as identified in Exhibit 2.
4. Identify and provide training and supervision, as needed, for persons who are providing the DDCM Services.
5. Include DD Case Managers in meetings about the services, as needed.
6. Oversee and monitor the performance of Contractor's provision of the services hereunder, and provide feedback to Contractor as a result of the oversight and monitoring.
7. Assume responsibility for providing options from which individuals may choose for the provision of the services. CMCSB is obligated to provide individuals receiving services options for their service providers which may include services provided by CMCSB, and other public and private providers, as available.
8. Monitor the individual's satisfaction with the services and make available, if needed or requested, other case managers or contractors to provide the services.
9. Provide billing to appropriate payor source for the services.



10. Document and submit through the Computerized Human Rights Information System (CHRIS) all Human Rights complaints and other critical incidents received about the services.
11. Review and follow up on all allegations of abuse, neglect and/or exploitation arising out of or relating to the services to ensure appropriate reporting to Child Protective Services, Adult Protective Services, and/or DBHDS, as appropriate. The review and follow up of allegations shall be performed in accordance with the applicable laws, rules and regulations, including, but not limited to, licensing regulations and the Rules and Regulations to Assure the Rights of Individuals, Receiving Services from Providers Licensed, Funded or Operated by the Department of Behavioral Health and Developmental Services ("Human Rights Regulations"), and any applicable human resource requirements. CMCSB will notify Contractor of the outcome of the review.

## **12. BILLING, COMPENSATION AND AUDIT**

- a. CMCSB will:
  - i. Bill the appropriate payor based on documentation submitted by Contractor.
  - ii. Pay a monthly rate of \$175.40 per individual who was provided Services for a full calendar month, providing that the necessary and appropriate documentation of the Services are timely submitted to CMCSB by Contractor. CMCSB reserves the right to refuse payment for any Services for which full, complete, and accurate documentation is not timely received.
  - iii. Make payment to Contractor by the 15<sup>th</sup> of the month in the second month following submission of timely, accurate and complete documentation of provision of the Services. Payments by CMCSB hereunder are contingent upon the appropriation of sufficient funds for this purpose in any fiscal year.

## **IV. INSTRUCTIONS**

### **A. SUBMISSION AND RECEIPT OF PROPOSALS**

1. Submittals, in seven (7) copies, marked "RFP for DDCMS" will be received no later than 2:00 p.m., Local Time Prevailing, on February 28, 2020, at:  
Cumberland Mountain CSB - RFP for DDCMS  
Mr. Jackie Hubbard, Chief Financial Officer  
PO Box 810  
196 Cumberland Road  
Cedar Bluff, Virginia 24609
2. Should you decide to utilize an express delivery service, please note that we are

located at 196 Cumberland Road, Cedar Bluff, Virginia 24609.

3. Mark the outside of the envelope with “**RFP for DDCMS**”.
4. It is the sole responsibility of the offerors for ensuring that their proposals are stamped by Administrative personnel before the deadline indicated in Paragraph A of the instructions. Proposals and/or any addenda pertaining thereto, received after the announced time and date of receipt, by mail or otherwise, will be returned. However, nothing in this RFP precludes the CMCSB from requesting additional information at any time during the procurement process.
5. In the event that CMCSB is not operating under normal staffing levels or if the location for pre-proposal meetings or receipt of proposals is inaccessible due to inclement weather or other emergency situations at the published time, the proposal submission or pre-proposal meeting will default to the next regular business day at the same time.
6. If you are an individual with a disability and require a reasonable accommodation, please notify Mr. Jackie Hubbard at (276) 964-6702, three working days prior to need.
7. Nothing herein is intended to exclude any responsible firm or in any way restrain or restrict competition. On the contrary, all responsible firms are encouraged to submit proposals. Any requirements listed herein are intended to describe qualifications, certifications and/or experience considered to be vital and should be used as guidelines for proposal submission. Firms not meeting specific requirements listed herein are encouraged to list and/or demonstrate alternate qualifications, certifications and/or experience for consideration.
8. Any proposal submitted **MUST** include the cover sheet which has been signed by an individual authorized to bind the offeror. All proposals submitted without such signature will not be considered.
9. Proposals shall not be accepted via fax or e-mail.
10. For information pertaining to the decision to award and/or award on this procurement transaction, offerors may access public notification electronically at [www.cmcsb.com/ddcms](http://www.cmcsb.com/ddcms).

## **B. SUBMITTAL FORMAT**

In order to facilitate the analysis of responses to this RFP, offerors should prepare the proposal with the instructions outlined in this section and should structure the proposal so that it contains individual tabs/sections detailing proposed services.

1. Offeror’s responses should be prepared as simply as possible with straightforward, concise descriptions of their capabilities to satisfy the requirements of this RFP.
2. Expensive bindings, color displays, promotional materials, demo CDs, etc., are not needed. Emphasis should be concentrated on accuracy, completeness, and clarity

of content. All information should be presented in a non-technical format to ensure understanding. All responses should be tailored specifically for CMCSB.

3. CMCSB proposals that provide innovative alternatives to addressing CMCSB's existing needs as described in the solicitation. Information which the offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material.
4. Detailed Submittal Format
  - a. Introduction letter, signed cover sheet, Attachment A – Virginia State Corporation Commission (SCC) Registration Information form, and addenda acknowledgement, if applicable.
  - b. Executive summary – Provide a narrative, prepared in non-technical terms, summarizing the offeror's proposal. The executive summary should identify the primary contact for the offeror including name, address, telephone number and e-mail address.
  - c. A detailed description of the services to be provided which addresses each of the topics listed in the Scope of Work/Specifications. Clearly state your ability to meet or exceed the requested services. Policies and procedures should be included which support the offeror's ability to provide services in accordance with the scope of work.
  - d. Statement of qualifications and capacity of firm to provide services required. The offeror should include a description of the organizational and staff experience as it relates to meeting CMCSB's needs to include experience administering similar contracts for government entities. The response should address firm's size, structure, and number of years in business. An organizational chart and job descriptions should be included as supporting documentation, if applicable. The offeror should also include information regarding their annual audit and line of credit.
  - e. Key Individuals – The offeror should provide a list of key individuals to be assigned to CMCSB's contract, specify their role in administering the contract, and provide a current biography/resume for each individual.
  - f. References - All offerors should include a list of a minimum of three (3) references, from similar projects/contracts, who could attest to the firm's knowledge, quality of work, timeliness, diligence, flexibility, and ability to meet budget constraints. Include names and addresses, contact persons, phone numbers and e-mail addresses of all references. CMCSB reserves the right to contact references other than, and/or in addition to those furnished by an offeror. References may or may not be reviewed or contacted at the discretion of CMCSB.
  - g. Offerors need to indicate which geographic locations in which they provide

services.

h. Provide services as outlined in exhibit 1.

## V. **GENERAL TERMS AND CONDITIONS**

- A. **APPLICABLE LAWS AND COURTS:** This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The 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 *Contractors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.
- B. **ANTI-DISCRIMINATION:** By submitting their (bids/proposals), (bidders/offerors) certify to CMCSB that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

In every contract over \$10,000 the provisions in 1. and 2. below apply:

1. During the performance of this contract, the contractor agrees as follows:
    - a. The contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the contractor. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
    - b. The contractor, in all solicitations or advertisements for employees placed by or on behalf of the contractor, will state that such contractor is an equal opportunity employer.
    - c. Notices, advertisements and solicitations placed in accordance with federal law, rule or regulation shall be deemed sufficient for the purpose of meeting these requirements.
  2. The contractor will include the provisions of 1. above in every subcontract or purchase order over \$10,000, so that the provisions will be binding upon each subcontractor or contractor.
- C. **ETHICS IN PUBLIC CONTRACTING:** By submitting their (bids/proposals), (bidders/offerors) certify that their (bids/proposals) are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other (bidder/offeror), supplier, manufacturer or subcontractor in connection with their (bid/proposal), and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit

of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- D. **IMMIGRATION REFORM AND CONTROL ACT OF 1986**: By entering into a written contract with CMCSB, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.
- E. **DEBARMENT STATUS**: By participating in this procurement, the Contractor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Contractor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.
- F. **ANTITRUST**: By entering into a contract, the contractor conveys, sells, assigns, and transfers to CMCSB all rights, title and interest in and to all causes of action it may now have or hereafter acquire under the antitrust laws of the United States and the Commonwealth of Virginia, relating to the particular goods or services purchased or acquired by CMCSB under said contract.
- G. **MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS**:
1. (For Invitation For Bids): Failure to submit a bid on the official form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, CMCSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a bid as nonresponsive. As a precondition to its acceptance, CMCSB may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.
  2. (For Request For Proposals): Failure to submit a proposal on the official 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, CMCSB reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- H. **PRECEDENCE OF TERMS**: The following General Terms and Conditions *CONTRACTORS 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*, *PAYMENT* shall apply in all instances. In the event there is a conflict between any of the other General Terms and Conditions and any Special Terms and Conditions in this solicitation, the Special Terms and Conditions shall apply.
- I. **QUALIFICATIONS OF (BIDDERS/OFFERORS)**: CMCSB may make such reasonable investigations as deemed proper and necessary to determine the ability of the (bidder/offeror) to perform the services/furnish the goods and the (bidder/offeror) shall furnish to CMCSB all such information and data for this purpose as may be requested. CMCSB reserves the right to inspect (bidder's/offeror's) physical facilities prior to award to satisfy questions regarding the (bidder's/offeror's) capabilities. CMCSB further reserves the right to reject any (bid/proposal) if the evidence submitted by, or investigations of, such (bidder/offeror) fails to satisfy CMCSB that such (bidder/offeror) is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

- J. **ASSIGNMENT OF CONTRACT:** A contract shall not be assignable by the contractor in whole or in part without the written consent of CMCSB.
- K. **CHANGES TO THE CONTRACT:** Changes can be made to the contract in any of the following ways:
1. The parties may agree in writing to modify the terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. 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. CMCSB may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify CMCSB of the adjustment to be sought, and before proceeding to comply with the notice, shall await CMCSB's written decision affirming, modifying, or revoking the prior written notice. If CMCSB decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give CMCSB 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 CMCSB's right to audit the contractor's records and/or to determine the correct number of units independently; or
- L. **DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, CMCSB, 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 CMCSB may have.
- M. **USE OF BRAND NAMES:** Unless otherwise provided in this solicitation, the name of a certain brand, make or manufacturer does not restrict (bidders/offers) to the specific brand, make or manufacturer named, but conveys the general style, type, character, and quality of the article desired. Any article which the public body, in its sole discretion, determines to be the equivalent of that specified, considering quality, workmanship, economy of operation, and suitability for the purpose intended, shall be accepted. The (bidder/offers) is responsible to clearly and specifically identify the product being offered and to provide sufficient descriptive literature, catalog cuts and technical detail to enable CMCSB to determine if the product offered meets the requirements of the solicitation. This is required even if offering the exact brand, make or manufacturer specified. Normally in competitive sealed bidding only the information furnished with the bid will be considered in the evaluation. Failure to furnish adequate data for evaluation purposes may result in declaring a bid nonresponsive. Unless the (bidder/offers) clearly indicates in its (bid/proposal) that the product offered is an equivalent product, such (bid/proposal) will be considered to offer the brand name product referenced in the solicitation.
- N. **INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder/offers certifies that if awarded the contract, it will have the following insurance coverage 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 bidder/offeror further certifies that the contractor and any subcontractors will maintain these insurance coverage during the entire term of the contract and that all insurance coverage will be provided by insurance companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

**MINIMUM INSURANCE COVERAGES AND LIMITS REQUIRED FOR MOST CONTRACTS:**

1. Workers' Compensation - Statutory requirements and benefits. Coverage is compulsory for employers of three or more employees, to include the employer. Contractors who fail to notify CMCSB of increases in the number of employees that change their workers' compensation requirements under the Code of Virginia during the course of the contract shall be in noncompliance with the contract.
2. Employer's Liability - \$100,000.
3. Commercial General Liability - \$1,000,000 per occurrence and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. CMCSB must be named as an additional insured and so endorsed on the policy.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

**Profession/Service**

**Limits**

Clinical Psychologists,

Clinical Social Workers, Professional Counselors, \$2,450,000 per occurrence, \$4,450,000 aggregate  
(Limits increase each July 1 through fiscal year 2031 per *Code of Virginia* § 8.01-581.15.)

Insurance/Risk Management \$1,000,000 per occurrence, \$3,000,000 aggregate

- O. **ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, CMCSB will publicly post such notice on the DGS/DPS eVA VBO ([www.eva.virginia.gov](http://www.eva.virginia.gov)) and CMCSB's website at [www.cmcsb.com/ddcms](http://www.cmcsb.com/ddcms) for a minimum of 10 days.
- P. **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 contractor.

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.

- Q. **NONDISCRIMINATION OF CONTRACTORS:** A bidder, offeror, or contractor shall not be discriminated against in the solicitation or award of this contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to

discrimination in employment or because the bidder or offeror employs ex-offenders unless 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.

- R. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that CMCSB shall be bound hereunder only to the extent of the funds available or which may hereafter become available for the purpose of this agreement.
- S. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.
- T. **AUTHORIZATION TO CONDUCT BUSINESS IN THE COMMONWEALTH:** A contractor organized as a stock or nonstock corporation, limited liability company, business trust, or limited partnership or registered as a registered limited liability partnership shall be authorized to transact business in the Commonwealth as a domestic or foreign business entity if so required by Title 13.1 or Title 50 of the *Code of Virginia* or as otherwise required by law. Any business entity described above that enters into a contract with a public body pursuant to the *Virginia Public Procurement Act* shall not allow its existence to lapse or its certificate of authority or registration to transact business in the Commonwealth, if so required under Title 13.1 or Title 50, to be revoked or cancelled at any time during the term of the contract. A public body may void any contract with a business entity if the business entity fails to remain in compliance with the provisions of this section.

## VI. **SPECIAL TERMS AND CONDITIONS**

### A. **BILLING, COMPENSATION AND AUDIT:**

1. Document and substantiate the provision of Services in accordance with all DMAS, DBHDS, licensing and CMCSB requirements and timeframes and in a format acceptable to CMCSB. Contractor's failure to timely provide all necessary documentation for services will delay its right to be compensated for any services not properly and timely documented.
2. Submit billing documentation to CMCSB by the **15th** of each month for services provided in the previous calendar month.
3. If any state or federal agency denies payment to CMCSB for services provided hereunder, or if CMCSB is required to repay or refund to any state or federal agency or billing source any amount paid to Contractor hereunder, then Contractor agrees to refund that amount to CMCSB. Alternatively, CMCSB may withhold that amount from future payments due to Contractor.
4. Contractor agrees to provide a copy of its annual, or most recent, audit, a copy of the audit management letter, and a copy of the plan of correction for the services and any program related thereto by November 1 for CMCSB review and submission to DBHDS by November 30 of each calendar year.

- B. **BUSINESS ASSOCIATE AGREEMENT (BAA):** The Contractor shall execute a Business Associates Agreement with CMCSB regarding the Standards for Security and Privacy of Individually Identifiable



Health Information promulgated by the U.S. Department of Health and Human Services under HIPAA and under HITECH Act as well as to satisfy their respective duties to protect the confidentiality and integrity of Protected Health Information as required by other federal or state law, policy, professional ethics, and accreditation requirements that may be disclosed under the agreement.

- C. COMPLIANCES:** Contractor agrees to ensure that its agents, servants, employees or other persons providing services shall perform in substantial accordance with CMCSB policies and procedures, and all applicable federal, state, and local laws, regulations, rules, policies, and procedures, including, but not limited to, the following:
1. Rules and Regulations to Assure the Rights of Individuals Receiving Services from Providers Licensed, Funded, or Operated by the DBHDS (“Human Rights Rules”);
  2. Anti-discrimination: Contractor shall conform to the provisions of the Titles VI and VII of the Federal Civil Rights Act of 1964, Section 503 and 504 of the Vocational Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, Executive Order 11246, as amended, where applicable, the Virginians With Disabilities Act, the Americans With Disabilities Act and 2.2-4311 of the Virginia Public Procurement ACT (VPPA). No person shall, on the grounds of sex, age, race, religious affiliation, handicap, or national origin, faith based status or any other basis prohibited by law will be excluded from participation in, or be denied benefits of, or be otherwise subjected to discrimination in the performance of this contract, or in the employment practices of Contractor;
  3. Immigration: Contractor certifies that it does not and will not, during the performance of this contract, employ illegal alien workers or otherwise violate the provisions of the federal Immigration Reform and Control Act of 1986;
  4. The Virginia Freedom of Information Act and the Virginia Privacy Protection Act;
  5. All mandatory DBHDS certification standards and all licensure requirements applicable to the Services;
  6. Drug-Free Workplace: During the performance of this contract, Contractor agrees to: provide a drug-free workplace for Contractor’s employees; post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in Contractor’s workplace and specifying the actions that will be taken against employees for violations of such prohibition; state in all solicitations or advertisements for employees placed by or on behalf of Contractor that Contractor maintains a drug-free workplace; and
  7. 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 CMCSB, as specified in this contract. In performance of this contract the Contractor agrees to:
    - a. 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;
    - b. Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted or required by the terms of this contract or as required by law, including 42 C.F.R. 2.1;
    - c. Report to CMCSB any use or disclosure of PHI not provided for by this contract of which it becomes aware;
    - d. Implement administrative, physical and technical safeguards that reasonably and

appropriately protect the confidentiality, integrity and availability of electronic PHI that it creates, receives, maintains or transmits on behalf of CMCSB as required by the HIPAA Security Rule, 45 C.F.R. Parts 160, 162, and 164;

- e. Ensure that any agent to whom it provides electronic PHI agrees to implement reasonable and appropriate safeguards to protect it; and
- f. Promptly report to CMCSB any security incident of which it becomes aware.

- D. INDEMNIFICATION:** Contractor agrees to indemnify, defend and hold harmless CMCSB, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from or caused by the use of any materials, goods, or equipment of any kind or nature furnished by the contractor/any services of any kind or nature furnished by the contractor, provided that such liability is not attributable to the sole negligence of the using agency or to failure of the using agency to use the materials, goods, or equipment in the manner already and permanently described by the contractor on the materials, goods or equipment delivered.
- E. CONTRACT TERM/CONTRACT RENEWAL/CONTRACT EXTENSION:** The initial term of this contract shall be effective on or about May 1, 2020 through April 30, 2021.
- 1. Contract Renewal:
 

This contract may be renewed by CMCSB for four successive one year periods under the terms and conditions of the original contract. Price increases may be negotiated at the time of renewal.
  - 2. Contract Extension:
 

CMCSB has the right to extend this contract for up to one hundred eighty (180) days following any term on the contract.
- F. COOPERATIVE PROCUREMENT:** This procurement is being conducted by CMCSB in accordance with the provisions of 2.2-4304 of the *Code of Virginia*, as amended. If agreed to by the Contractor, other public bodies may utilize this contract, except for 1) contracts for architectural and engineering services; or, 2) construction contracts. The Contractor shall deal directly with any public body it authorizes to use the contract. CMCSB, their officials and staff are not responsible for placement of orders, invoicing, payments, contractual disputes, or any other transactions between the Contractor and any other public bodies, and in no event shall CMCSB, their officials or staff be responsible for any costs, damages or injury resulting to any party from use of the contract. CMCSB assumes no responsibility for any notification of the availability of the contract for use by other public bodies, but the Contractor may conduct such notification.
- G. GOVERNING LAW AND VENUE:** Contractor and CMCSB agree that the laws of the Commonwealth of Virginia shall govern the validity and construction of this agreement. Any dispute resulting from this agreement, its interpretation, or performance, shall be brought only in the courts of the Commonwealth of Virginia.
- H. LICENSE, PERMITS, AND FEES:** All bids submitted shall have included in the price the cost of any business and professional licenses, permits, or fees required by CMCSB or the Commonwealth of Virginia.

- I. MODIFICATION:** This agreement shall not be modified, altered, changed, or amended unless in writing and signed by both parties.
- J. SUBCONTRACTING AND ASSIGNMENT:** Contractor shall not assign its interest in this agreement or subcontract any Services without the express written consent of CMCSB. In the event Contractor desires to subcontract all or some part of the Services, Contractor shall furnish CMCSB with the names, qualifications, and experience of the proposed subcontractor(s). In the event of a subcontract, Contractor shall remain fully liable and responsible for the Services performed by the subcontractor(s) and shall ensure compliance with all the requirements of this agreement by the subcontractor(s).
- K. SUSPENSION AND TERMINATION:**
1. In cases of allegations of abuse, neglect, and/or exploitation, Contractor will remove the DD Case Manager from providing Services to any individual until an investigation is completed to the satisfaction of CMCSB. If Contractor has no other DD Case Manager available who is acceptable to the individual receiving Services, CMCSB will assume the provision of Services to the individual.
  2. This agreement may be terminated under the following circumstances:
    - a. CMCSB may terminate the agreement immediately if funds granted for payment of the Services are permanently revoked or terminated by the funding agencies in a manner beyond the control of CMCSB. In this situation, all obligations of CMCSB and the Contractor under this contract shall immediately cease. Payment shall be rendered for all Services provided prior to the termination of the agreement, so long as Contractor submits the necessary data and documentation for the Services.
    - b. CMCSB may terminate this agreement immediately and without notice if Contractor is found to be in violation of the Human Rights Rules. Either party may terminate by providing 30 days written notice of intention to terminate the contract to the other party. Contractor shall be compensated for Services provided up to the termination date, so long as appropriate and timely documentation is provided to CMCSB.
    - c. Either party may terminate the agreement immediately if the other party discontinues or abandons operations, is adjudged bankrupt, is reorganized under any bankruptcy laws, or fails to keep in force any insurance policies required hereunder.
- L. TRANSACTING BUSINESS IN VIRGINIA:** If Contractor is a stock or non-stock corporation, limited liability company, business trust or limited partnership, or registered as a registered limited liability partnership, it shall be authorized to transact business in the Commonwealth of Virginia as a domestic or foreign business entity, if so required by Title 13.1 or Title 50 of the Virginia Code, or if otherwise required by law.

- M. INFORMATION SECURITY GENERAL PROTECTION:** The Contractor will develop, implement, maintain, and use appropriate administrative, technical, and physical security measures to preserve the confidentiality, integrity and availability of all electronically maintained and transmitted sensitive information received from, or on behalf of CMCSB.

## **VII. PRICING SCHEDULE**

The price schedule will include and not to exceed, the flat rate of \$175.40 per month per individual who was provided services for a full calendar month, paid to the provider.

## **VIII. EVALUATION CRITERIA**

These criteria are to be utilized in the evaluation of qualifications for development of the shortlist of those offerors to be considered for negotiations. Individual criteria have been assigned a weight to reflect relative importance.

Criteria	Weights
1. Demonstrated overall ability/capability of the offeror to perform the required services, including ability for quality oversight and supervision	25
2. Demonstrated experience, education, and training of all personnel who will be assigned to work with consumers under the resulting contract	25
3. Demonstrated knowledge of applicable federal, state, and/or local laws, regulations, and/or policies governing the services to be provided	20
4. Corporate structure and proposed staffing plan	15
5. Provider lives within geographic service area	15
<b>TOTAL</b>	<b>100</b>

## **IX. AWARD PROCEDURE**

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 factors involved in the Request for Proposal. Negotiations shall then be conducted with each of the offerors so selected. After negotiations have been conducted with each offeror so selected, CMCSB shall select the offeror which, in its opinion, has made the best proposal and award the contract to that offeror. When the terms and conditions of multiple awards are so provided in the Request for Proposal, awards may be made to more than one offeror. Should CMCSB 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.

## X. ATTACHMENTS/EXHIBITS

### ATTACHMENT A - Virginia State Corporation Commission (SCC) Registration Information

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

a corporation or other business entity with the following SCC identification number:  
\_\_\_\_\_ **-OR-**

not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust **-OR-**

an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the offeror in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from offeror's out-of-state location) **-OR-**

an out-of-state business entity that is including with this proposal an opinion of legal counsel which accurately and completely discloses the undersigned offeror's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the *Code of Virginia*.

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

**Exhibit 1: DD Case Manager Roles and Responsibilities** (DMAS Individual and Family Developmental Disabilities Support Waiver Services Provider Manual, which is subject to change at any time)

1. Coordinating initial assessment and annual reassessments of the individual, and planning services and supports, to include the development of a POC. This does not include conducting medical or psychiatric assessments, but may include referral for such assessments;
2. Coordinating services and treatment plans with other agencies, school systems, and providers;
3. Submitting the DMAS-225 form to the local DSS/DFS office to determine Medicaid financial eligibility and patient pay responsibilities for the individual;
4. Linking the individual to services and supports specified in the POC and submitting service authorization of waiver service requests to the Service Authorization contractor prior to the initiation of services and informing individuals and providers when services are authorized. DD Case Managers are responsible for informing the recipient of the EPSDT program;
5. Assisting the individual directly for the purpose of developing or obtaining needed resources, including crisis supports;
6. Making collateral contacts to promote implementation of the POC;
7. Monitoring implementation of the POC through regular contact with service providers, and periodic site/home visits to ensure the appropriateness of services and recipient satisfaction;
8. Benefits counseling and coordination of individuals enrolled in a Medicaid MCO. The DD Case Manager will have the responsibility for ensuring a smooth transition of individuals concurrently enrolled in MCOs and the DD Waiver. This also includes individuals who switch to another DD Case Manager;
9. Instruction and counseling that guides the individual in problem-solving and decision-making and develops a supportive relationship that promotes implementation of the POC;
10. Monitoring the quality of services provided; and
11. Monitoring the individual's health, safety and satisfaction with services.

## **Exhibit 2: DD Case Manager Orientation – New Employee Requirements, Qualifications, and Trainings (Subject to change pending future regulation)**

### Minimum Educational/Work Experience Qualifications

#### *Minimum education:*

1. Bachelor's degree in a human services field (with the exception of current case managers who have related work experience)
2. Knowledge, skills, and abilities

### Knowledge Skills and Abilities

12VAC30-50-440. Case management services for individuals with developmental disabilities (substituting developmental disabilities for mental retardation).

Providers may bill for Medicaid developmental disabilities case management only when the services are provided by qualified developmental disabilities case managers. The case manager must possess a combination of developmental disabilities work experience or relevant education which indicates that the individual possesses the following knowledge, skills, and abilities. The incumbent must have at entry level the following knowledge, skills and abilities. These must be documented or observable in the application form or supporting documentation or in the interview (with appropriate documentation).

#### *Knowledge of:*

- (1) The definition causes and program philosophy of developmental disabilities
- (2) Treatment modalities and intervention techniques, such as behavior management, independent living skills training, supportive counseling, family education, crisis intervention, discharge planning and service coordination
- (3) Different types of assessments and their uses in program planning
- (4) Consumers' rights
- (5) Local community resources and service delivery systems, including support services, eligibility criteria and intake process, termination criteria and procedures and generic community resources
- (6) Types of developmental disabilities programs and services
- (7) Effective oral, written and interpersonal communication principles and techniques
- (8) General principles of record documentation
- (9) The service planning process and the major components of a service plan

#### *Skills in:*

- (1) Interviewing
- (2) Negotiating with consumers and service providers
- (3) Observing, recording and reporting behaviors
- (4) Identifying and documenting a consumer's needs for resources, services and other assistance
- (5) Identifying services within the established service system to meet the consumer's needs
- (6) Coordinating the provision of services by diverse public and private providers
- (7) Using information from assessments, evaluations, observation and interviews to develop service plans
- (8) Formulating, writing and implementing individualized consumer service plans to promote goal attainment for individuals with developmental disabilities
- (9) Using assessment tools
- (10) Identifying community resources and organizations and coordinating resources and activities

*Abilities to:*

- (1) Demonstrate a positive regard for consumers and their families (e.g. treating consumers as individuals, allowing risk taking, avoiding stereotypes of people with developmental disabilities, respecting consumers' and families' privacy, believing consumers can grow)
- (2) Be persistent and remain objective
- (3) Work as team member, maintaining effective inter- and intra-agency working relationships
- (4) Work independently, performing position duties under general supervision
- (5) Communicate effectively, verbally and in writing
- (6) Establish and maintain ongoing supportive relationships

Training Modules

Basics of Case Management Module curriculum (currently 11 modules) which includes REACH crisis support

Targeted Case Management Modules curriculum (currently 10 modules)

Employment First, Employment for All training module

Independent Housing Curriculum – Modules 1-3

8 hours of continuing education per year (including ethics training)

Additional trainings as required/assigned by CMCSB



**Exhibit 3: Data Elements and Due Dates (subject to change pending future regulation)****Data Required**

Contractor agrees to submit the following data elements to CMCSB as of the date services commence, in a format compatible with the CMCSB's Electronic Health Record system:

<b>Data Elements</b>	<b>Notes</b>
Progress notes	
ISP	
Quarterly Reviews	
Annual Reviews	
Copy of Medicaid Insurance card	
Residence/ mailing address	
Case Management service Authorization or registration info?	
Individual first name	
Individual middle name	
Individual last name	
DOB	
Gender	
SSN	
Service Start Date/time	
Service End Date/time	
Delivery Method	Options include- Client Present, Client Not Present, Family/Collateral present
Place of Service	Options- Court, State Hospital or Training Center, Shelter, CMCSB Program Site, Non-State Medical Hospital, Local or Regional Jail, Local or Regional Juvenile Detention Center, Client's Home, Law Enforcement Facility, Assisted Living Facility, CMCSB or CMCSB Contracted Residential facility, Other Community Setting, Non-State Psychiatric Hospital, Educational Facility
Diagnosis	ICD-10 codes
Discharge Status	

**Additional Data Required**

Contractor agrees to submit the following data elements (Community Consumer Submission 3, or CCS3) to CMCSB, in a format compatible with the CMCSB's Electronic Health Record system:

<b>Data Element</b>	<b>Data Definition</b>
Service Code (not needed if all services are "case management")	
SSN	
Cognitive Delay	Code indicating if the individual is a child who is at least three but less than six years old and has a confirmed cognitive delay within one year of assessment, but does not have an intellectual disability diagnosis. More details on cognitive delay can be found in the current core services taxonomy.
City County Code	
Referral Source	The person, agency, or organization that referred the individual to the CMCSB for evaluation or treatment.
Date Of Birth	
Gender	
Race	
Hispanic Origin	
Education Level	The level of education of the individual receiving services; specifies the highest secondary school, vocational school, or college year completed or attained. There is no separate code for special education. Individuals who are in special education or have graduated from special education should have the highest school grade completed entered.
Employment Status	Code indicating the employment status of the individual receiving services; e.g., employed, unemployed, in an employment program, or not in the labor force; collected at admission to and discharge from a program area and updated annually.
Type Of Residence	
Legal Status	
Service From Date	MMDDYYYY indicating the date on which the service occurred or on which the service began within the reporting month for those services spanning more than one day.
Authorized Representative	
Medicaid Number	
Consumer First Name	

Consumer Last Name	
Type Of Care Through Date	Program discharge date
Type Of Care From Date	Program admission date.
Service Through Date	MMDDYYYY indicating the ending date of a service. If the service through date is the same as the Service From Date; i.e. the service started and ended on the same day, this value should be the same as the service from date.
Service Subtype	A specific activity associated with a particular core service category or subcategory for which a Service.txt file is submitted. The core services taxonomy defines Service Subtypes only for emergency and case management services. Service Subtype is collected at every emergency service or case management service encounter and reported in the Service file.
Service Location	
Military Status	The current status of an individual receiving services who is serving or has served in a branch of the U.S. military or who is a dependent family member of the individual. Military status is collected at admission to and discharge from a program area and annually or when it changes, and it is reported in the consumer file.
Military Service Start Date	
Military Service End Date	
Marital Status	
Health Well Being Measure	Identifies the extent to which desired physical, mental, or behavioral health outcomes in the individual's individual support plan (ISP) have been achieved as determined by the individual, the authorized representative if the individual cannot determine this, and the case manager during the quarterly case management ISP review; collected and reported quarterly <b>only for individuals receiving developmental services under the DOJ Settlement Agreement.</b>
Community Inclusion Measure	Identifies the extent to which desired community inclusion outcomes in the individual's ISP have been achieved as determined by the individual, the authorized representative if the individual cannot determine this, and the case manager during the quarterly case management ISP review; collected and reported quarterly <b>only for individuals receiving developmental services</b>

	<b>under the DOJ Settlement Agreement.</b> This includes opportunities for education, employment, volunteer, and community engagement activities and to interact with people other than paid program staff.
Choice and Self-Determination Measure	Identifies the extent to which the individual's desired life choices (e.g., home, people to live with, clothing to wear, living area decoration, church to attend, social and recreational activities to participate in) in the individual's ISP have been implemented as determined by the individual, the authorized representative if the individual cannot determine this, and the case manager during the quarterly case management ISP review; collected and reported quarterly <b>only for individuals receiving developmental services under the DOJ Settlement Agreement.</b>
Living Arrangement Measure	Identifies the degree to which an individual has maintained his or her chosen living arrangement, including moving from one home of choice to another, as determined by the individual, the authorized representative if the individual cannot determine this, and the case manager during the quarterly case management individual support plan (ISP) review; collected and reported quarterly <b>only for individuals receiving developmental services under the DOJ Settlement Agreement.</b>
Day Activity Measure	Identifies the degree to which the individual has maintained his or her chosen day activities (e.g., full- or part-time integrated employment, integrated supported employment, or community engagement or other integrated day program) as determined by the individual, the authorized representative if the individual cannot determine this, and the case manager during the quarterly case management ISP review; collected and reported quarterly <b>only for individuals receiving services under the DOJ Settlement Agreement.</b>
Preferred Language	Identifies the preferred language used by the individual receiving services; collected at admission to the mental health, developmental, or substance abuse services program area.
Enhanced Case Management	Indicates if an individual who is receiving developmental case management services meets the criteria for receiving enhanced case

	management (ECM) services, which are at least one face-to-face visit every 30 days and at least one such visit every two months in the individual's place of residence.
Employment Discussion	Identifies an adult (age 18 or older) receiving case management services from CMCSB whose case manager discussed integrated, community-based employment with him or her during his or her annual case management individualized services and supports plan (ISP) meeting or update.
Employment Goals	Identifies an adult (age 18 or older) receiving case management services from CMCSB whose case management individualized services and supports plan (ISP), developed or updated at the annual ISP meeting or update, includes employment-related or employment-readiness goals. Italicized language below further defines the codes.
Diagnosis Code	The current ICD-10 diagnosis of the individual receiving services as determined by clinical staff qualified to make such assessments or reported to CMCSB staff (e.g., case managers) by other, non-CMCSB clinical staff qualified to make such assessments.
Diagnosis Start Date	
Diagnosis End Date	
Discussion of Last Completed Physical Examination	The case manager asked about the last complete physical examination during discussion with the individual and the authorized representative, if one has been appointed or designated, at his or her most recent annual case management individual support plan (ISP) meeting or update. This must be collected and reported annually for individuals receiving developmental services under the DOJ Settlement Agreement.
Date of Last Completed Physical Examination	The date on which an individual of any age received his or her last regularly scheduled complete wellness and preventative physical examination by a medical doctor or nurse practitioner. This is not a date on which the individual was seen only in response to an illness, medical condition, or injury. This must be collected and reported by the case manager whenever the date changes for individuals receiving developmental services under the DOJ Settlement Agreement.

Discussion of Last Scheduled Dental Examination	The case manager asked about the last regularly scheduled routine preventative dental examination during discussion with the individual and the authorized representative, if one has been appointed or designated, at his or her most recent annual case management ISP meeting or update. This must be collected and reported annually for individuals receiving developmental services under the DOJ Settlement Agreement.
Date of Last Scheduled Dental Examination	The date on which an individual of any age received his or her last regularly scheduled routine preventative dental examination by a dentist. This is not a date on which the individual was seen only for a routine tooth cleaning or a dental emergency. This must be collected and reported by the case manager whenever the date changes for individuals receiving developmental services under the DOJ Settlement Agreement.

#### **Exhibit 4: Required Documentation /Due Dates**

The following documentation is due to CMCSB by the required timeframes by CMCSB, but no later than the 15th of each month for services provided in the previous calendar month.

- All monthly Progress Notes (due within 24 hours of service)
- Quarterly Reviews completed during the month
- Annual ISPs due during the month for which they are billing to include:
  - PC ISP Parts I-V
  - Annual Risk Assessment
- VIDES – due annually
  - VA Informed Choice Form (as changes occur)
- Additional documentation as required by CMCSB or regulations