



I. PURPOSE

The procurement is conducted by Horizon Behavioral Health 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.

II. BACKGROUND

General

- A.** Community Services Boards and Behavioral Health Authorities 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 and Behavioral Health Authorities assumed responsibility of case management for individuals diagnosed with a developmental disability and will be licensed for such.
- B.** The Community Services Board system has been created pursuant Chapter 5 of Title 37.2-500 of the Code of Virginia, for the purpose, among others, of contracting with agencies which provide needed behavioral health services, developmental services/intellectual disability services, substance use services. As a desire to offer adequate choice, Community Services Boards and Behavioral Health Authorities will enter into contract with a private agency 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 and Behavioral Health Authorities 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.

Horizon Behavioral Health provides behavioral healthcare services to the citizens of 5 localities including the Counties of Amherst, Appomattox, Bedford, Campbell and the City of Lynchburg. Offerors responding to this RFP desiring to contract with Horizon Behavioral Health must be able to provide Developmental Disability Case Management Services to citizens in each of these localities.

III. SCOPE OF WORK/SPECIFICATIONS

A. Services

The Contractor will be available to provide case management services to commence on or about January 1, 2017. These services will include, but not be limited to, the following:

1. Participating in all supervision, training and meetings identified or provided by Horizon Behavioral Health 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 Horizon Behavioral Health 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 Horizon Behavioral Health Emergency Services and Region One Regional Education Assessment Crisis Response Habilitation (REACH).
4. With respect to the services, provide all data to Horizon Behavioral Health by the due dates identified in the contract.
5. Provide documentation in Horizon Behavioral Health's Electronic Health Record system, Credible.
6. Providing required documentation according to the timelines established by DMAS, DBHDS, licensing and/or Horizon Behavioral Health and in accordance with due dates in the contract.
7. Full and accurate documentation that substantiates billing for services and submitting documentation within 24 hours in Credible.
8. Providing Horizon Behavioral Health a professional code of ethics signed and agreed to by each DD Case Manager.
9. Notifying Horizon Behavioral Health of any Human Rights complaints related to abuse, neglect, or exploitation within eight hours of the allegation.
10. Promptly providing documentation, upon request of Horizon Behavioral Health, 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, computer, scanner).
12. Maintaining and retaining all records, including computerized records, pertaining to the resulting contract and its performance for the longer of (i) five years after final payment under the agreement, or (ii) as required by applicable law. Such records shall be available to Horizon Behavioral Health on demand and without advance notice during Contractor's normal working hours. Horizon Behavioral Health 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. Being responsible for all documentation, quotes, approvals, and costs for acquiring Assistive Technology and/or Environmental Modifications as requested by consumers.
14. 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.

B. Regulatory 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 Horizon Behavioral Health'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 Horizon Behavioral Health 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 Behavioral Health Authority 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), the Contractor and the Horizon Behavioral Health 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 Business Associate Agreements (BAA) and HIPAA regulations.
- c. Contents of individual records shall be discussed only with designated Horizon Behavioral Health 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 Horizon Behavioral Health.

- 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 CSB including but not limited to the knowledge, skills and abilities established in 12 VAC 30-50-440. The Horizon Behavioral Health will require an additional five days of training to comply with the Horizon Behavioral Health qualification requirements.
- b. The Contractor will ensure that all DD Case Managers receive all required training and any additional training required by DMAS, DBHDS or Horizon Behavioral Health during the term of this agreement. Required training modules include but may not be limited to the following:
 - i. Module 1 – Targeted CM (case management) for Individuals with ID (Intellectual Disability) Resources and Qualifications
 - ii. Module 2 – Targeted CM for Individuals with ID- Determination Eligibility
 - iii. Module 3 – Targeted CM for Individuals with ID- Starting Active TCM
 - iv. Module 4 – Targeted CM for Individuals with ID- Introduction to ID and Day Support (DS) Waiver
 - v. Module 5 – Targeted CM for Individuals with ID- Applying for ID and DS Waiver Services
 - vi. Module 6 – Targeted CM for Individuals with ID- who use the Intellectual Disability-2011
 - vii. Module 7 – Targeted CM for Individuals with ID- Starting Waiver Services
 - viii. Module 8 – Targeted CM for Individuals with ID- Individual Service Authorization Requests (ISAR)
 - ix. Module 9 – Targeted CM for Individuals with ID- Service Interruptions/Transfers
 - x. Module 10 – Targeted CM for Individuals with ID- Monitoring Services and Billing
 - xi. Targeted CM for Individuals with ID- 2011
 - xii. Employment First, Employment for All
 - xiii. Independent Housing Curriculum- Modules 1-3
- c. 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) reports as required by DMAS. The contractor should employ only staff who satisfies all required checks and screenings.

- d. 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.
- e. All of the Contractor's staff will possess up-to-date Crisis Intervention and Prevention 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;
- 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 Horizon Behavioral Health:

- 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) reports as required.
- 3. Provide Contractor with information about the data collection format and due dates as identified in contract.
- 4. Identify and provide needed 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. Horizon Behavioral Health is obligated to provide individuals receiving services options for their service providers which may include services provided by Horizon Behavioral Health, 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. CSB will notify Contractor of the outcome of the investigation.

12. Billing, Compensation and Audit

- a. CSB 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 completed in Credible within 24 hours of the service by contractor. CSB reserves the right to refuse payment for any Services for which full, complete, and accurate documentation is not timely submitted.
 - iii. Make payment to Contractor by the 1st of the subsequent month following submission of timely, accurate and complete documentation of provision of the Services. Payments by CSB hereunder are contingent upon the appropriation of sufficient funds for this purpose in any fiscal year.

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 CSB requirements and timeframes and in a format acceptable to CSB. 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 Horizon Behavioral Health by the 10th of each month for Services provided in the previous calendar month.
3. If any state or federal agency denies payment to Community Services Boards and Behavioral Health Authority for Services provided hereunder, or if Horizon Behavioral Health is required to repay or refund to any state or federal agency any amount paid to Contractor hereunder, then Contractor agrees to refund that amount to Horizon

Behavioral Health. Alternatively, Horizon Behavioral Health may withhold that amount from future payments due to Contractor.

4. Contractor agrees to provide a copy of its annual audit, a copy of the audit management letter, and a copy of the plan of correction for the Services and any program related thereto by November 1 for Horizon Behavioral Health review and submission to DBHDS by November 30 of each calendar year.

B. Business Associates Agreement (BAA): The Contractor shall execute a Business Associates Agreement with Horizon Behavioral Health 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. A copy of this BAA is attached.

C. Compliances: Contractor agrees to comply and shall ensure that its agents, servants, employees or other persons providing Services comply with all federal, state and Horizon Behavioral Health 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 Horizon Behavioral Health, 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 Horizon Behavioral Health 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 Horizon Behavioral Health 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 Horizon Behavioral Health any security incident of which it becomes aware.

Suspension and Termination

- A. In cases of allegations of abuse, neglect, and/or exploitation, Contractor will remove the DD Case Manager from providing Services to any individual until an investigation is completed to the satisfaction of Horizon Behavioral Health. If Contractor has no other DD Case Manager available who is acceptable to the individual receiving Services, Horizon Behavioral Health will assume the provision of Services to the individual.
- B. This agreement may be terminated under the following circumstances:
 1. Horizon Behavioral Health 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 Horizon Behavioral Health. In this situation, all obligations of Horizon Behavioral Health and the Contractor under this contract shall immediately cease. Payment shall be rendered for all Services provided prior to the termination of the agreement, so long as Contractor submits the necessary data and documentation for the Services.
 2. Horizon Behavioral Health may terminate this agreement immediately and without notice if Contractor is found to be in violation of the Human Rights Rules.
 3. 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 Horizon Behavioral Health.

4. Either party may terminate 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 and insurance policies required hereunder.

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.	Weights
1. Demonstrated overall ability/capability of the offeror to perform the required services, including ability for quality oversight and supervision	20%
2. Demonstrated ability to document utilizing an electronic health record and bill for services	10%
3. Demonstrated experience, education, and training of all personnel who will be assigned to work with consumers under the resulting contract and proposed staffing plan	20%
4. Demonstrated knowledge of applicable federal, state, and/or local laws, regulations, and/or policies governing the services to be provided	10%
5. Corporate structure and history of organization	10%
6. Geographic area in which services will be provided	10%
7. Demonstrated oversight and quality assurance processes	10%
8. Demonstrated ability to separate case management from other waiver services	10%

TIMELINE

- A. Quote Issuance Date

Tuesday, December 6, 2016

- B. Question Deadline & Contact Information

Send questions concerning this RFQ to tonya.raysor@horizonbh.org by phone at (434) 455-3416. Any revisions to the solicitation will be made by email addendum issued by the Procurement Office only.

- C. Quote Deadline

December 13, 2016, prior to 5:00pm. Any quote received after that time will not be considered. When applicable, postmarks are not taken into consideration.

- D. All quotes shall be returned via email to tonya.raysor@horizonbh.org with the subject line marked *RFQ # 8507 DD Case Management Services*. Quotes shall be signed by an authorized representative of the offering party. Facsimile quotes are not acceptable.

General Terms and Conditions

- A. Offering parties who submit a quote in response to this RFQ may be required to give an oral presentation of their quote to the agency. This will provide an opportunity for the offering party to clarify or elaborate on the quote. The agency will schedule the time and location of these presentations. Oral presentations are an option of the agency and may not be conducted. Therefore, quotes should be complete.
- B. No member of the governing body, officer, or employee of Horizon Behavioral Health during his/her tenure or for one (1) year thereafter shall have any interest, direct or indirect, in this contract or the proceeds thereof.
- C. The agency reserves the right to accept any quote or to reject any or all quotes.
- D. Horizon Behavioral Health may make such reasonable investigations as deemed proper and necessary to determine the ability of the offering party to perform the work, and the offering party shall furnish to the agency all such information and data for this purpose as may be requested. The agency reserves the right to inspect offering party's physical plant prior to award to satisfy questions regarding the offering party's capabilities. The agency further reserves the right to reject any offer if the evidence submitted by, or investigations of, such offering party fails to satisfy the agency that such offering party is properly qualified to carry out the obligations of the contract and to complete the work contemplated therein.
- E. All quotes submitted under the RFQ will become the property of Horizon Behavioral Health and will not be returned. In accordance with the Virginia Public Procurement Act: "Trade secrets or proprietary information submitted by an offering party contractor in connection with a procurement transaction shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the offering party or contractor must invoke the protections of this section prior to or upon submission of the data or other materials, and must identify the data or other materials to be protected and state the reasons why protection is necessary."
- F. Horizon Behavioral Health will not be responsible for any expenses incurred by a potential offering party in preparing and submitting a quote.
- G. Quotes received after the date and time stated will not be considered. It is the responsibility of the offering party to see that their response is received via email based upon the specified time and date in MS Outlook. This date and time postmark will be the time we will be utilizing. Telephone and facsimile quotes are not acceptable.
- H. 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.
- I. By submitting a Quote, the Offering party covenants and agrees that they has satisfied themselves, from their own investigation of the conditions to be met, that they fully understand their obligation and will not make any claim for, or have right to cancellation or relief from the contract because of any misunderstanding or lack of information.

- J. Payment shall be made upon 30 days receipt of accurate and complete monthly statements.
- K. By signature on this solicitation, offering party certifies that it does not and will not during the performance of the Contract, employ illegal alien workers or otherwise violate the provisions of the Federal Immigration Reform and Control Act of 1986.
- L. By written notice to the Contractor, HBH may from time to time make changes, within the general scope of the Contract, in the services provided by the Contractor. The Contractor shall promptly comply with the notice and shall perform services in conformity to the notice. If any such change causes an increase or decrease in the Contractor's cost of performance, an equitable adjustment in the payment rate shall be negotiated and the contract modified accordingly by written supplemental agreement.
- M. The Contractor shall adhere to the rules and regulations proclaimed by the Purchasing Agency regarding the confidentiality of client related information during and after the term of the contract.
- N. Failure to submit a Quote on the form provided for that purpose shall be a cause for rejection of the Quote. Return of the complete document is required. Modification of or additions to any portion of the solicitation may be cause for rejection of the Quote; however, HORIZON reserves the right to decide, on a case-by-case basis, in its sole discretion, whether or not to reject such a Quote as nonresponsive.
- O. HORIZON reserves the right to conduct any inspection it may assume advisable to assure supplies and services conform to the specifications.
- P. Any payment terms requiring payment in less than thirty (30) days will be regarded as requiring payment thirty (30) days after invoice or delivery, whichever occurs last. However, this shall not affect offers of discounts for payment in less than thirty (30) days.
- Q. In case of failure to deliver services in accordance with the contract terms and conditions, HORIZON, 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.
- R. A contract shall not be assignable by the Contractor in whole or in part without the written consent of the Executive Director of HORIZON.
- S. By submitting their proposals, all Offering parties 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 offering party, supplier, manufacturer or subcontractor in connection with their Quote, 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.

- T. The agency reserves the right to cancel any subsequent contract at any time the agency, in its sole discretion, deems it to be in the agency's best interest to do so by giving the contractor 30 days written notice. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver or perform on all outstanding orders issued prior to the effective date of cancellation.

- U. By submitting their quote, all offering parties certify to Horizon Behavioral Health 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, Section 11-51 of the Virginia Public Procurement Act, and the Lynchburg Procurement Ordinance.
 - 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 or national origin, age, disability, or other basis prohibited by state law relating to discrimination in employment, 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 the requirements of this section.

 - 2. The contractor will include the provisions of the preceding paragraph a, b and c in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

- V. By submitting their quote, all offering parties certify to Horizon Behavioral Health that: During the performance of the 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.

- W. HORIZON reserves the right to award a contract to an offering party based on "best value" (as defined in the Virginia Public Procurement Act, July 2015), which means the overall combination of quality, price and various elements of required services that in total are optimal relative to the needs of HORIZON.

EXHIBIT A

Qualifications of providers:

1. Services shall not be comparable in amount, duration, and scope. Authority of § 1915(g)(1) of the Act is hereby invoked to limit support coordination/case management providers for individuals with a developmental disability to the Community Services Boards/Behavioral Health Authorities (CSBs/BHAs) only to enable these boards/authorities to provide services to developmentally disabled individuals without regard to the requirements of § 1902(a)(10)(B) of the Act.

2. To qualify as a provider of services through DMAS for developmental disability management, the provider of the services shall meet these criteria.

- a. The provider shall guarantee that individuals have access to emergency services on a 24-hour basis;
- b. The provider shall demonstrate the ability to serve individuals in need of comprehensive services regardless of the individual's ability to pay or eligibility for Medicaid reimbursement;
- c. The provider shall have the administrative and financial management capacity to meet state and federal requirements;
- d. The provider shall have the ability to document and maintain individual case records in accordance with state and federal requirements;
- e. The services shall be in accordance with the Department of Behavioral Health and Developmental Services Comprehensive State Plan
- f. The provider shall be certified as a developmental disability support coordination/case management agency by DBHDS.

3. Providers shall bill for Medicaid developmental disability support coordination/case management only when the services are provided by qualified developmental disability support coordinators/case managers. The support coordinator/case manager shall possess a combination of developmental disability work experience or relevant education which indicates that the incumbent, at entry level, possesses the following knowledge, skills, and abilities which shall be documented or observable in the application form or supporting documentation or in the interview (with appropriate documentation):

a. Knowledge of:

- (1) The definition, causes and program philosophy of developmental disability;
- (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) Individual 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 disability programs and services;
- (7) Effective oral, written and interpersonal communication principles and techniques;
- (8) General principles of record documentation, and
- (9) The service planning process and the major components of a service plan.

b. Skills in:

- (1) Interviewing;
- (2) Negotiating with individual consumers and service providers;
- (3) Observing, recording, and reporting behaviors;
- (4) Identifying and documenting an individual 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) Analyzing and planning for the service needs of developmentally disabled persons;
- (8) Formulating, writing, and implementing individual-specific service plans to promote goal attainment for recipients with developmental disabilities;
- (9) Successfully using assessment tools, and;
- (10) Identifying community resources and organizations and coordinating resources and activities.

c. Abilities to:

- (1) Demonstrate a positive regard for individual 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, and;
- (6) Establish and maintain ongoing supportive relationships.

4. Support coordinators/case managers who provide DD case management services after 01 July 2016 must possess a minimum of an undergraduate degree in a human services field or be licensed as a registered nurse. Support coordinators/case managers employed under a Medicaid participation agreement to provide DD case management prior to February 1, 2005, and who maintain employment under that agreement without interruption may continue to provide case management using the KSA requirements effective prior to February 1, 2005. Individuals support coordinators/case managers employed by providers who had a Medicaid participation agreement to provide ID case management prior to July 1, 2016, and who maintain that employment under that agreement without interruption may continue to provide case management using the KSA requirements effective prior to July 1, 2016. Case managers/support coordinators must be under contract with a Community Services Board or Behavioral Health Authority in order to provide case management services.

5. Support coordinators/case managers who are employed by an organization shall receive supervision within the same organization. Support coordinators/case managers who are self-employed shall obtain one hour of documented supervision every three months when the support coordinator/case manager has active cases. The supervisor of the support coordinator/case manager shall have at least a master's level degree in a human services field OR have five years of satisfactory experience, or both, in the field working with individuals with related conditions as defined in 42 CFR 435.1009.

6. Support coordinators/case managers shall complete a minimum of eight hours of training annually in one or a combination of the areas described in the knowledge, skills and abilities (KSA) subdivision. Support coordinators/case managers shall provide documentation to demonstrate training is completed to his supervisor. The documentation shall be maintained by the supervisor of the support coordinator/case manager for the purposes of utilization review.

7. Parents, spouses, or any person living with the individual may not provide direct support coordination/case management services for their individual, spouse of the individual with whom they live or be employed by a company that provides support coordination/case management for the individual, spouse, or the individual with whom they live.

8. To provide choice to individuals enrolled in these waivers, CSB/BHAs shall contract with private agencies to provide DD support coordination/case management, except if there are no qualified providers in that CSB/BHA catchment area. For contracted DD support coordination/case management services, the CSB/BHA remains the responsible provider, and only the CSB/BHA may bill DMAS for Medicaid reimbursement.

EXHIBIT B

**DD CASE MANAGEMENT PROPOSAL for HORIZON BEHAVIORAL
HEALTH**

Limit to no more than 5 pages.

- I. Describe corporate structure and history of organization relating to DD case management services.
- II. Describe experience with providing DD case management services to residents of the counties of Amherst, Appomattox, Bedford, Campbell and the City of Lynchburg.
- III. Describe education and training of all personnel who will be assigned to work with consumers under the resulting contract. Current staff: number, experience, qualifications, etc.
- IV. Describe the knowledge and experience of working with applicable federal, state and/or local regulations and policies.
- V. Describe your ability to document services in Credible electronic health record or any other electronic health record.
- VI. Describe the intended plan to communicate and coordinate with Horizon staff.
- VII. Describe oversight and quality assurance processes.
- VIII. Describe how will you provide separation of case management from other waiver services such as service facilitation?
- IX. Describe how you assess for providing targeted case management to those on the DD Waiver waiting list.
- X. Describe elements of a quality Individualized Service Plan.
- XI. Describe your company's ability to obtain, document and fund Assistive Technology and/or Environmental Modifications for your consumers.

NAME/TITLE

DATE

PHONE

EMAIL ADDRESS