



COMMONWEALTH of VIRGINIA
Department for Aging and Rehabilitative Services

James Rothrock
Commissioner

Virginia Division for the Aging
1610 Forest Avenue, Suite 100
Henrico, VA 23229
Phone 800-552-3402

[Click here to go to the Virginia Department for the Aging Home Page](#)

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July 31, 2012

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12-225

COMMONWEALTH OF VIRGINIA
DEPARTMENT FOR AGING AND REHABILITATIVE SERVICES

JAMES A. ROTHROCK
Commissioner

DIVISION FOR THE AGING
1610 Forest Avenue, Suite 100
Henrico, VA 23229

Office (804) 662-9333
Toll free (800) 552-3402
TTY users dial 711
Fax (804) 662-9354

MEMORANDUM

TO: Executive Directors
Area Agencies on Aging

FROM: James A. Rothrock

DATE: July 31, 2012

SUBJECT: DARS on Facebook

If you are among the many who are on Facebook, please consider "liking" DARS to see what information, photos and videos we are posting for consumers and partners in providing services for people with disabilities and Vintage Virginians. Go to

<http://www.facebook.com/vadars>

and click on the "Like" button that gives DARS a "thumbs up." You'll find the "Like" button underneath the new photo collage, on the right side of your computer screen. Once you "like" us, your Facebook page will receive updates from DARS. We hope you find these postings timely and informative.

Thank you.



12-226

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MEMORANDUM

TO: Executive Directors
Area Agencies on Aging

FROM: **Solomon Girmay**
External Financial Auditor

DATE: July 31, 2012

SUBJECT: Audit Requirement Memo

This is a friendly contract requirement reminder that all AAAs needs to change their audit firm at least every five years. Here is the citation from FY2013 Title III Contract.

“The accounting firm or auditor may perform the Area Agency audit up to five (5) consecutive years. After five (5) consecutive years, the Area Agency is required to obtain the services of a different accounting firm or independent Certified Public Accountant. The new accounting firm or independent Certified Public Accountant shall be selected in accordance with procurement requirements.”

Also attached is a list of CPA firms that are currently performing Area Agency on Aging audits.

List of CPA Firms Currently Performing AAA Audits

1. Blackley, Olinger & Associates PLLC
2. Bowling Franklin & CO, LLP
3. Brown Edwards & Company
4. Cherry Bekaerter & Holland
5. Creedle, Jones & Alga P.C.
6. Diane Y. Smith PC
7. Hicok, Fern, Brown & Garica
8. Johnson Certified Accountant PLC & Consulting
9. Keiter
10. KPMG LLP
11. M. Jerry Reynolds, P.C.
12. Mallard & Mallard CPA, LLC.
13. Morey, Jones & Pfeiffer P.C.
14. Robinson, Farmer, Cox Associates
15. TGM Group LLC
16. Witt Mares, PLC
17. Yount Hyde & Barbour



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MEMORANDUM

TO: Executive Directors
Area Agencies on Aging

FROM: Tim Catherman

DATE: July 27, 2012

SUBJECT: Requests to Carry-Over Federal Funds

Each spring AAAs are provided a packet of proposed funding allocations for the Area Plan. Included is a chart detailing the maximum federal funds which can be carried over into the subsequent year. The maximum amount is based on 10% of the federal obligation computed separately for each fund.

At the state level, we have observed that for some AAAs, the 10% amount has become a floor instead of a ceiling. The regulations say, "In general, carry-over balances.... should not exceed 10% of the federal obligation for the new fiscal year". Requests to carry-over funds above the 10%, are reviewed using several factors including, but not limited to the following:

- Whether there was a prior year carry-over request.
- If there was a prior year carry-over request, is this year's amount higher or lower – indicating a trend.
- The size of the percentage requested.
- How many Titles is a carry-over requested along with the amounts and percentage.
- Specific agency circumstances identified in the request.

Our network is in desperate need of funds. Virginia's citizens need our services. We ask that agencies review their spending. Current year funds should be used to provide current year services.

We recognize it is late in the FY'12 fiscal year and most Area Plans have been submitted. Therefore in evaluating requests this year, we will be more lenient than next year. Still, a carryover request of 15% is 50% above the normal ceiling. This level of a request for the current year end is high and generally difficult to justify approving. Next year, if an agency that routinely requests to carryover funds submits another one exceeding the 10% ceiling, those funds should be recaptured and redistributed.

Therefore, before we consider your agency's carry-over request, we ask that you reevaluate it against the factors above. The first goal is to use the funds for services in the year awarded. If you have any questions about your request, Jane Snead will return to the office on Monday, August 6 and will be glad to assist you.

Thank you for your assistance in complying with the intent and spirit of the regulations.



12-228

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dars@dars.virginia.gov
www.dars.virginia.gov

MEMORANDUM

TO: Executive Directors
Area Agencies on Aging

FROM: Ellen Nau, Program Coordinator

DATE: August 31, 2012

SUBJECT: Caregiving

Participation Requested:

Virginia Rural Health Survey

"You might be rural if..." sounds like the set-up for a joke. But the public health issues facing rural Virginia are no joke. Help the Virginia Public Health Association and the Virginia Rural Health Association identify and prioritize the most relevant issues by participating in a brief survey. The data will be used to inform the discussions at the October 8 -9 Virginia Rural Health Action Conference in Charlottesville.

To participate, go to: <http://survey.constantcontact.com/survey/a07e60ihp1kh379h13f/start>

How Boomers Will Transform Aging

This session from the 2012 Aging in America Conference is now available for viewing at:

<http://vimeo.com/45659019>

The Consumer Financial Protection Bureau's Request for Information on Senior Financial

Exploitation (RFI) is now in the [Federal Register](#). The request seeks information on elder financial abuse and exploitation as well as certifications or designations of financial advisors who serve seniors.

submissions. There is a sixty (calendar) day window for responses. **The last day for responses is August 20th.**

Here is the link to the Request <https://www.federalregister.gov/articles/2012/06/19/2012-14854/request-for-information-regarding-senior-financial-exploitation>

New Data on Elder Care

A recent **New Old Age blog** reported on new data from the 2011 American Time Use Survey, which suggests that over a three month-period, 39.8 million people (aged 15 and older) provided unpaid care. The survey began in 2003, includes 12,500 respondents who are asked how they spent their previous 24 hours. http://newoldage.blogs.nytimes.com/2012/07/05/new-numbers-on-elder-care/?utm_source=PolicyDigest+7.11.12&utm_campaign=pd.7.11&utm_medium=email

Blogging on....N FCA Blogs!

Executive Director, Kathleen Kelly, and dedicated NFCA staff writers continue to cover a range of issues and current trends in the FCA Blog. Recent blogs include:

Caregiving on the Road, The Sandwich Generation: When "Caregiver" Seems to Be Your Only Role; The Post-Discharge Checklist: 5 Important Steps; Breaking Down the Language Barrier to Good Care ... (New Asian Language Fact Sheets for Caregivers); Emotional Support for Spouses/Partners of Individuals with Dementia; Advance Directives and Living Will; Bringing Up Sensitive Topics; What is Palliative Care and Is It Right for Your Family?, and Incontinence Care

[National Family Caregivers Association www.nfcacares.org](http://www.nfcacares.org)

The Internet

Thirty percent of U.S. adults help a loved one with personal needs or household chores, managing finances, arranging for outside services, or visiting regularly to see how they are doing. Most are caring for an adult, such as a parent or spouse, but a small group cares for a child living with a disability or long-term health issue. Read more at:

http://caregiver.org/caregiver/jsp/content_node.jsp?nodeid=2584#rp3

WEBINAR:

The "Abuse in Later Life: Assessment and Response within the Senior Legal Hotline" webinar will provide a foundational understanding of the range and prevalence of abuses suffered by older adults, including physical and sexual violence, as well as emotional abuse, neglect and financial exploitation. The webinar will take place **August 21, 2012 at 2:00 pm EDT.**

To register, go to: <https://www1.gotomeeting.com/register/236270177>

Spinal Cord Injury Study

Conducted by Woodrow Wilson Rehabilitation Center and the University of Virginia, volunteers will participate in a research study that will last six weeks. The study will investigate the ability of internet intervention to prevent serious pressure ulcers and promote health skin care behaviors. Participants will have to have access to the internet. Those individuals completing the study will receive a \$100 gift card.

For more information, contact: Michelle Hilgart at mh2zf@virginia.edu or 434-243-6936

The Caregiver Relief Fund

The Fund seeks to address two major problems for caregivers, limited time and chronic exhaustion, by providing vouchers for at-home respite care. The Caregiver Relief Fund selects individuals who have been in a caregiving role for a chronically ill individual, elderly or disabled person for 12 months or longer. Applicants must not have an annual income that exceeds \$80,000. For more information, go to:

http://www.caregiverrelieffund.org/index.php?option=com_content&view=article&id=52:the-caregiver-relief-fund-&Itemid=54

Rosalinde Gilbert Innovations in Alzheimer's Disease Caregiving Legacy Awards

The NFCA in San Francisco, CA oversees the Rosalinde Gilbert Innovations in Alzheimer's Disease Caregiving Legacy Awards program which is now in its fifth year. Three awards of \$20,000 each will be awarded to nonprofit organizations, government agencies or universities responding to a community need with a program or project which focuses primarily on family/informal caregivers of adults with Alzheimer's disease and/or related dementias. Only agencies operating within the continental United States are eligible to apply. One Rosalinde Gilbert Innovations Applications

With support from The Rosalinde and Arthur Gilbert Foundation, Family Caregiver Alliance (FCA) award will be granted in each of these categories: *Creative Expression*, *Diverse/Multicultural Communities*, and *Policy and Advocacy*. The deadline to apply is August 17, 2012. For more information and to apply, go to: http://caregiver.org/caregiver/jsp/content_node.jsp?nodeid=2191

Two New Publications:

Assessing Family Caregivers

The AARP Public Policy Institute (PPI) has released a new fact sheet, *Assessing Family Caregiver Needs: Policy and Practice Considerations*. The fact sheet explains why it is important to assess and respond to family caregiver needs, highlights the fundamental principles of caregiver assessment, and describes why assessments have an important role in a high-performing long-term services and supports (LTSS) system. Link to fact sheet: **Assessing Family Caregiver Needs**

Caregiver Programs and Policies

The National Health Policy Forum recently published a paper entitled Family Caregivers: The Primary Providers of Assistance to People with Functional Limitations and Chronic Impairments. Authored by Carol O'Shaughnessy, this paper explores key trends in supporting family caregivers and highlights programs currently available to support them.

https://www.nhpf.org/uploads/announcements/BP84_FamilyCaregiving_07-20-12.pdf

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Studies and Reports:

Early Results Give Hope for Drug to Stabilize Alzheimer's Disease

For the first time, researchers are reporting that a treatment might help stabilize Alzheimer's disease for as much as three years, although the evidence is weak and in only four patients. The drug, **Gammagard**, is made by Baxter International, Inc. Doctors say that four patients who have been receiving the highest dose for three years showed no decline on memory and cognition tests.

Read more at: <http://www.washingtonpost.com>

Gene Mutation Offers Clue for Drugs to Ward Off Alzheimer's Disease

According to a study from researchers in Iceland, some people may carry a genetic mutation that greatly reduces their risk of getting the disease. The mutation also seems to protect people who do not have Alzheimer's disease from the cognitive decline that typically occurs with age. The mutation is very rare, but its discovery is generating fresh optimism about experimental drugs that act on the same system in the brain. For more information, go to:

<http://www.npr.org/blogs/health/2012/07/11/156616799/gene-mutation-offers-clue-for-drugs-to-stave-off-alzheimers>

Report on Paying for Assisted Living

Stratford Retirement in Seattle, WA has published a report, "[Paying for Assisted Living](#)," to help caregivers and others make informed decisions about the costs of assisted living facilities in the United States. The report covers the multitude of payment options available to families. It includes advice on applying to government-sponsored programs and explains what health insurance options may reduce the cost of moving into a new home.

Practice Standards in Development for Working with Veterans and Their Families

The **National Association of Social Workers (NASW)** is committed to supporting the health and well-being of our nation's service members, veterans, their caregivers and other family members. To better meet their needs, NASW is developing *Standards for Practice* and a *Professional Credential for Social Work with Veterans and Military Families*.

<http://socialworkers.org/military.asp>

Book on Caregiver Family Therapy Available Soon

Caregiver Family Therapy: Empowering Families to Meet the Challenges of Aging by Sara Honn Qualls, PhD and Ashley A. Williams, PhD, presents *Caregiver Family Therapy (CFT)*, a systems approach to treating families that care for an aging, and will include clinical examples. The book should be available in October, 2012.

Family Caregiver Seminar

Covenant Woods, Hanover Council On Aging and Senior Connections are pleased to offer Caregiver Support to Hanover County Residents

When: Wednesday, September 12, 2012

Time: From 8:30 AM to 4:30 PM

Where: Covenant Woods

A Geriatric RN and a Licensed Social Worker will lead the class in discussion of caregiver issues and outline resources available in the community, including Medicare and Medicaid. We will also have a Licensed Occupational and Physical Therapist to demonstrate safe care giving techniques with practice time included in the day. Break time and discussion time is allotted. Continental breakfast, lunch and materials are provided at no charge. Register in advance as space is limited. *To register or learn more call: **Marian Dolliver, LSW at 343-3056***



12-229

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MEMORANDUM

TO: Executive Directors
Area Agencies on Aging

FROM: James Rothrock

DATE: July 31, 2012

SUBJECT: VCU Department of Gerontology

Dr. Ayn Welleford, our colleague at the VCU Department of Gerontology, asked that I share their newsletter with agencies on aging. Please feel free to share with your staff and others.



AgeWell VA News, updates & more from
VCU Department of Gerontology

July 2012

| | |
|---|--|
| <p>From E. Ayn Welleford, MSG, PhD</p> <p>It may seem like we are smack in the middle of the summer, but here in the DoG we are already actively planning for the Fall semester and our new incoming students. What's new for the Fall, you ask? Excellent question!</p> <p>With this new cohort of graduate students and in our efforts to support our alumni and professionals working with older adults, we will continue to develop programs</p> | <p>Quick Links</p> <p>NEWS</p> <p>ACTIVITIES & EVENTS</p> <p>AWARDS</p> <p>GRANTS</p> |
|---|--|

and networks that challenge our students and increase opportunities for professional identity development. Chief among our plans is debuting our latest continuing education opportunity, our Certificate in Gerontological Leadership. Stay tuned for details about this new continuing education certificate for Gerontological leaders and aging services specialists that will launch in September of 2012.

We are also pleased to announce a successful program evaluation of our statewide Department of Social Services curriculum. In response to statewide feedback, Assisted living and Adult Day professionals who participate can look forward to new information and increasingly interactive trainings.

We are always investigating opportunities for the professional development of our students both in the classroom and in the community. To that end, should any of you have ideas or suggestions, please feel free to reach out! I would like to thank ALL of our community partners for working with us to enhance our students' living and learning environments.



Faculty & Staff News

J. James Cotter published on Thursday his first e-book: *40 Issues for an Aging Society: A Guide for Students*. It highlights forty of the problems, issues, and trends that affect U.S. society with its growing population of older persons. The e-book features a brief discussion of each issue and includes website resources and suggestions for further research. It argues for a focus on greater individual responsibility to attain a more successful aging society. Ideas for business opportunities are briefly presented as are political and policy ramifications for each issue. Although its role is to orient students to aging issues, the e-book is a good introduction for anyone interested in aging issues in the United States today. *40 Issues* is available in iTunes under books or for the iPad at the iBooks store.

J. James Cotter, PhD is an Associate Professor in the Department of Gerontology, School of Allied Health Professions, Virginia Commonwealth University. Evan J. Cotter, a collaborator on this project, owns the graphic design company Order Design in Richmond, Virginia.

[COMMUNITY ENGAGEMENT](#)

[SUMMER ELECTIVES](#)

[PHOTOS](#)

New Endowments & Scholarships

The Cathy Saunders Career Gerontologist Award

Recognizing a Masters of Gerontology Student's contribution to the field of Gerontology

The Walters-Wilkerson Memorial Gerontology Scholarship

William and Patricia Wilkerson generously funded this scholarship to ensure that more recent undergraduates who demonstrate exemplary academic skills have access to Gerontological scholarship and its practical application in Aging Services.

Marion Cotter King Memorial Scholarship

Dr. J. James Cotter endowed this scholarship for students studying elder leisure in honor of the memory of his mother

Learning/Engagement Opportunities

Please visit a new page on our AgeWellVa.com website that includes references to recent scholarly articles authored or co-authored by our own DoG faculty, instructors, students and community partners. These articles are either in print or have been accepted for publication. Click [here](#) for more information.

Summer Optimizing Health Outcomes

When: Wednesday, August 1 8:30 am - 4:30 pm

Where: Patriots Colony at Williamsburg, 6000 Patriots Colony Drive Williamsburg, Va. 23188. Grand Hall of the Cannon Community Building.

Join the VCU Department of Gerontology for an informative training especially for Assisted Living Administrators on the following topics: Activities for the Cognitively Impaired, Agitation and Aggression and Nutritional Needs. This training will be conducted by E. Ayn Welleford, MSG, PhD and Chair of the Department of Gerontology and Jay White, MSG and Director of Professional and Community Development for the Department of Gerontology.

Certificates of Attendance for 7 contact hours are available. This training is certified by the Department of Social Services and credits are accepted by the Board of Long-Term Care Administrators.

Cost to attend is \$100 with a continental breakfast and boxed lunch included.

Space is limited and registration must be received by July 25th in order to secure a space.

To receive a registration packet, please contact Jay White at whitejt2@vcu.edu or call 804-828-1565.

and in recognition of her personification of optimal aging.

Age in Place Legacy Gift

An advocate of the VCU Department of Gerontology and the MCV Foundation has made a Legacy Gift to ensure the proliferation of quality gerontological education for the Aging Services community.

Interested in Giving?
Please [click here](#) or contact us at 804-828-1565

Summer Electives:

-Geropharmacology

-Techniques in Dementia Care

-Career Planning

-Geriatric Rehabilitation

FIND US ON FACEBOOK!

To get the most up to date information on Improving Eldercare Through Education, "Like" our Facebook page



FOLLOW US ON TWITTER!



Webinar Sponsorships Available! Help us keep them FREE!

The Department of Gerontology is currently partnering with select community partners to underwrite our successful webinar series. Over 1000 healthcare professionals across the nation have been trained each year on topics ranging from Caring for a Spouse with Mild Cognitive Impairment to Effective Communications with Physicians. Each of these interactive and informative presentations is archived at www.alzpossible.com. Check them out! Special thanks to World Events Forum for their continued collaboration on this successful series.

For more information on helping to sponsor this educational series for healthcare professionals and showcasing your business or service to the aging services industry, please contact Jay White at whitejt2@vcu.edu.

Marketing Summit for Health Care Professionals

The 2012 Virginia Marketing Summit for Health Care Professionals will take place Tuesday, August 21 at The Chamberlin in Hampton. It is going to be an informative day of learning the latest techniques to reach the baby boomer and senior audience. If you are interested in receiving the full Agenda and Registration form, email info@senioradvocateonline.com. **Those who reference the VCU Department of Gerontology will receive a 10% discount.**

Oral Health and Older Adults: Free CE Credits!

The purpose of this self-directed video is to provide training for a wide range of health care professionals and direct care providers pertaining to oral health care in the geriatric population. An interdisciplinary approach is utilized to 1) Increase clinical knowledge related to maintenance of oral health for elders in long term care settings and in private practice 2) Increase awareness of the importance of interdisciplinary oral care on the impact of overall health status and quality of life for elders. To access this free video, please click [here](#).

Jobs! Jobs! Jobs!

The Sanford Center on Aging, located at the University of Nevada - Reno, is in search of a Director. For more information on this tenure track position, please click [here](#).

AARP-Virginia is hiring an Associate State Director for Multicultural Outreach. Requirements are a BA/BS degree and 5 years of relevant experience. For more information, visit www.aarpjobs.com. The posting is listed under "All Available Position."

Three-Year Fundraising Challenge

The Department of Gerontology in partnership with the School of Allied Health Professions is in the beginning stages of developing a three-year plan to raise

funds toward an Endowed Professorship and student scholarships..

Click [here](#) for a link to our online giving page and click [here](#) to learn more about our three-year fundraising challenge.

Calendar of Events

July 26, 2012 2012 Virginia Guardianship Association/Virginia Elder Rights Coalition Conference on Adult Guardianship, Elder Rights, and Disability Services. Wyndham Richmond Airport. Commissioner James Rothrock will provide the keynote address and Steve Gurney, Guide to Retirement Living Source- Book, will be the luncheon speaker. For information, visit www.vgavirginia.org or call (804) 261-4046.

July 31, 2012 *Art and Dementia*. Presented by the Alzheimer's Association Greater Richmond Chapter. Workshop will train care providers to facilitate an art program for people with dementia. \$30 per person; includes lunch. 8:30 a.m. - 4:30 p.m. Chapter Offices, Glen Allen. For information, call (804) 967- 2580 or e-mail fran.foster@alz.org.

August 22, 2012 - GeroSTAT Monthly Forum. Topic: Alzheimer's Disease, Dementia and Depression. 5:30 pm - 6:30 pm at The Windsor Memory Care, 3600 Grove Avenue. Please RSVP to agingstudies@vcu.edu.

[Forward email](#)



Try it FREE today.

This email was sent to ewellefo@cedar.vcu.edu by agingstudies@vcu.edu | [Update Profile/Email Address](#) | Instant removal with [SafeUnsubscribe™](#) | [Privacy Policy](#).



12-230

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MEMORANDUM

TO: Executive Directors
Area Agencies on Aging

FROM: James Rothrock

DATE: July 31, 2012

SUBJECT: DARS Issues RFP for Brain Injury Services

DARS Releases RFP for Brain Injury Services

DARS has released Request For Proposals (RFP) #10-037 for the provision of community-based rehabilitative services for people with brain injury in Tidewater region and on the Eastern Shore. DARS encourages submission of proposals for a day program on the Eastern Shore and for a clubhouse program in Tidewater; however, any combination of services for day program, clubhouse program, or case management (adult/pediatric) services can be submitted. Please see attached document (which is also posted on the eVA website for more details). Total amount of funding available is \$290,000 (\$160,000 for Tidewater area and \$130,000 for Eastern Shore). Deadline for submission of proposals is Friday, August 17, 2012 at 3:00 p.m. EST.

REQUEST FOR PROPOSAL (RFP)

Issue Date: **July 24, 2012**

RFP#: **DARS 13-037**

Title: Community-Based Rehabilitation Services for People with Acquired Brain Injury in Tidewater and on the Eastern Shore

Issuing Agency: Virginia Department for Aging and Rehabilitative Services
Community Based Services Division - Brain Injury Services Coordination Unit
8004 Franklin Farms Drive, Richmond, Virginia 23229
ATTN: Jeanne Kasberger, Manager, General Services/Purchasing Department

Where Work Will Be Performed: Tidewater Region and the Eastern Shore of Virginia

Period of Contract: From Signature of Contract to June 30, 2013, with option to renew for one additional one-year contract period.

Sealed Proposals Will Be Received Until **Friday, August 17, 2012 3:00 p.m. EST** For Furnishing The Services Described Herein.

All inquiries for information should be directed to Jeanne Kasberger, at 804/ 662-7399, TTY 800/552-5019. Questions regarding this Request For Proposals (RFP) will not be received later than five (5) business days prior to the closing of the solicitation. **IF PROPOSALS ARE MAILED, SEND DIRECTLY TO ISSUING AGENCY SHOWN ABOVE; IF HAND DELIVERED, DELIVER TO: Department for Aging and Rehabilitative Services, ATTN: Jeanne Kasberger, General Services/Purchasing Department, 8004 Franklin Farms Drive, Henrico, VA, 23229.**

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

Name of Organization: _____

Address: _____

Contact Person / Title (*please print*): _____

FEI/FIN# _____ E-mail Address: _____

Telephone: _____ Fax: _____

Signature in Ink: _____

Pre-Proposal Conference- N/A

NOTE: This public body does not discriminate against faith-based organizations in accordance with the Code of Virginia, § 11-35.1 or against a bidder or Offeror because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment.

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I. PURPOSE

The purpose of this Request For Proposals (RFP) is to establish one or more contracts for the provision of community-based rehabilitation services for people with acquired brain injury in the Tidewater region and/or on the Eastern Shore. Although the agency encourages the submission of proposals specifically for the provision of clubhouse / day program services through this RFP, Offerors may propose any combination of case management (adult/pediatric) or clubhouse / day program services. Regardless of the specific program(s) funded under this RFP, all state-funded programs must also provide a minimum of twelve (12) Community Impact activities (education, outreach, public awareness, and advocacy) in their communities annually. See DARS website at <http://www.vadrs.org/cbs/apps/outcomes/OutcomeCommunity.aspx> for more detail.

II. BACKGROUND

A. History

Funding allocated by the General Assembly for the provision of brain injury services is managed by the Department for Aging and Rehabilitative Services (DARS). DARS typically issues a Request For Proposals, in an open, competitive process per Commonwealth of Virginia guidelines, to solicit vendors interested in contracting with the agency to provide these services.

The General Assembly initially allocated state funding for brain injury services in the Tidewater area in State Fiscal Year (SFY) 1998 to support a day program in Virginia Beach. In SFY '01, Delegate Bloxom patroned legislation for funding to establish a day program on the Eastern Shore. In SFY '09 all state-funded Brain Injury Services Program contracts were ending and DARS issued a Request for Proposals (RFP) for the provision of services across the Commonwealth. This RFP resulted in the awarding of contracts for the continuation of a day program on the Eastern Shore, as well as the establishment of a new clubhouse program in Virginia Beach (using funds previously supporting a day program in Virginia Beach).

In FY '13, the total amount of funding available under this RFP for brain injury services is \$290,000: \$160,000 for the Tidewater area and \$130,000 for the Eastern Shore. (NOTE: The award will be made effective September 2012 after the start of the State Fiscal Year, the total amount of funding will be prorated accordingly.) This (RFP) solicits proposals from vendors to provide brain injury services in these two underserved areas of the State. DARS is committed to developing qualified providers in Virginia by providing training and technical assistance, particularly in unserved and underserved areas.

B. Eligible Offerors

Responses to this RFP may be made by Virginia-based agencies, organizations, institutions, researchers, and other entities. Priority is given to nonprofit organizations.

C. Small, Women-Owned and Minority Business Participation

It is the policy of the Commonwealth of Virginia to contribute to the establishment, preservation, and strengthening of small businesses and businesses owned by women and minorities and to encourage their participation in State procurement activities. The Commonwealth encourages Contractors to provide for the participation of small businesses and businesses owned by women and minorities through partnerships, joint ventures, subcontracts, or other contractual opportunities. Submission of a report of past efforts to utilize the goods and services of such businesses and plans for involvement on this contract are required for contracts of (a) \$100,000 or more, or (b) over \$15,000 where subcontracting opportunities exist. By submitting a proposal, Offerors certify that all information provided in response to this RFP is true and accurate. Failure to provide information required by this RFP will ultimately result in rejection of the proposal. For further information please go to: <http://www.dmb.e.virginia.gov/services.html>. Additional information regarding *certified* “SWAM” vendors is available at www.eVA.state.va.us. **(Forms for submission of this data are provided as ATTACHMENT A.)**

III. STATEMENT OF NEEDS

A. Commitment of Commonwealth of Virginia

The Commonwealth of Virginia recognizes the need to develop and expand community-based rehabilitative services for Virginians with brain injuries, particularly in unserved or underserved areas of the state. As the lead agency for brain injury, the Department for Aging and Rehabilitative Services (DARS) worked collaboratively with the Virginia Brain Injury Council (VBIC) and the Virginia Alliance of Brain Injury Services Providers (VABISP) to develop a footprint of “core services” which provides a foundation for establishing and expanding specialized services within local communities. The three identified “core services” include: case management; clubhouse/day program; and regional resource coordination. Please see **Attachment “C”**, Clarification of Terms, for more information on the core services.

B. Funding Priorities

In addition to the priority services listed above, priority will be given to proposals that:

1. Demonstrate the importance of a program for developing or expanding community-based services for people with brain injury to create opportunities and support individuals to become as independent and functionally capable as possible;
2. Justify the need for the program by documenting the lack of alternative resources and that the project does not duplicate existing programs or services;
3. Include an outcomes measurement system for documenting individual and aggregate impact of the services, including anticipated long-term impact of the program;
4. Provide for consumer, family, caretaker, and advocacy involvement in the design, implementation, and evaluation of the program, as relevant;

5. Emphasize and demonstrate a commitment to collaborative community planning by involving other organizations and service providers, consumer groups, employers, state agencies, and other funding sources, as appropriate. Demonstrate the ability to effect systems change through the development, strengthening, and coordination of existing linkages in the community; and
6. Identify a sustainability plan with specific strategies and a timeline that will be used to enhance, expand, or provide additional support for the program's services. (**Note:** DARS is required to report annually to the General Assembly on the success of state-funded brain injury services programs in "attracting non-state resources.")

C. Duration and Amount of Funding

A total amount of \$290,000 per year is available under this Request For Proposals (RFP) for services in Tidewater (\$160,000) and on the Eastern Shore (\$130,000). The number of programs to be funded will be based on the availability of funding and on the nature and number of responses received. Proposals will be funded for the remainder of State Fiscal Year 2013, from September 2012 through June 30, 2013, with one additional one-year renewal period. Funds that are unexpended at the end of the State Fiscal Year do not carry over to the next year and must be obligated by the end of each state fiscal year.

The Department for Aging and Rehabilitative Services (DARS) may assemble a panel of internal and external experts to review and rank proposals received in response to this RFP. Final decisions regarding the amount and period of funding are made at the sole discretion of the Department for Aging and Rehabilitative Services.

All contract funds are contingent on the availability of state general funds designated for this purpose, and on the demonstrated ability of the contractor to meet established contract goals and objectives as outlined in the contractor's proposal and as reviewed and accepted by the Department for Aging and Rehabilitative Services. All proposals should include the estimated timeframe for the implementation of program services.

D. Use of Funds

Funding awarded through this RFP may be used to cover allowable costs appropriate to the program design and operation. Examples of allowable funding include:

- staff to carry out program activities/services;
- staff to support program operations such as administrative / secretarial, bookkeeping, tax preparation, etc.;
- equipment and supplies in support of program activities/services;
- consultation, technical assistance, and staff training related to program/services;
- rent or lease of space;
- site modification directly related to use of the space by service recipients;
- administrative/overhead costs that are 10% or less of total direct expenses, which are included in the budget narrative; and
- other direct and documented costs related to the operation of the program and delivery of services.

Funds may not be used for:

- capital purchases of land (property) or buildings;
- construction of new buildings;
- modification / renovation of a facility, if not directly related to use of the space by program or service recipients;
- administrative or indirect costs exceeding 10% of the amount of the total direct expenses.

E. Human Research Guidelines

The Contractor shall comply, as applicable, with all federal (45 CFR 46) and state (Chapter 5.1 of the *Code of Virginia*, Section 32.1-162.16 et seq.) legislation and agency regulations (22 VAC 30-40-10 et seq. and 12 VAC 5-20-10 et seq.) for human research.

IV. PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

Offerors are required to submit a proposal by **Friday, August 17, 2012 at 3:00 p.m. Eastern Standard Time** as specified in this Request For Proposals (RFP). Offerors may be asked to provide additional, clarifying information at any time following submission of a proposal. The Department for Aging and Rehabilitative Services and a review panel, if used, will follow the criteria published in this Request For Proposals (RFP) to determine those projects which most directly and appropriately address the specific funding priorities (see Section IV.B.1-7 below). Proposals should include the following:

A. RFP Response

1. Offerors must submit a complete response to this RFP, signed by a legally authorized representative of the agency, organization, or entity. One (1) original, five (5) hard copies, and one (1) flash drive or CD copy of each proposal must be submitted to the issuing Purchasing Agency. Failure to submit all requested information may result in the Purchasing Agency requiring prompt submission of missing information, a lower evaluation score, or the proposal may be rejected by the Purchasing Agency. Mandatory requirements are those required by law or regulation or are such that they cannot be waived and are not subject to negotiation.

2. All information requested by this RFP on the ownership, utilization, and planned involvement of small businesses, women-owned businesses, and minority-owned businesses (Attachment A) must be submitted. If an Offeror fails to submit this information, the Purchasing Agency may require prompt submission of missing information after the receipt of vendor proposals.

3. The Vendor Data Sheet (Attachment B) must be completed, signed, and returned with the proposal.

B. Proposal Development, Content, and Format Requirements

Proposals should be as thorough and detailed as possible so that the Department for Aging and Rehabilitative Services and a review panel, if used, may properly evaluate the

Offeror's capabilities to provide the required activities / services. Proposals should not be longer than fifteen (15) pages double-spaced with page numbers (the fifteen pages **do not include** the RFP cover sheet, resumes, letters of recommendation/support, and other attachments). Times New Roman 12 Font should be used. Address the following in the proposal:

1. Purpose and Significance of Program / Services (two pages) - 15 points

State the title and overall purpose of the program/services. Provide a brief description of the program and its importance and relevance for developing or expanding community-based services for individuals experiencing brain injury in the specified area. State how the program will provide services that expand opportunities for such individuals to become as independent and functional as possible in their home communities. All state -funded brain injury services programs must provide a minimum of twelve (12) Community Impact activities (education, outreach, public awareness, and advocacy) annually and the proposal should include a description of how this will be achieved in their communities. See DARS website at <http://www.vadrs.org/cbs/apps/outcomes/OutcomeCommunity.aspx> for more detail.

2. Program Objectives and Benefits Expected (three pages) - 20 points

State the specific goals and objectives of the proposed program / services. Define program objectives clearly and measurably. Describe the outcomes measurement system that will be used to document the impact of the program services. Provide anticipated outcomes for each of the two State Fiscal Years to be funded (State Fiscal Year 2013 through State Fiscal Year 2014).

3. Program Design, Methods, and Action Plan (six pages) – 20 points

List the specific methods and activities that will occur during the contract period to achieve program goals / objectives. Provide a timeline with dates and sequence of major program tasks and activities, including the development and implementation phases of the program. As applicable, describe how the program intends to **a)** involve consumers and advocacy groups in program design, implementation, and ongoing evaluation; and **b)** demonstrate collaboration with local or regional consumer groups, service providers, state agencies, community partners, and other funding sources. As applicable, provide documentation of the program's human research guidelines.

4. Budget, Budget Justification, and Sustainability (three pages) - 20 points

Prepare and submit a separate budget for each of the two fiscal years of the contract period for each program:

- State Fiscal Year 2013: September 2012-June 30, 2013; and if renewed
- State Fiscal Year 2014: July 1, 2013-June 30, 2014.

Include a budget with line items and estimated / projected expenditures per line item for accomplishing the program’s goals and activities. Provide a narrative justification of the need for funds to carry out specific program activities. Please note all costs and income sources that may be available to support the program/services, in addition to RFP funding. Identify a sustainability plan with specific strategies and a timeline that will be used to enhance, expand, or provide additional support for program services, i.e., nonstate funding. (**Note:** DARS is required to report annually to the General Assembly the success of state-funded brain injury services programs in “attracting non-state resources.”)

5. Organizational Capability (*one page*) - 20 points

Describe the vision/mission, history, general achievements, and capability of the organization to carry out the proposed program / services. (Resumes for key personnel assigned to the program, no longer than one page each, and letters of recommendation/support may be included as attachments.)

6. Small, Women-Owned and Minority Business Participation - 5 points

The Offeror must submit the following three sets of data for small business, women-owned business, and minority-owned business: (a) ownership, (b) utilization of small, women-owned, and minority-owned businesses for the most recent 12 months, and (c) planned involvement of small businesses, women-owned businesses, and minority-owned businesses on this procurement. (**Forms for submission of this data are provided as ATTACHMENT A.**)

7. Vendor Data Sheet

The Offeror must complete, sign, and submit the Vendor Data Sheet. (**Form for submission of this data is provided as ATTACHMENT B.**)

V. EVALUATION AND AWARD CRITERIA

The number of proposals to be funded under this Request For Proposals (RFP) is contingent on availability of funds and the number and nature of proposals received.

A. Evaluation

1. Proposal Review

The Department for Aging and Rehabilitative Services (DARS) may assemble a panel of internal and external experts to review and rank proposals received in response to this RFP. Community-based service providers, consumers, advocates, and others with expertise in brain injury services or community-based program development and management may be included on a review panel or consulted by DARS and/or the review panel. When necessary, expert reviewers who reside outside the Commonwealth of Virginia may be chosen to assure impartiality. Final decisions regarding the amount and period of funding are made at the sole discretion of DARS.

2. Screening and Evaluation Criteria

Proposals will be evaluated as follows:

| | |
|---|-------------------|
| Purpose and Significance of Program | 15 points |
| Program Objectives and Benefits Expected | 20 points |
| Program Design, Methods, and Action Plan | 20 points |
| Budget, Budget Justification, and Sustainability | 20 points |
| Organizational Capability | 20 points |
| Small, Women-Owned and Minority Business Participation | 05 points |
| <i>(for information on <u>certified</u> "SWAM" vendors: www.eVA.state.va.us)</i> | |
| Total points | 100 points |

Proposals deemed qualified for further consideration may be asked to provide additional clarifying information prior to the contract negotiation process.

3. Final Evaluation and Recommendation for Award

Following evaluation and rating, DARS will award funding to one or more qualifying Offerors whose proposals are deemed most advantageous.

B. Award

Selection shall be made of the Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this RFP. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor. After negotiations have been conducted with each Offeror so selected, the Purchasing Agency shall select the Offeror(s) which, in its opinion, has/have made the best proposal(s), and shall award the contract to such Offeror(s). Should the Commonwealth determine in writing and at its sole discretion that only one Offeror under consideration is fully qualified, a contract may be negotiated and awarded to that Offeror.

The Commonwealth may cancel this Request for Proposals (RFP) or reject proposals at any time prior to award, and is not required to furnish reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, 11-65D*).

VI. DELIVERY INSTRUCTIONS

A. Identification of Proposal Envelope: The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

| | | |
|------------------------|------------------|----------------------|
| From: _____ | <u>8/17/2012</u> | <u>3:00 P.M. EST</u> |
| Name of Offeror | Due Date | Time |

| | |
|-----------------------------|-------------------------|
| Street or Box Number | City, State, Zip |
|-----------------------------|-------------------------|

Request For Proposal Number

Community-based rehabilitative services for people with acquired brain injury
in the Tidewater region and/or on the Eastern Shore of Virginia.

RFP Title of Request For Proposal

The envelope should be addressed as directed on Page 1 of the solicitation. Proposals may be hand delivered to the designated location of the Purchasing Agency issuing the solicitation. No other correspondence or other bids/proposals should be placed in the envelope.

VII. GENERAL TERMS AND CONDITIONS

A. VENDORS MANUAL: This solicitation is subject to the provisions of the Commonwealth of Virginia *Vendors Manual* and any changes or revisions thereto, which are hereby incorporated into this contract in their entirety. The procedure for filing contractual claims is in section 7.19 of the *Vendors Manual*. A copy of the manual is normally available for review at the purchasing office and is accessible on the Internet at www.eva.virginia.gov under “Vendor’s Manual” on the Vendors Tab.

B. APPLICABLE LAWS AND COURTS: This solicitation and any resulting contract shall be governed in all respects by the laws of the Commonwealth of Virginia and any litigation with respect thereto shall be brought in the courts of the Commonwealth. The agency and the contractor are encouraged to resolve any issues in controversy arising from the award of the contract or any contractual dispute using Alternative Dispute Resolution (ADR) procedures (*Code of Virginia*, § 2.2-4366). ADR procedures are described in Chapter 9 of the *Vendors Manual*. The contractor shall comply with all applicable federal, state and local laws, rules and regulations.

C. ANTI-DISCRIMINATION: By submitting their (bids/proposals), (bidders/offerors) certify to the Commonwealth that they will conform to the provisions of the Federal Civil Rights Act of 1964, as amended, as well as the Virginia Fair Employment Contracting Act of 1975, as amended, where applicable,

the Virginians With Disabilities Act, the Americans With Disabilities Act and § 2.2-4311 of the *Virginia Public Procurement Act (VPPA)*. If the award is made to a faith-based organization, the organization shall not discriminate against any recipient of goods, services, or disbursements made pursuant to the contract on the basis of the recipient's religion, religious belief, refusal to participate in a religious practice, or on the basis of race, age, color, gender or national origin and shall be subject to the same rules as other organizations that contract with public bodies to account for the use of the funds provided; however, if the faith-based organization segregates public funds into separate accounts, only the accounts and programs funded with public funds shall be subject to audit by the public body. (*Code of Virginia*, § 2.2-4343.1E).

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

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

- a) The contractor will not discriminate against any employee or 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 vendor.

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

E. IMMIGRATION REFORM AND CONTROL ACT OF 1986: By entering into a written contract with the Commonwealth of Virginia, the Contractor certifies that the Contractor does not, and shall not during the performance of the contract for goods and services in the Commonwealth, knowingly employ an unauthorized alien as defined in the federal Immigration Reform and Control Act of 1986.

F. DEBARMENT STATUS: By submitting their (bids/proposals), (bidders/offerors) certify that they are not currently debarred by the Commonwealth of Virginia from submitting bids or proposals on contracts for the type of goods and/or services covered by this solicitation, nor are they an agent of any person or entity that is currently so debarred.

G. ANTITRUST: By entering into a contract, the contractor conveys, sells, assigns, and transfers to the Commonwealth of Virginia 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 the Commonwealth of Virginia under said contract.

H. MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS

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

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

J. PAYMENT:

1. To Prime Contractor:

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

b. Any payment terms requiring payment in less than 30 days will be regarded as requiring payment 30 days after invoice or delivery, whichever occurs last. This shall not affect offers of discounts for payment in less than 30 days, however.

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

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

e. Unreasonable Charges. Under certain emergency procurements and for most time and material purchases, final job costs cannot be accurately determined at the time orders are placed. In such cases, contractors should be put on notice that final payment in full is contingent on a determination of reasonableness with respect to all invoiced charges. Charges which appear to be unreasonable will be researched and challenged, and that portion of the invoice held in abeyance until a settlement can be reached. Upon determining that invoiced charges are not reasonable, the Commonwealth shall promptly notify the contractor, in writing, as to those charges which it considers unreasonable and the basis for the determination. A contractor may not institute legal action unless a settlement cannot be reached within thirty (30) days of notification. The provisions of this section do not relieve an agency of its prompt payment obligations with respect to those charges which are not in dispute (*Code of Virginia*, § 2.2-4363).

2. To Subcontractors:

a. A contractor awarded a contract under this solicitation is hereby obligated:

(1) To pay the subcontractor(s) within seven (7) days of the contractor's receipt of payment from the Commonwealth for the proportionate share of the payment received for work performed by the subcontractor(s) under the contract; or

(2) To notify the agency and the subcontractor(s), in writing, of the contractor's intention to withhold payment and the reason.

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

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

d. The Commonwealth of Virginia encourages contractors and subcontractors to accept electronic and credit card payments.

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

L. QUALIFICATIONS OF OFFERORS: The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the Offeror to perform the services/furnish the goods and the Offeror shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect Offeror's physical facilities prior to award to satisfy questions regarding the Offeror's capabilities. The Commonwealth further reserves the right to reject any proposal if the evidence submitted by, or investigations of, such Offeror fails to satisfy the Commonwealth

that such Offeror is properly qualified to carry out the obligations of the contract and to provide the services and/or furnish the goods contemplated therein.

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

N. ASSIGNMENT OF CONTRACT: A contract shall not be assignable by the contractor in whole or in part without the written consent of the Commonwealth.

O. CHANGES TO THE CONTRACT: Changes can be made to the contract in any of the following ways:

1. The parties may agree in writing to modify the scope of the contract. An increase or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.
2. The Purchasing Agency may order changes within the general scope of the contract at any time by written notice to the contractor. Changes within the scope of the contract include, but are not limited to, things such as services to be performed, the method of packing or shipment, and the place of delivery or installation. The contractor shall comply with the notice upon receipt. The contractor shall be compensated for any additional costs incurred as the result of such order and shall give the Purchasing Agency a credit for any savings. Said compensation shall be determined by one of the following methods:
 - a. By mutual agreement between the parties in writing; or
 - b. By agreeing upon a unit price or using a unit price set forth in the contract, if the work to be done can be expressed in units, and the contractor accounts for the number of units of work performed, subject to the Purchasing Agency's right to audit the contractor's records and/or to determine the correct number of units independently; or
 - c. By ordering the contractor to proceed with the work and keep a record of all costs incurred and savings realized. A markup for overhead and profit may be allowed if provided by the contract. The same markup shall be used for determining a decrease in price as the result of savings realized. The contractor shall present the Purchasing Agency with all vouchers and records of expenses incurred and savings realized. The Purchasing Agency shall have the right to audit the records of the contractor as it deems necessary to determine costs or savings. Any claim for an adjustment in price under this provision must be asserted by written notice to the Purchasing Agency within thirty (30) days from the date of receipt of the written order from the Purchasing Agency. If the parties fail to agree on an amount of adjustment, the question of an increase or decrease in the contract price or time for performance shall be resolved in accordance with the procedures for resolving disputes provided by the

Disputes Clause of this contract or, if there is none, in accordance with the disputes provisions of the Commonwealth of Virginia *Vendors Manual*. Neither the existence of a claim nor a dispute resolution process, litigation or any other provision of this contract shall excuse the contractor from promptly complying with the changes ordered by the Purchasing Agency or with the performance of the contract generally.

- P. DEFAULT:** In case of failure to deliver goods or services in accordance with the contract terms and conditions, the Commonwealth, after due oral or written notice, may procure them from other sources and hold the contractor responsible for any resulting additional purchase and administrative costs. This remedy shall be in addition to any other remedies which the Commonwealth may have.
- Q. TAXES:** Sales to the Commonwealth of Virginia are normally exempt from State sales tax. State sales and use tax certificates of exemption, Form ST-12, will be issued upon request. Deliveries against this contract shall usually be free of Federal excise and transportation taxes. The Commonwealth's excise tax exemption registration number is 54-73-0076K.
- R. INSURANCE:** By signing and submitting a bid or proposal under this solicitation, the bidder or offeror 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 Offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all insurance 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 the Commonwealth 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. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia must be named as an additional insured and so endorsed on the policy.
- S. ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA VBO (www.eva.virginia.gov) for a minimum of 10 days.

- T. DRUG-FREE WORKPLACE:** During the performance of this contract, the contractor agrees to (i) provide a drugfree workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor. For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.
- U. 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, faithbased 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.
- V. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION:** The eVA Internet electronic procurement solution, website portal www.eVA.virginia.gov, streamlines and automates government purchasing activities in the Commonwealth. The eVA portal is the gateway for vendors to conduct business with state agencies and public bodies. All vendors desiring to provide goods and/or services to the Commonwealth shall participate in the eVA Internet eprocurement solution either through the eVA Basic Vendor Registration Service or eVA Premium Vendor Registration Service. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid/proposal being rejected. Effective July 1, 2011, vendor registration and registration-renewal fees have been discontinued. Registration options are as follows:
- a. eVA Basic Vendor Registration Service: eVA Basic Vendor Registration Service includes electronic order receipt, vendor catalog posting, on-line registration, electronic bidding, and the ability to research historical procurement data available in the eVA purchase transaction data warehouse.

b. eVA Premium Vendor Registration Service: eVA Premium Vendor Registration Service includes all benefits of the eVA Basic Vendor Registration Service plus automatic email or fax notification of solicitations and amendments. Vendor transaction fees are determined by the date the original purchase order is issued and are as follows:

- a. For orders issued prior to August 16, 2006, the Vendor Transaction Fee is 1%, capped at a maximum of \$500 per order.
- b. For orders issued August 16, 2006 thru June 30, 2011, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.
- c. For orders issued July 1, 2011 thru June 30, 2013, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 0.75%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 0.75%, capped at \$1,500 per order.
- d. For orders issued July 1, 2013 and after, the Vendor Transaction Fee is:
 - (i) DMBE-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DMBE-certified Small Businesses: 1%, capped at \$1,500 per order.

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

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

X. BID PRICE CURRENCY: Unless stated otherwise in the solicitation, bidders/offerors shall state bid/offer prices in US dollars.

Y. 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.

VIII. SPECIAL TERMS AND CONDITIONS

- A. **AUDIT:** The contractor shall retain all books, records, and other documents relative to this contract for five (5) years after final payment, or until audited by the Commonwealth of Virginia, whichever is sooner. The agency, its authorized agents, and/or state auditors shall have full access to and the right to examine any of said materials during said period.
- B. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the Purchasing Agency shall be bound hereunder only to the extent of the funds available through for this purpose or which may hereafter become available for the purpose of this agreement.
- C. **AWARD:** Selection shall be made of one or more Offeror(s) deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in this Request for Proposals. Negotiations shall be conducted with the Offeror(s) so selected. Price shall be considered, but need not be the sole determining factor. Following negotiations, the Purchasing Agency shall select one or more Offeror(s) which, in its opinion, submitted the best proposal(s), and shall award the contract(s) to such Offeror(s). The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to award, and is not required to furnish reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia, § 2.2-4359D*). The award document is a contract incorporating by reference all the requirements, terms, and conditions of this solicitation and the Contractor’s proposal as negotiated.
- D. **CANCELLATION OF CONTRACT:** The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 30 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may be terminated by either party, without penalty, after the initial 12 months of the contract period upon 30 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- E. **IDENTIFICATION OF PROPOSAL ENVELOPE:** The signed proposal should be returned in a separate envelope or package, sealed and identified as follows:

From: _____ 8/17/2012 3:00 P.M. EST
Name of Offeror **Due Date** **Time**

Street or Box Number **City, State, Zip**

13-037
Request For Proposal Number

Community-based rehabilitative services for people with acquired brain injury
in the Tidewater region and on the Eastern Shore.
RFP Title of Request For Proposal

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

F. SMALL BUSINESSES SUBCONTRACTING AND EVIDENCE OF

COMPLIANCE: It is the goal of the Commonwealth that 40% of its purchases be made from small businesses. This includes discretionary spending in prime contracts and subcontracts. All potential Offerors are required to submit a Small Business Subcontracting Plan. Unless the Offeror is registered as a DMBE-certified small business and where it is practicable for any portion of the awarded contract to be subcontracted to other suppliers, the contractor is encouraged to offer such subcontracting opportunities to DMBE-certified small businesses. This shall not exclude DMBE-certified women-owned and minority-owned businesses when they have received DMBE small business certification. No Offeror or subcontractor shall be considered a Small Business, a Women- Owned Business or a Minority-Owned Business unless certified as such by the Department of Minority Business Enterprise (DMBE) by the due date for receipt of bids or proposals. If small business subcontractors are used, the prime contractor agrees to report the use of small business subcontractors by providing the purchasing office at a minimum the following information: name of small business with the DMBE certification number, phone number, total dollar amount subcontracted, category type (small, women-owned, or minority-owned), and type of product/service provided.

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

H. MANDATED REPORTERS FOR ADULT PROTECTIVE SERVICES:

Contractors awarded funding under this Request For Proposal who are determined to be mandated reporters for adult protective services according to §63.2-1606(A) of the Code of Virginia, effective July 1, 2004, shall comply with all terms and conditions of the Code. Mandated reporting to adult protective services is required of "...any person employed by or contracted with a public or private agency or facility and working with adults in an administrative, supportive, or direct care capacity..."

In compliance with §§63.2-1603 *et seq.* of the Code of Virginia regarding the reporting of suspected abuse, neglect, or exploitation of children and adults, all Contractors awarded funds under this Request For Proposal must adhere to DARS Policies and Procedures which shall be provided to contractors for reference. Further, Contractors must include this information in their own Policies and Procedures manuals, must provide this information to new employees during orientation, and

shall review this information with all employees on an annual basis. A copy of DARS Policies and Procedures shall be provided to Contractors awarded funding under this Request For Proposal.

- I. RENEWAL OF CONTRACT:** Contracts awarded under this Request For Proposal (RFP) are for State Fiscal Year 2013, the period September 2012 through June 30, 2013, with the option to renew for one additional one-year period. Such renewals are subject to the terms of the current contract, and should be done within a reasonable period of time prior to the expiration of the contract (approximately 30 days). No contract funded under this Request For Proposals (RFP) shall exceed a total contract period of SFY 2012-2013 (initial contract period, plus one additional one-year contract period). If awarded only for an initial one-year period, there is no guarantee that a contract will be renewed.
- J. USE OF STATE FUNDS:** In fulfilling the requirements of this contract, and in the use of all state funds, the Contractor shall follow applicable policies and procedures in the **Virginia Department of Accounts (DOA) Commonwealth Accounting Policies and Procedures (CAPP) Manual** which govern the expenditure of state funds (i.e., the “Cash Disbursements Accounting” section). Copies of relevant sections of this manual may be forwarded to Contractor for reference. For example, state general funds may not be carried over from one State Fiscal Year to another; however, advance payments may be made and funds may be obligated according to the CAPP Manual. The Contractor will repay any unspent funds within 30 days following the close of each year of the contract. The Contractor will repay to Commonwealth of Virginia the amount of any noncompliant or disallowed expenditure if discovered by the Purchasing Agency at the end of a contract year, or if found during an audit of any of the five previous contract years.
- K. OWNERSHIP OF INTELLECTUAL PROPERTY:** No Contractor may copyright any work contracted for by the Commonwealth and produced for the Commonwealth without the prior written consent of the agency or the Virginia Department of General Services, Division of Purchasing and Supplies. Copies of relevant sections of the **DGS/DPS Vendor’s Manual** may be forwarded to contractor for reference. The Purchasing Agency shall have a royalty-free nonexclusive and irrevocable right to reproduce, publish, or otherwise use and authorize others to use, the work, for purposes which further the mission of the agency. Ownership of all data, materials, and documentation originated and prepared for the state pursuant to a solicitation shall belong exclusively to the state and be subject to public inspection in accordance with the *Virginia Freedom of Information Act*, excluding proprietary information, as defined by the Commonwealth. All copyright and patent rights to all papers, reports, forms, materials, creations, or inventions created or developed in the performance of this contract shall become the sole property of the Commonwealth.

All Contractors shall provide acknowledgment of the use of state general funds when developing written, videotaped, web-based, or other materials and documents created

or developed in performance of this contract. Verbal acknowledgement of state general fund support should also be made whenever speaking publicly about the contract, e.g., when conducting workshops, presentations, speaking to news reporters, etc. Suggested wording for attribution of state funding by all Contractors awarded funding under this RFP shall be approved by the Department for Aging and Rehabilitative Services.

- L. REPORTING REQUIREMENTS:** The Contractor agrees to cooperate with the Purchasing Agency in the preparation and delivery of reports as required and requested by the Purchasing Agency in fulfillment of its fiscal and program oversight and contract administration responsibilities. This may include a specific reporting system, method, or software as designated by the Purchasing Agency. The Contractor also agrees to contribute a reasonable amount of its state funding to cover expenses related to the maintenance of a web-based software reporting system.

The Contractor shall submit monthly, quarterly, and annual required reports to the Purchasing Agency, which reserves the right to change the format and content of the reports as it deems appropriate. The Contractor is also required to submit annually an independent financial audit and a DARS Control Self-Assessment Form.

The required **Monthly Reports** are as follows:

1. *Monthly Reports.* There are two (2) monthly reports that must be submitted to DARS by the 10th of the month following the month in which services were rendered. The two **Monthly Reports** are:
 - a. **monthly financial expenditure report** that includes the Contractor's approved line item budget and the month's actual expenditures for each line item. Currently, Contractors are required to submit reports using a specific Microsoft Excel spreadsheet which was designed for this purpose and is provided to the Contractor upon award; and
 - b. **monthly narrative progress report** that describes achievement toward goals and objectives as contained in the Contractor's original or amended proposal.
2. *Quarterly Reports.* There are two (2) quarterly reports that must be submitted to DARS by the 10th of the month following the end of the quarter in which services were rendered. The two **Quarterly Reports** are:
 - a. **quarterly "nonstate resources" report** that describes the Contractor's success in attracting nonstate cash or in-kind resources to support, enhance, and expand the operation of the state-funded brain injury services program. This should reflect the sustainability plan included in

the Contractor's original or amended proposal. (**Note:** DARS is required to report annually to the General Assembly on the success of state-funded brain injury services programs in “attracting non-state resources.”); and

- b. **quarterly SCORECARD report** that reports number of individual goals achieved across four domains during each quarter. The SCORECARD is a web-based reporting system maintained by DARS and available to the public. Currently, Contractors are required to submit reports using a Microsoft Excel spreadsheet which is provided to the Contractor upon award.
3. *Annual Reports.* Contractors are required to submit an **Annual or End of Year Report** to DARS within thirty (30) days of the end of the contract period (due by July 31). The **Annual or End of Year Reports** should contain the following:
- a. **annual report** of cumulative **financial expenditures** by line item for the entire State Fiscal Year;
 - b. **annual report** of cumulative **progress** describing contract activities and achievement of contract goals and objectives during the State Fiscal Year. This part of the report should include the number of people served and types of services provided;
 - c. **annual report** on the cumulative amount and type of **nonstate resources**, both cash and in-kind. These resources are used to support, enhance, and expand the operation of the state-funded brain injury services program and should reflect the sustainability plan included in the Contractor's original or amended proposal. (**Note:** DARS is required to report annually to the General Assembly on the success of state-funded brain injury services programs in “attracting non-state resources.”); and
 - d. **annual report** on “**Participation in State Procurement Transactions by Small Business and Businesses Owned by Women and Minorities.**” This report will specify the actual cumulative amount of state contract dollars with small businesses and businesses owned by women and minorities during the performance of this contract. At a minimum, this report shall include for each firm contracted with and for each such business class (i.e., small, women-owned, minority-owned) a comparison of the total actual dollars spent on this contract with the planned involvement of the firm and business class as specified in the proposal, and the actual percent of the total estimated contract value. Forms for submission of this data are provided as attachments to this RFP. Additional information regarding *certified* “SWAM” businesses is available at www.eVA.state.va.us.

IX. EQUIPMENT PURCHASED USING STATE FUNDS

Contractors should maintain a property inventory of all equipment and furniture purchased using state contract funds. The inventory should contain the following information: name, brand, and description of the item; date of purchase; location of purchase; cost of the item; and condition when purchased (new or used). The inventory should be updated annually with the condition of each item. At the end of any contract period, items purchased with state funds and which have not depreciated below \$500, shall convey to the Department for the Aging and Rehabilitative Services within 30 days following the end of the contract period.

X. METHOD OF PAYMENT

1. Payment will be made to the Contractor on a quarterly allotment basis. The Contractor shall receive an initial payment at the beginning of the contract period equal to one-fourth (1/4) of the total annual amount of funding awarded to the Contractor for each State Fiscal Year (July 1 through June 30). The first quarterly allotment shall be made to the Contractor at the start of the contract period (no more than ten days after the effective date of the contract). Subsequent quarterly allotments will be made between the 10th and 15th of each quarter during the months of October, January, and April, provided that the Contractor has submitted the required reports as indicated in the **“VIII. SPECIAL TERMS AND CONDITIONS, L. REPORTING REQUIREMENTS”** section of this Request For Proposals. The Purchasing Agency reserves the right to change the format and content of the monthly, quarterly, and annual reports, as it deems appropriate.
2. Requests for changes of 10% or more in any line item in the Contractor’s budget should be submitted to the Purchasing Agency for review. Contractor must have DARS approval prior to incurring expenses or making purchases based on any proposed budget changes. Budget changes made in the fourth quarter of the State Fiscal Year shall be submitted to the Purchasing Agency no later than May 31; budget changes submitted after this date will not be approved unless an exception is granted by the Purchasing Agency for extenuating circumstances.
3. The Contractor shall retain all written documentation of expenditures incurred and services rendered through the contract, for a period of five years, subject to review or audit by the Purchasing Agency or the Commonwealth of Virginia at any time. If a discrepancy is discovered during an audit, or if appropriate and sufficient back-up documentation is not made available upon request, the Purchasing Agency may require reimbursement for the amount equal to the discrepancy or equal to the undocumented expenditure(s).
4. A legally authorized official of the Contractor shall sign all monthly, quarterly, and annual reports. All payments will be made in accordance with the Virginia Prompt Payment Act. Financial expenditure reports and progress reports shall be submitted to:

Department for Aging and Rehabilitative Services
ATTN: Brain Injury Services Coordination Unit
8004 Franklin Farms Drive, Henrico, VA 23229

XI. PRICING SCHEDULE

The Offeror shall provide the services in accordance with the solicitation requirements, terms and conditions contained herein and as reflected in the Offeror's budget proposal. The Offeror agrees to perform all services as described herein for amount noted here: \$_____.

XII. ATTACHMENTS

A: Participation in State Procurement Transactions by Small Business and Businesses Owned by Women and Minorities

B: Vendor Data Sheet

C: Clarification of Terms

D: Guidelines for Community-Based Programs Serving Individuals with Brain Injury

E: International Brain Injury Clubhouse Association ((IBICA) Standards

ATTACHMENT A: Participation in State Procurement Transactions by Small Business and Businesses Owned by Women and Minorities

The following definitions will be used in completing the information required by one or more of the three categories of businesses contained in this Attachment as applicable to your firm: (1) Participation by Small Businesses; (2) Participation by Businesses Owned by Women; and (3) Participation by Businesses Owned by Minorities. (*For additional information on certified “SWAM” business, go to www.eVA.state.va.us.*)

Definitions

Period is the specified 12-month period for which the information provided in this list is applicable and valid. The period will be specified as month and year.

Firm Name, Address, and Phone Number is the name, address, and business phone number of the small business, women-owned business, or minority-owned business with which the Offeror has contracted or done business with over the specified period or plans to involve on this contract, as applicable.

Contact Person is the name of the individual in the specified small business, women-owned business, or minority-owned business who would have knowledge of the specified contracting and would be able to validate the information provided in this list.

Type of Goods or Services is the specific goods or services the Offeror has contracted for from the specified small, women-owned, or minority-owned business over the specified period of time or plans to use in the performance of this contract, as applicable. The Offeror will asterisk (*) those goods and services that are in the Offeror’s primary business or industry.

Dollar Amount is the total dollar amount (in thousands of dollars) the Offeror has contracted for or has done business with the listed firm during the specified period or plans to use on this contract, as applicable.

% Total Company Expenditures for Goods and Services is calculated by dividing the dollar amount of business conducted or contracted for with the indicated firm over the specified period by the total expenditure of the Offeror over the specified period for goods and services.

% of Total Contract is calculated by dividing the estimated dollars planned for the indicated firm on this contract by the total Offeror estimated price of this contract.

1. Participation by Small Business (continued)

C. Describe Offeror's plans to involve small businesses in the performance of this contract, either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

| Firm Name, Address, and Phone Number | Contact Person | Type of Goods or Services | Dollar Amounts | % of Total Contract |
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2. Participation by Businesses Owned by Women (continued)

C. Describe Offeror's plans to involve businesses owned by women in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

| Firm Name, Address, and Phone Number | Contact Person | Type of Goods or Services | Dollar Amounts | % of Total Contract |
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3. Participation by Businesses Owned by Minorities (continued)

C. Describe Offeror's plans to involve minority business in the performance of this contract either as part of a joint venture, as a partnership, as subcontractors, or as suppliers. Offerors are encouraged to provide additional information and expand upon the following format:

| Firm Name, Address, and Phone Number | Contact Person | Type of Goods or Services | Dollar Amounts | % of Total Contract |
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ATTACHMENT B: Vendor Data Sheet

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

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

2. **Vendor's Primary Contact:** _____
Name Telephone Number

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

4. **Vendor Information**
FIN or FEI Number (if company, corporation, or partnership): _____
Social Security Number (if individual): _____

5. Indicate below at least four (4) current or recent accounts (commercial or governmental) that the Offeror's company is servicing, has serviced, or has provided similar goods or services. Include length of service and the name, address, and telephone number of point of contact.
 - A. Company Name/Address: _____
Contact Person: _____
Project: _____

Telephone Number: _____ Fax Number: _____
Dates of Service: _____ \$ Value: _____

 - B. Company Name/Address: _____
Contact Person: _____
Project: _____

Telephone Number: _____ Fax Number: _____
Dates of Service: _____ \$ Value: _____

 - C. Company Name/Address: _____
Contact Person: _____
Project: _____

Telephone Number: _____ Fax Number: _____
Dates of Service: _____ \$ Value: _____

 - D. Company Name/Address: _____
Contact Person: _____
Project: _____

Telephone Number: _____ Fax Number: _____
Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information:

Signed: _____
Title: _____ Date: _____

ATTACHMENT C: Clarification of Terms

Advocacy: Under this Request For Proposal (RFP), the following advocacy services may be provided *with the exception of legal and legislative advocacy*:

- **Legal advocacy** involves the use of the judicial system to protect the rights of people with disabilities;
- **Legislative advocacy** involves seeking legislative enactment that would enhance the rights of and/or opportunities for people with disabilities;
- **Personal advocacy** involves one-on-one support and guidance to secure the rights of an individual with a disability and his or her family or support person(s);
- **Self-advocacy** involves assisting an individual to acquire the skills and knowledge to advocate effectively on his or her own behalf; and
- **Systems advocacy** involves developing or changing policies, practices, or attitudes that affect people with disabilities.

Brain Injury: Acquired brain injury is damage to the brain that occurs after birth, resulting in total or partial functional disability or impairment. Acquired brain injuries are either traumatic or nontraumatic:

- **Traumatic brain injury (TBI)** is an acquired brain injury caused by an external physical force that may produce a diminished or altered state of consciousness, resulting in total or partial functional disability or impairment. Traumatic brain injury includes open and closed head injuries and may result in mild, moderate, or severe impairments in the following areas: cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual, and motor abilities, psychosocial behavior, and speech. Traumatic brain injury does not include congenital (existing at birth) or degenerative (worsening over time) brain injury.
- **Non-traumatic brain injury** is an acquired brain injury caused by strokes/aneurysms, tumors, infection, anoxia/hypoxia, metabolic disorders, and exposure to toxic substances through inhalation, skin absorption, or ingestion. Nontraumatic brain injury may result in mild, moderate, or severe impairments in the following areas: cognition, language, memory, attention, reasoning, abstract thinking, judgment, problem-solving, sensory, perceptual, and motor abilities, psychosocial behavior, and speech. Traumatic brain injury does not include congenital (existing at birth) or degenerative (worsening over time) brain injury.

Case management services: a service delivery model that involves a structured, comprehensive assessment of the needs of an individual and his/her support system; development of supports and strategies to address identified needs; and coordination/monitoring of service delivery to ensure optimal opportunity for success. The case manager, the person receiving services, and the individual's support team develop a plan jointly to identify and address an individual's personal goals and objectives. Case management ensures that individuals move from one service to another as needed, avoiding undue gaps in service. An individual's need for this service varies from episodic to long-term. Case management matches an individual with system and services needed to support and maximize independence and quality of life, such as medical, psychological, vocational, recreational / social opportunities, and other services and goods.

Clubhouse: Clubhouse members work side-by-side with staff to carry out the daily operation of the clubhouse through a “work-ordered day” which leads to improved work skills and behaviors that support community and vocational reentry. The clubhouse model provides a peer-driven, supportive environment that aids individuals in their physical, cognitive, and emotional recovery and improves social and work-related skills. Membership in the clubhouse is voluntary and lifelong; members may attend as often as they wish (up to five days a week). See <http://www.iccd.org> for additional information on the clubhouse model.

Community-based: The term “community-based” describes services that are delivered in natural environments among family, friends, peers, coworkers, and the public. In contrast with center- or facility-based services, community-based services are provided regularly in areas and locations frequented by people with and without disabilities and in which people with disabilities have the opportunity to be equal participants.

Community-based rehabilitation programs/services: The term “community-based rehabilitation programs/services” describes rehabilitation programs whose services are provided in regular community settings and/or whose purpose is to assist individuals to return to regular community settings.

Community support services: Community Support Services – also known as “case service dollars” – purchased under this Request For Proposals (RFP) are considered to be “funds of last resort” (i.e., no other documented sources of funding are available for the service). Services should focus on meeting an individual’s personal goals and on increasing access to and independence in community activities, resources, and relationships. Funds can be used to purchase or provide needed support such as behavior and mental health services, employment services (vocational / avocational), leisure and recreational coaching services, life skills training, personal assistance, respite care, transportation, and other services as necessary and appropriate. Services may be provided in a variety of settings and activities, such as volunteer positions, educational classes, social or recreational events, and civic organizations. Assistance may also involve learning to use public transportation or implementing strategies to be more independent in a home environment. As a person gains expertise in these areas and activities of choice, supports are gradually reduced.

Day Program: In a day program, individuals with brain injury have the opportunity to participate up to five days a week in structured activities in a supportive environment. Activities may include vocational tasks, community outings, specialized training, and social/recreational activities. A day program is typically more staff-driven than a clubhouse program (see “clubhouse” above).

Information and referral (I&R): a service that provides information about resources in the community and which links people to appropriate services to meet their needs. The goal of I&R is to facilitate access to services and overcome barriers to needed resources. Information and referral is accomplished by providing verbal, written, and other forms of information in response to a request for assistance. Outreach to unserved and underserved individuals in the community is encouraged and may be considered a component of Information & Referral under this RFP.

Peer support: involves informal counseling, guidance, and information provided to a person with a disability by another person with a disability. Peer support, or peer counseling, may involve one-time or ongoing contact in which a person with a disability receives emotional support and strategies for successfully managing daily activities based on another person's experiences and knowledge. Peer support helps people find needed services/supports. Peer support is provided by Centers for Independent Living across the state or by individuals who serve as peer counselors within an informal support network.

Regional Resource Coordination: Regional Resource Coordination services are provided in unserved and underserved communities by a person with specialized knowledge and expertise in brain injury needs and rehabilitation. A Regional Resource Coordinator identifies resources and builds coalitions to address local needs; provides training, education, and public awareness activities; and establishes information and referral, outreach, and advocacy activities within a local community.

Support team: an individual's family, friends, neighbors, coworkers, or anyone who provides the person with emotional, financial, and social support.

Transition: the process of moving from a hospital or rehabilitation setting to a community-based setting such as home or a transitional living center. For school-age individuals, transition may refer to the process of returning to school following discharge from the hospital or the process of entering employment or higher education following graduation from high school.

ATTACHMENT D: Guidelines for Community-Based Programs Serving Individuals with Brain Injury

The following guidelines will be used by the Department for Aging and Rehabilitative Services (DARS) as one method of evaluating state-funded community-based programs serving persons with brain injury. Organizations that operate day programs should use these guidelines as a program assessment tool as they develop and operate their programs.

1. The program uses person-centered philosophy and practices in designing and maintaining program operations and activities. Participants have supports and services available that are based on their individual needs and preferences.
2. The program uses eligibility criteria which are flexible and which do not screen out applicants unless significant health or safety issues exist and are documented
3. The program solicits active consumer participation in all areas of the program, including:
 - hiring staff and conducting staff performance evaluations;
 - determining program format and hours of operation; and
 - program evaluation and quality improvement.
4. Each participant has a written service plan which outlines the individual's personal goals, strategies for reaching the goals, and a time frame for achieving the goals. The service plan is reviewed at least quarterly with the individual and other support persons chosen by the individual.
5. Participants may choose to be involved with the writing of all records and reports concerning their participation in the program.
6. The program seeks opportunities for inclusion in community activities as desired by participants. Linkages are made with natural supports that can facilitate community integration.
7. A brochure, prepared by program participants and staff, is distributed to all consumers. The brochure contains such information as:
 - program vision, mission, and description of services;
 - hours of operation and logistical information;
 - name of contact person(s) for program;
 - grievance and appeals process;
 - nondiscrimination statement;
 - rights and responsibilities of participants; and
 - program rules.
8. Participants are aware of and have access to appropriate methods for the resolution of conflicts.

9. Community activities are based on the concept of normalization and natural proportions (i.e., the percentage of people with disabilities that occurs naturally within the population). The characteristics of the community setting are used to determine the appropriate number of participants (e.g., the purpose and type of activity, behavioral expectations, physical and environmental factors, etc.).
10. Program offices are located in a community setting convenient to regular community opportunities such as public transportation, shopping, restaurants, recreational activities, etc.
11. Program offices are physically accessible to persons using wheelchairs and other assistive mobility devices. Communication technology is available to individuals with visual or hearing impairments.
12. The program has an active Advisory Board made up of members chosen by participants and staff which meets on a regular basis to provide support and community advocacy to the program.
13. The program has an outcome measurement system that evaluates program efficiency and effectiveness, as well as individual consumer satisfaction and consumer progress.

**ATTACHMENT E: International Brain Injury
Clubhouse Alliance (IBICA)
Clubhouse Standards**

*Approved by Consensus at the IBICA 6th Annual Meeting
September 17, 2009*

The International Standards for Clubhouse programs, consensually agreed upon by the worldwide Clubhouse community, define the Clubhouse Model of rehabilitation. The principles expressed in these Standards are at the heart of the acquired brain injury Clubhouse community's success in helping people with brain injury to achieve social, financial and vocational goals. The Standards also serve as a "bill of rights" for members and a code of ethics for staff, board and administrators. The Standards insist that a Clubhouse is a place that offers respect and opportunity to its members. The Standards provide the basis for assessing Clubhouse quality, through the International Brain Injury Clubhouse Alliance (IBICA). Every two years the worldwide Clubhouse community reviews these Standards, and amends them as deemed necessary.

Membership

1. Membership is voluntary and without time limits.
2. The Clubhouse has control over its acceptance of new members. Membership is open to anyone with a history of ABI, unless that person poses a significant and current threat to the general safety of the Clubhouse community.
3. Members choose the way they utilize the Clubhouse, and the staff with whom they work. There are no agreements, contracts, schedules, or rules intended to enforce participation of members.
4. All members have equal access to every Clubhouse opportunity with no differentiation based on diagnosis or level of functioning.
5. Members at their choice are involved in the writing of all records reflecting their participation in the Clubhouse. All such records are to be signed by both member and staff.
6. Members have a right to immediate re-entry into the Clubhouse community after any length of absence, unless their return poses a threat to the Clubhouse community.
7. The Clubhouse provides an effective reach out system to members who are not attending, becoming isolated in the community or hospitalized.

Relationships

8. All Clubhouse meetings are open to both members and staff. There are no formal member only meetings or formal staff only meetings where program decisions are made.

9. Clubhouse staff are sufficient to engage the membership, yet few enough to make carrying out their responsibilities impossible without member involvement.

10. Clubhouse staff have generalist roles. All staff share employment, housing, evening and weekend, holiday and unit responsibilities. Clubhouse staff does not divide their time between Clubhouse and other major work responsibilities.

11. Responsibility for the operation of the Clubhouse lies with the members and staff and ultimately with the Clubhouse director. Central to this responsibility is the engagement of members and staff in all aspects of Clubhouse operation.

Space

12. The Clubhouse has its own identity, including its own name, mailing address and telephone number.

13. The Clubhouse is located in its own physical space. It is separate from any other rehabilitation program, and is impermeable to other programs. The Clubhouse is designed to facilitate the work-ordered day and at the same time be attractive, adequate in size, and convey a sense of respect and dignity.

14. All Clubhouse space is member and staff accessible. There are no staff only or member only spaces.

Work-Ordered Day

15. The work-ordered day engages members and staff together, side-by-side, in the running of the Clubhouse. The Clubhouse focuses on strengths, talents and abilities; therefore, the work-ordered day must not include day treatment or therapy programs within the Clubhouse.

16. The work done in the Clubhouse is exclusively the work generated by the Clubhouse in the operation and enhancement of the Clubhouse community. No work for outside individuals or agencies, whether for pay or not, is acceptable work in the Clubhouse. Members are not paid for any Clubhouse work, nor are there any artificial reward systems.

17. The Clubhouse is open at least five days a week. The work-ordered day parallels typical working hours.

18. The Clubhouse is organized into one or more work units, each of which has sufficient staff, members and meaningful work to sustain a full and engaging work-ordered day. Unit meetings are held to foster relationships as well as to organize and plan the work of the day.

19. All work in the Clubhouse is designed to help members regain self-worth, purpose and confidence; it is not intended to be job specific training.

20. Members have the opportunity to participate in all the work of the Clubhouse, including administration, research, intake and orientation, reach out, hiring, training and evaluation of staff, public relation, advocacy and evaluation of Clubhouse effectiveness.

Employment

21. The Clubhouse enables its members to return to paid work through Transitional Employment, Supported Employment and Independent Employment. The Clubhouse assists and supports members to secure, sustain and subsequently, to better their employment. The Clubhouse also assists in supporting members to secure volunteer and other means of productive activities in their community.

22. Members who are working independently continue to have available Clubhouse supports and opportunities including advocacy for benefits, and assistance with housing, health and rehabilitative services, legal, financial and personal issues, as well as participation in evening and weekend programs.

Education

23. The Clubhouse assists members to further their vocational and educational goals by helping them take advantage of adult education opportunities in the community. When the Clubhouse provides in-house educational programs, it significantly utilizes the teaching and tutoring skills of members.

Functions of the House

24. The Clubhouse is located in an area where access to local transportation can be assured in terms of getting to and from the program. The Clubhouse either provides or arranges for effective alternatives whenever access to public transportation is limited.

25. Community support services are provided by members and staff of the Clubhouse. Community support activities are centered in the work unit structure of the Clubhouse. They include helping with benefits, personal support, transportation, housing and advocacy, promoting healthy lifestyles as well as assistance in finding needed community resources.

26. The Clubhouse conducts an objective evaluation of its effectiveness on a regular basis.

27. The Clubhouse has recreational and social programs during evenings and on weekends.

28. The Clubhouse is committed to ensuring safe, decent, and affordable housing for all members.

Funding, Governance, and Administration

29. The Clubhouse has an independent board of directors, or if it is affiliated with a sponsoring agency, has a separate advisory board comprised of individuals uniquely positioned to provide financial, legal, legislative, consumer and community support and advocacy for the Clubhouse.

30. The Clubhouse develops and maintains its own budget, approved by the board or advisory board prior to the beginning of the fiscal year and monitored routinely during the fiscal year.

31. Staff salaries are competitive with comparable positions in the social resources field.

32. The Clubhouse has the support of appropriate authorities and all necessary licenses and accreditations. The Clubhouse collaborates with people and organizations that can increase its effectiveness in the broader community.

33. The Clubhouse holds open forums and has procedures which enable members and staff to actively participate in decision making, generally by consensus, regarding governance, policy making, and the future direction and development of the Clubhouse.