

# REQUEST FOR PROPOSALS

Issue Date: **April 29, 2010**

RFP # **163-10-02**

Title: **Virginia Public Guardian & Conservator Program**

Issuing Agency: Commonwealth of Virginia  
Department for the Aging  
1610 Forest Avenue, Suite 100  
Richmond, Virginia 23229-5009

Period of Contract: **From July 1, 2010 through June 30, 2011.**

**Sealed proposals will be received until 2:00 p.m., EDT May 26, 2010 for furnishing the services described herein. Proposals received after the deadline will not be considered.**

**PROPOSALS SHOULD BE MAILED OR HAND DELIVERED. MAIL OR DELIVER DIRECTLY TO ISSUING AGENCY SHOWN ABOVE. FACSIMILE (FAX) TRANSMISSIONS WILL NOT BE ACCEPTED.**

All inquiries for information should be directed to: Ms. Faye D. Cates, MSSW, Guardianship Program Specialist, telephone: (804) 662-9310.

In compliance with this request for proposals and to all the conditions imposed herein, the undersigned offers and agrees to furnish the services in accordance with the attached signed proposal or as mutually agreed upon through subsequent negotiation.

Name and Address of Offeror:

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ By: \_\_\_\_\_  
(Authorized Official – Sign in blue ink)

\_\_\_\_\_ Name: \_\_\_\_\_  
(Please type or print)

\_\_\_\_\_ Zip code \_\_\_\_\_ Title: \_\_\_\_\_

FIN No.: \_\_\_\_\_ Phone: \_\_\_\_\_

E-mail: \_\_\_\_\_ Fax: \_\_\_\_\_

Note: This public body does not discriminate against faith-based organizations in accordance with the *Code of Virginia*, §2.2-4341.1 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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## VIRGINIA PUBLIC GUARDIAN & CONSERVATOR PROGRAM Request for Proposals

### 1.0 PURPOSE

This Request for Proposals (RFP) is being issued by the Virginia Department for the Aging (State Agency) to solicit proposals from agencies and organizations throughout Virginia to assume operations of an existing Regional Public Guardian & Conservator Program (Program) that has elected to non-renew a contract for client services. The State Agency anticipates making one (1) award. The amount to be awarded for a twelve (12) month period from July 1, 2010 through June 30, 2011 shall not exceed Sixty Two Thousand (\$62,000.00) Dollars. Existing Regional Public Guardian & Conservator Programs may also submit proposals. Funds awarded must be expended during the award time period. There is no opportunity to carry funds over from one time period to the next.

The State Agency has the option to renew the contract period in one (1) year increments if funds are available and performance is acceptable.

Eligible entities pursuant to §§2.2-712.B.2 of the *Code of Virginia* include local or regional public or private entities.

The VDA seeks to identify cost-effective methods to provide public guardian and conservator services in those situations where the individual is:

- eighteen (18) years of age or older;
- indigent;
- incapacitated;
- an existing public guardian and/or conservator client (ward) in the *Planning District 10 Public Guardian Program* service area; and
- there is no family or friend suitable to act as guardian.

Priority will be given to Offerors who demonstrate an ability and required skill level to provide immediate and effective public guardian and conservator services to an existing client caseload of approximately seventeen (17), in the Planning District 10 service area (Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and the City of Charlottesville).

### 2.0 BACKGROUND

In 1993, the Virginia Guardianship Association approached the General Assembly with specific concerns about the role of the sheriff as the guardian of last resort and the lack of available guardians to serve indigent incapacitated persons. As a result, in 1995 the General Assembly authorized start-up funding through the Virginia Department for the Aging to examine models of providing

guardianship services that could replace the sheriff as the guardian of last resort. Changes to Virginia's guardianship laws were also made.

In lieu of the sheriff as the guardian of last resort, the Commonwealth sought alternative programs for assuring that a qualified guardian or conservator would be available to all persons adjudicated to be incapacitated, indigent and had no other willing or suitable person to care for them.

Under the traditional system of guardianship, Circuit Courts appoint a specific individual to serve as the incapacitated person's guardian or conservator. However, in the public guardianship process operated by local or regional agencies, the program will be appointed guardian. Therefore, a program must have a collaborative relationship with local Circuit Courts, the County or City Attorneys and the Commissioners of Accounts so there is agreement and understanding that the local or regional program can be appointed as guardian under §§37.2-1000; 37.2-1010; or 37.2-1015 of the *Code of Virginia*.

- 2.1 Alternatives to Guardianship:** Guardianship is a last resort when there is no other alternative available. Alternatives to guardianship include family members or caregivers willing and able to assist the person, Power of Attorney, Advance Medical Directives, Representative Payee and/or Trust agreements.
- 2.2 Policy Statement:** The General Assembly declares that it is the policy of the Commonwealth to ensure that persons who cannot adequately care for themselves because of incapacity are able to meet essential requirements for physical and emotional health and management of financial resources with the assistance of a guardian or conservator, as appropriate. See *Code of Virginia* §2.2-711.
- 2.3 Guardianship Philosophy:** The Commonwealth seeks to provide the least restrictive mode of service for an incapacitated person to ensure that persons who cannot adequately care for themselves because of incapacity are able to meet essential requirements for physical and emotional health and management of financial resources with the assistance of a guardian or conservator, as appropriate, in circumstances where (i) the incapacitated person's financial resources are insufficient to fully compensate a private guardian or conservator and pay court costs and fees associated with the appointment proceeding and (ii) there is no other proper and suitable person willing and able to serve in such capacity.
- 2.4 Current Regional Public Guardian & Conservator Programs:** The General Assembly has established and funded a guardianship program to be administered by the State Agency. The State Agency currently contracts with sixteen (16) local or regional guardianship programs that

receive funds through the General Assembly. These programs, as well as new organizations and agencies, are encouraged to respond to this RFP. The Commonwealth is seeking to assure through local organizations and agencies that a qualified guardian or conservator is available to all persons through local and regional programs.

### 3.0 STATEMENT OF NEEDS

The State Agency anticipates making one (1) award. The amount to be awarded for a twelve (12) month period from July 1, 2010 through June 30, 2011 shall not exceed Sixty Two Thousand (\$62,000.00) Dollars. **Proposals must identify the number of clients the agency plans to provide guardian and conservator services for, including the need to demonstrate the ability and required skill level to provide immediate services to an existing caseload of approximately seventeen (17) clients in the Planning District 10 Service Area. Proposals can include the provision of guardian and conservator services to more or fewer clients with the condition the existing client caseload is maintained until the clients no longer need services.** Program attrition can occur for a variety of reasons including: client restoration, transfer of guardianship and conservator services to a willing relative or friend, or death of the client.

The Planning District 10 Service Area includes Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and the City of Charlottesville. Existing Regional or Local Public Guardian & Conservator Programs may also submit proposals. Funds awarded must be expended during the award time period. There is no opportunity to carry funds over from one time period to the next.

In addition, the funded proposal will need to demonstrate an understanding of guardianship and of the general philosophy described herein and will be required to meet certain specifications described in this and succeeding sections, including compliance with §2.2-713 of the *Code of Virginia* and §22VACS5-30 of the *Administrative Code of Virginia* governing legal duties and responsibilities for the Virginia Public Guardian and Conservator Program.

An adult guardianship is a relationship created by law where a Circuit Court appoints a guardian or conservator who has the legal authority and power to make personal and/or property decisions for another (the incapacitated person).

Guardianship is a serious step and should be used only where there are no available alternatives. Guardianship deprives the incapacitated person of fundamental rights. Therefore, all guardianships should be tailored to the needs of each incapacitated person as appropriate.

Adults in need of guardianship services are vulnerable persons who lack the capacity to make decisions and who are at risk of harm. Any program that

provides guardianship or conservatorship for these individuals must be concerned about the quality and integrity of the people it employs. The staff that acts in the role of guardian or conservator is in a unique position to have a significant amount of influence over the life of the incapacitated person. These staff persons must not only be scrupulously honest and have the knowledge, skills, and experience needed to work with incapacitated individuals, but they must also be committed to helping the incapacitated person make as many decisions as possible. Recruiting, training, and supervising staff are critical components of a program that provides guardianship and/or conservatorship services. The ongoing monitoring of the staff is another important component of such a program. Incapacitated persons may experience problems at any hour of the day and night, particularly on the weekends and on holidays. A program must have some procedure for making staff available to assist clients whenever a crisis occurs.

**3.1 PROGRAM DIRECTOR:** A program must have a Program Director who supervises and is responsible for providing guardianship services to any incapacitated persons assigned by the Circuit Court and provides overall administration for the public guardian program. The Program Director must be a full-time employee of the program and have experience as a service provider or administrator in one or more of the following areas: social work, case management, mental health, nursing or other human service program.

The Program Director must also demonstrate by objective criteria, knowledge and understanding of Virginia's guardianship laws, alternatives to guardianship, and surrogate decision-making activities.

The Program Director shall attend the annual conference sponsored by the Virginia Guardianship Association, all training and activities specified by the VDA and all other qualification and requirements contained in §22VACS5-30 of the *Administrative Code of Virginia* governing legal duties and responsibilities for the Virginia Public Guardian and Conservator Program.

**3.2 PERSONNEL STANDARDS:** Each paid staff person who is working in the public guardian program and has direct contact with clients or client estates will:

- 3.2.1** Complete an orientation program concerning guardian and conservator duties to include the subjects:
- Privacy and confidentiality requirements;
  - Recordkeeping;
  - Services provided, and standards for these services;
  - A historical and factual review about the needs of the older adults and people with disabilities; and

- Indications and actions to be taken where adult abuse, neglect, or exploitation is suspected;

**3.2.2** Have a satisfactory work record and be a person of good character; demonstrate a concern for the well-being of others to the extent that the individual is considered suitable to be entrusted with the care, guidance, and protection of an incapacitated person; and have not been convicted of any criminal offense involving any physical attack, neglect or abuse of a person, lying, cheating, or stealing, nor convicted of any felony. **A criminal record check will be conducted on each person hired for the public guardian program;**

**3.2.3** Be free of illegal drug use as confirmed by a drug screening test conducted *prior* to the assumption of any duties with an incapacitated person;

**3.2.4** Demonstrate by objective criteria, knowledge of Virginia's guardianship laws and alternatives to guardianship and other education and training requirements as specified in 22VAC5-30-40(A)(4) of the *Administrative Code of Virginia*; and

**3.2.5** Participate in mandatory training programs required by the VDA.

**3.3 VOLUNTEERS:** Volunteers may be recruited and used in a public guardian program to supplement the program staff.

Volunteers may be used to provide transportation, to accompany the incapacitated person to medical or other appointments, to assist with shopping, or to assist with personal care needs.

Volunteers may also be used to encourage and assist the incapacitated person to reach full potential and provide input into the needs assessment and care plan.

Volunteers may provide assistance with money management activities such as bill paying. Volunteers may *not* handle the incapacitated person's overall finances, nor have primary or overall responsibility for the guardian's decision making.

Public guardian programs using volunteers must develop appropriate application forms, forms to check references and other forms as may be needed to properly screen, supervise, and monitor the work of the volunteers.

- 3.4 MULTI-DISCIPLINARY PANEL:** In administering any resulting contract, the Contractor shall have in place a multi-disciplinary panel to:
- Screen cases for the purpose of ensuring that appointment of a guardian or conservator is appropriate under the circumstances and is the least restrictive alternative available to assist the incapacitated person. The screening must include a duty to recommend the most appropriate limitations on the power of the guardian or conservator, if any, to ensure that the powers and duties assigned are the least restrictive, and
  - Annually review cases being handled by the program to ensure that a guardian or conservator appointment remains appropriate.

Composition of a multi-disciplinary panel should include representatives from various human services agencies serving the Planning District 10 Service Area and other disciplines as stated in 22VAC5-30-30(C)(2) of the *Administrative Code of Virginia*.

- 3.5 CLIENT RATIO TO PAID STAFF:** Each public guardian program must maintain a direct service ratio of clients to paid staff that does not exceed VDA's established ideal ratio of Twenty (20) incapacitated persons to every one (1) paid full-time staff person (20:1).
- 3.6 CLIENT CONTACT:** Contractors are required to have monthly face-to-face contact with each client. If it is clearly impossible or infeasible to have a face-to-face contact during any month (e.g. client is located out of state, client is in a coma, client is easily agitated or aggressive, etc.), the client's file should be clearly documented as to why the visit did not occur.
- 3.7 FINANCIAL ACCOUNTABILITY, REPORTING AND RECORD KEEPING:** In addition to training and supervision, a program must have a mechanism in place to monitor the incapacitated person's financial status. Although most clients will have little personal wealth, some may have moderate assets or benefits which must be carefully invested, expended, or otherwise protected from abuse. A program must have a system of policies and procedures in place that maintain and safeguard individual client accounts. The system must include mechanisms for, if appropriate, the disbursement of monthly or weekly "allowances" to clients.

A program must also have the necessary staff and fiscal policies and mechanisms in place to draw down, disburse, and account for state grant funds in accordance with the requirements specified in the General and Special Terms & Conditions. A program is required to be bonded and insured (including both paid staff and volunteers) against losses related to managing the client's money and property.

A program must have a process for preparing and submitting all required reports, including annual reports to the Commissioner of Accounts, when required. Additionally, the program is required to report annually to the local Department of Social Services and provide details about the incapacitated person's financial/property situation and their quality of life. See *Code of Virginia* §37.2-1021.

- 3.7.1** Each program must maintain an accurate and complete client record for each incapacitated person. Records must be kept confidential. Access to client records must be limited to the client's legal representative; as directed by court order; as directed by duly authorized government authorities or as specifically authorized by the Code of Virginia or federal statutes, including by written consent of the client's legal representative.
- 3.7.2** Provision must be made for the safe storage of client records or accurate and legible reproductions for a minimum of five years following termination of the guardian or conservator court order.

The client's record shall contain:

A full Virginia Uniform Assessment Instrument (UAI) or a similar comprehensive instrument, a care plan, a values history, the annual report by guardians submitted to the Department of Social Services as required by §37.2-1021 of the *Code of Virginia*, the annual accounting to the Commissioner of Accounts as required by §26-17.4 of the *Code of Virginia*, and all applicable court orders and petitions. A client's record must be completed and on file within sixty (60) days of the program's appointment as guardian.

Other records as may be necessary or proper to perform guardianship services including, but not limited to, end of life decisional reports, accounting reports, advance directive, DNR orders, living will, will and any other relevant estate papers.

- 3.8 COMMUNITY COLLABORATION AND ONGOING VIABILITY:** Providing guardianship service is a complex endeavor that requires the cooperation and collaboration of a variety of community agencies and organizations. Rural communities, in particular, must pool their resources, and the collective resources of the area's public and private-sector agencies (including civic groups, churches, and fraternal organizations), if they are to successfully meet the needs of persons who require guardianship services but have no friends, family, or others to act as their guardians. A program must have well developed collaborative relationships and an integrated procedure for working with all community organizations. The program may also include a community education component that

provides information to citizens, attorneys, law enforcement officers, health care providers, and social workers about guardianship and conservatorship as well as other less restrictive alternatives to guardianship including protective payee services, durable powers of attorney, and advance medical directives.

**3.9 RELATIONSHIP WITH CIRCUIT COURT, CITY AND COUNTY ATTORNEYS AND THE COMMISSIONER OF ACCOUNTS:** Under the traditional system of guardianship, most courts appoint a specific individual to serve as the incapacitated person's guardian or conservator. If this individual becomes unable or unqualified to handle the guardian duties, then a new individual must be appointed as the guardian or conservator. In the guardianship process to be operated by the local agency, the program agency will be the appointed guardian. A program, therefore, must have a collaborative relationship with the local Circuit Courts and the Commissioner of Accounts so there is agreement and understanding that the local or regional program can be appointed as guardian under §§37.2-1000; 37.2-1010; or 37.2-1015 of the *Code of Virginia*.

**3.10 PUBLIC GUARDIAN AND CONSERVATOR PROGRAM REGULATIONS:** The program must be compliant with regulations for the Virginia Public Guardian and Conservator Program, 22VAC5-30, of the *Administrative Code of Virginia*.

## 4.0 PROPOSAL PREPARATION AND SUBMISSION REQUIREMENTS

### 4.1 GENERAL REQUIREMENTS

**4.1.1 RFP Response:** In order to be considered for selection, the Offeror must submit a complete response to the RFP. One (1) original and five (5) copies of each proposal must be submitted to the State Agency by the due date. The Offeror shall make no other distribution of the proposal.

**4.1.2 Proposal Preparation:** An authorized representative of the Offeror shall sign the proposal. All information requested must be submitted. Failure to submit all information requested may result in a lower evaluation of the proposal. Proposals that are substantially incomplete or lack key information may be rejected. Only one (1) proposal will be accepted from each Offeror. If an Offeror proposes more than one alternative within the proposal, the entire proposal will be rejected for lack of specificity.

Proposals should be typed/printed on 8 1/2" x 11" paper, with at least one-inch margins, using 12-point type. Proposals are limited to a maximum of 25 pages including all forms and attachments. All pages of the proposal should be numbered. Any pages over 25 may be discarded or result in substantially lower evaluation of the proposal.

Proposals should be organized in the order in which the requirements are presented in Section 4.2 below of this RFP. Each paragraph/section in the proposal should reference the paragraph number or the corresponding section of the RFP and repeat the title of the requirement as it appears in Section 4.2 below. The proposal should contain a table of contents that also corresponds to the RFP requirements. Information the Offeror desires to present that does not fall within any of the requirements of the RFP should be inserted at an appropriate place or be attached at the end of the proposal and designated as additional material. Proposals that are not organized in this manner risk elimination from consideration if the evaluators are unable to find where each of the RFP requirements is specifically addressed.

Each copy of the proposal must be contained in a single unbound volume where practical. All documentation submitted with the proposal must be contained in that single volume.

Modification of or additions to the General Terms and Conditions and the Special 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.

**4.1.3 Identification of Proposal Envelope:** The signed original proposal and five (5) copies must be delivered to the Virginia Department for the Aging in a sealed envelope or package. In addition to the mailing address of the Department, the envelope should include the following information:

Response to: Virginia Public Guardian & Conservator Program  
RFP # 163-10-02

From: \_\_\_\_\_  
Name of Offeror  
\_\_\_\_\_  
Street or Box Number  
\_\_\_\_\_  
City, State, Zip Code

The envelope must be addressed to the Virginia Department for the Aging as directed on the RFP Cover Sheet. Proposals may be mailed or hand delivered. No other correspondence or other proposals should be placed in the envelope. **Facsimile (FAX) transmissions will not be accepted.**

Sealed proposals will be received until: May 26, 2010, 2:00 PM, EDT.

- 4.1.4 Oral Presentation:** Offerors who submit a proposal in response to this RFP may be required to give an oral presentation of their proposal to the State Agency. This provides an opportunity for the Offeror to clarify or elaborate on the proposal. This is a fact finding and explanation session only and does not include negotiation.

## **4.2 SPECIFIC PROPOSAL REQUIREMENTS**

**This section is extremely important.** Proposals should be thorough and concise, but with sufficient detail to allow the State Agency to properly evaluate the Offeror's capabilities to provide the proposed services. All Offerors are required to submit the following items and information as part of a complete proposal.

- 4.2.1 Cover Sheet:** Return the RFP cover sheet, signed and completed as required. Failure to submit a proposal with the official cover sheet may be a cause for rejecting the proposal.
- 4.2.2 Nature of Project:** The Offeror must clearly and concisely describe the project. Do not exceed seventy-five (75) words.
- 4.2.3 Plan for Providing Program Services:** Provide a detailed description of how you will provide Program Services, including the bulleted items below:
- Statement of the mission, goals, and objectives.
  - A description of the legal status and management structure of the organization. Management structure will include identifying senior management, members of the board of directors or members of the organization's governing body and if applicable, the identity of anyone with a significant ownership interest in the organization.
  - A certification that the organization will not provide direct services to any incapacitated person who will be served in public guardianship that would be an organizational conflict of interest.

- Description of how guardianship services will be provided including (1) the coordination and planning with the current service provider to transition client cases and (2) coordination and planning with the facility where the incapacitated person is an inpatient, if applicable, to develop the discharge and care plan for the patient to be established with community based care and support or in the least restrictive appropriate placement.
- Description of collaborative relationships formed within the community.
  - Letter of Commitment from the Circuit Court(s) in the jurisdictions to be served to participate in the program.
- Probable effectiveness to provide guardian and conservator services to a person:
  - Who is a person, eighteen (18) years or older,
  - Who is indigent;
  - Who is incapacitated;
  - Who is an existing public guardian and/or conservator client (ward) in the *Planning District 10 Public Guardian Program* service area; and
  - For whom there is no suitable person available to act as guardian.

**4.2.3.1** The geographic areas that will be served include the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and the City of Charlottesville. **The objective is to provide uninterrupted service to current clients in the Planning District 10 Public Guardian Program.**

**4.2.3.2** Strength and quality of collaborative relationships formed in community.

**4.2.4 Plan for Staffing:**

- Proposed plan for staffing (numbers and type of staff) to meet program goals. The maximum staff to client ratio allowed is 1:20.
- Staff qualifications including knowledge, skills, and experience of key staff (resumes included as appropriate or proposed job description to be used for hiring purposes).
- Plans for recruiting, training, and supervising staff.
- Plans and process for ongoing monitoring of staff services and staff development and training.
- Plans and process for emergency services.

**4.2.5 Financial Accountability and Reporting:**

- Plans and process to manage incapacitated persons' funds including procedures and mechanisms for accountability.
- Plans and process to account for services by quantity, type, and cost that are provided to each client.
- Plans and process to collect fees.
- Plans and process to maintain an accurate and complete record for each incapacitated person or client, which will contain the information necessary to properly perform guardianship services and process to accumulate information to prepare and accurately report the information required to be included in the required monthly reports.

**4.2.6 Timeline:** The proposal must contain a Timeline for the implementation of the proposed program consistent with a July 1, 2010 effective date.

**4.2.7 Budget:** Provide a proposed Budget and Budget Narrative for the contract period. Offerors must follow the Budget Outline included in Section 8.0. Offerors must provide a concise Budget Narrative that describes and justifies, on a line item basis, how funds will be used.

**5.0 PROPOSAL EVALUATION CRITERIA AND AWARD OF CONTRACT**

Proposals will be evaluated by a committee selected by the VDA. The committee may include members of social service, community, academic or human service organizations. The Evaluation Committee will submit recommendations for funding to the VDA. The VDA reserves the right to award grant funds in such a manner as to assure the least disruption to existing clients served by the Planning District 10 Public Guardian Program. The VDA also reserves the right to reject any and all proposals. Except as provided in Section 5.2 below, this procurement shall be governed in all respects by the provisions of Chapter 43 of the *Code of Virginia* (The Virginia Public Procurement Act).

**5.1 EVALUATION CRITERIA:** Proposals shall be evaluated by the Evaluation Committee using the criteria listed below. Subheadings under each criterion indicate the type of factors to be considered, but are not necessarily exclusive. Evaluations will be made and points awarded based solely on the information contained in the proposal.

**Criteria**

**Points**

**1. Plan for Providing Program Services -**

**40 points**

A detailed description to provide Program Services. All of the bulleted items below must be answered:

Statement of the mission, goals, and objectives.

- A description of the legal status and management structure of the organization. Management structure will include identifying senior management, members of the board of directors or members of the organization's governing body and if applicable, the identity of anyone with a significant ownership interest in the organization.
- A description of how guardianship services will be provided including (1) the coordination and planning with the current service provider to transition client cases and (2) coordination and planning with the facility where the incapacitated person is an inpatient, if applicable, to develop the discharge and care plan for the patient to be established with community based care and support or in the least restrictive appropriate placement.
- Certification that the organization will not provide direct services to any incapacitated person who will be served in public guardianship that would be an organizational conflict of interest.
- Projected number of individuals to be served.
- Projected number of court appointed clients (wards); and
- Projected number of guardian client workups.
- Description of collaborative relationships formed within the community.
- Letter of Commitment from the Circuit Courts in the jurisdictions to be served to participate in the program.
- Probable effectiveness to provide guardian and conservator services to a person:
  - Who is eighteen (18) years or older;
  - Who is indigent;
  - Who is incapacitated;
  - Who is an existing public guardian and/or conservator client (ward) in the *Planning District 10 Public Guardian Program* service area; and
  - For whom there is no suitable person available to act as guardian.
- The geographic areas that will be served include the Counties of Albemarle, Fluvanna, Greene, Louisa and Nelson and the City of Charlottesville.
- Strength and quality of collaborative relationships formed in the community.
- The minimum and maximum number of incapacitated persons to be served.

**2. Staffing -**

**25 points**

Proposed plan for staffing (numbers and type of staff) to meet program goals. The maximum staff to client ratio allowed is 1:20.

- Staff qualifications including knowledge, skills, and experience of key staff (resumes included as appropriate or proposed job description to be used for hiring purposes).
- Plans for recruiting, training, and supervising staff.
- Plans and process for ongoing monitoring of staff services and staff development and training.
- Plans and process for emergency services.

**3. Financial Accountability, Reporting and Record Keeping- 10 points**

- Plans and process to manage incapacitated persons' funds including procedures and mechanisms for accountability.
- Plans and process to account for services by quantity, type and cost that are provided to each client.
- Plans and process to and collect fees.
- Plans and process to maintain an accurate and complete record for each incapacitated person or client which will contain the information necessary to properly perform guardianship services and process to accumulate information to prepare and accurately report the information required to be included in the required monthly reports.

**4. Timeline - 10 points**  
The proposal must contain a Timeline for the implementation of the proposed program consistent with a July 1, 2010 effective date.

**5. Budget 10 point**

- Provide a proposed Budget and Budget Narrative for the contract period.
- Offerors must follow the Budget Outline included in the RFP.
- Offerors must provide a concise Budget Narrative that describes and justifies, on a line item basis, how funds will be used.
- Overall reasonableness of the Budget and Budget Narrative.
- Effective use of funds.

**6. Existing Virginia Public Guardian & Conservator Program or Virginia Area Agency on Aging Program- 5 points**

**Total 100 points**

**5.2 AWARD OF CONTRACT:** Selection shall be made from two (2) or more Offerors deemed to be fully qualified and best suited among those submitting proposals on the basis of the evaluation factors included in the

Request for Proposals. Negotiations shall be conducted with the Offerors so selected. After negotiations have been conducted with each Offeror so selected, the State Agency shall select such Offeror who, in its opinion, has made the best proposal, and shall award contract to Offeror within the constraints of the budget. The Commonwealth may cancel this Request for Proposals or reject proposals at any time prior to an award and is not required to furnish a statement of the reasons why a particular proposal was not deemed to be the most advantageous (*Code of Virginia*, §2.2-4359D). Should the Commonwealth determine in writing and in its sole discretion that two (2) or fewer Offerors are fully qualified, or that one Offeror is clearly more highly qualified than the others under consideration, a contract may be negotiated and awarded to that Offeror. The award document will be a contract incorporating by reference all the requirements, terms and conditions of this solicitation and the Contractor's proposal as negotiated.

## 6.0 GENERAL TERMS AND CONDITIONS

- 6.1 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](http://www.eva.virginia.gov) under "Vendor" then "Vendors Manual."
- 6.2 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 State 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.
- 6.3 ANTI-DISCRIMINATION:** By submitting their proposal, Offerors certify to the Commonwealth that it 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 Ten Thousand (\$10,000.00) Dollars the provisions of 6.3.1 and 6.3.2 below apply:

**6.3.1** During the performance of this Contract, the Contractor agrees as follows:

**6.3.1.1** The Contractor will not discriminate against any employee or applicant for employment because of race, religion, color, sex, national origin, age, disability, or any other basis prohibited by state law relating to discrimination in employment, except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Contractor. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.

**6.3.1.2** The Contractor, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, will state that such Contractor is an equal opportunity employer.

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

**6.3.2** The Contractor will include the provisions of 6.3.1 above in every subcontract or purchase order over Ten Thousand (\$10,000.00) Dollars, and such provisions will be binding upon each subcontractor or vendor.

**6.4 ETHICS IN PUBLIC CONTRACTING:** By submitting their proposals, Offerors certify that their proposal is made without collusion or fraud and that it has not offered or received any kickbacks or inducements from any other Offeror, supplier, manufacturer, or subcontractor in connection with

their proposal, and that they have not conferred on any public employee having official responsibility for this procurement transaction any payment, loan, subscription, advance, deposit of money, services or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value was exchanged.

- 6.5 IMMIGRATION REFORM AND CONTROL ACT OF 1986:** By submitting their proposals to the Commonwealth of Virginia, Offerors certify that the Offeror does not and shall not during the performance of any resulting 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.
- 6.6 DEBARMENT STATUS:** By submitting their proposals, 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.
- 6.7 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.
- 6.8 MANDATORY USE OF STATE FORM AND TERMS AND CONDITIONS FOR RFPs:** Failure to submit a proposal on the official state form provided for this purpose may be a cause for rejection of the proposal. Modification of or additions to the General Terms and Conditions of the solicitation may be cause for rejection of the proposal; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion, whether to reject such a proposal.
- 6.9 CLARIFICATION OF TERMS:** If any prospective Offeror has questions about the specifications or other solicitation documents, the prospective Offeror should contact the buyer whose name appears on the face of the solicitation no later than five (5) working days before the due date. Any revision to the solicitation will be made only by addendum issued by the buyer.
- 6.10 PAYMENT TO SUBCONTRACTORS:** A Contractor awarded a Contract under this solicitation is hereby obligated:
- 6.10.1** 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 to notify the State Agency and the subcontractor(s), in writing, of the Contractor's intention to withhold payment and the reason.

**6.10.2** To pay the subcontractor(s) interest at the rate of one (1%) 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 6.10.1 above. The date of mailing of any payment by U.S. Mail postage paid 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.

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

**6.11 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.

**6.12 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 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 the 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 contemplated therein.

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

- 6.14 ASSIGNMENT OF CONTRACT:** A Contract shall not be assignable by the Contractor in whole or in part without the written consent of the Commonwealth.
- 6.15 ANNOUNCEMENT OF AWARD:** Upon the award or the announcement of the decision to award a contract over Fifty Thousand (\$50,000) Dollars, as a result of this solicitation, the purchasing agency will publicly post such notice on the DGS/DPS eVA website ([www.eva.virginia.gov](http://www.eva.virginia.gov)) for a minimum of ten (10) days.
- 6.16 DEFAULT:** In case of failure to deliver services in accordance with the Contract terms and conditions, the Commonwealth, after due verbal 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 that the Commonwealth may have.
- 6.17 DRUG-FREE WORKPLACE:** During the performance of any resulting Contract, the Contractor agrees to (i) provide a drug-free workplace for the Contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensing, 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 Ten Thousand (\$10,000.00) Dollars, and such 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, dispensing, possession or use of any controlled substance or marijuana during the performance of the Contract.

- 6.18 NONDISCRIMINATION OF CONTRACTORS:** An Offeror shall not be discriminated against in the solicitation or award of this Contract because of race, religion, color, sex, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment except where there is a bona fide occupational qualification reasonably necessary to the normal operation of the Offeror. 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.

**6.19 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.

**6.20 BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, offers shall state offer prices in US dollars.

## **7.0 SPECIAL TERMS AND CONDITIONS**

**7.1 AMENDMENT OF CONTRACT:** The Contractor shall submit to the State Agency for prior approval all requests for and reasonable documentation of necessary changes, additions or deletions in the Contract. The Contractor shall submit a written contract amendment request, subject to approval by the State Agency and signed by both parties, if it intends to change the scope of a service, change the arrangements by which a service is delivered, or make any other substantive change in service deliver or expenditure of funds awarded under this Contract.

The State Agency shall not accept any amendment request after May 31<sup>st</sup> of the program year.

The State Agency may, from time to time, require changes in the scope of work to be performed or the period of performance by the Contractor through this Contract. Such changes, including any increase or decrease in the amount of funds available for the Contractor, shall be incorporated in written amendments to this Contract according to the procedures established by the State Agency. The State Agency shall also make other required changes; therefore, the Contractor agrees that:

**7.1.1** Any alterations, additions or deletions of this Contract that are required by changes in federal or state statues, regulations executive orders and directives are automatically incorporated on the date designated by statue, regulation or directive;

**7.1.2** The State Agency shall have the right to make unilateral contract amendments to conform to federal or state statutes, regulations, directives, executive orders and availability of funds;

**7.1.3** The Contractor shall notify the State Agency within five (5) working days of inability to conform to a unilateral amendment.

**7.2** **AUDIT:** If the Contractor shall submit to the State Agency an audit or agency-wide financial review for each year covered by the funds awarded under this Contract. If the Contractor receives federal funds that meet or exceed the requirements of OMB Circular A-133, Audits for State, Local Governments and Non-Profit Organizations, the Contractor shall ensure that an agency-wide audit is conducted at the close of each fiscal year in accordance with OMB Circular A-133. If payment under this Contract exceeds Two Hundred Thousand (\$200,000.00) Dollars, but the Agency does not receive federal funds that meet or exceed the OMB Circular A-133 reporting requirements, the Contractor shall submit to the State Agency financial statements reviewed by an independent Certified Public Accountant.

The audit or agency-wide financial review shall comply with OMB Circular A-87, Cost Principles for State and Local Governments or OMB Circular A-122, Cost Principles for Nonprofit Organizations.

The audit or agency-wide financial review shall be submitted to the State Agency no later than December 15<sup>th</sup> of each year. If, for reasons within the control of the Contractor, this report cannot be submitted by this time, the Contractor shall make a written request for an extension of time for justifiable reasons to the State Agency before December 15. Such request shall be submitted with sufficient time for State Agency review and approval.

A justifiable extension for an audit or agency-wide financial review shall be granted for no more than thirty (30) days. Submission of an audit or review report beyond a granted thirty (30) day extension or an audit or review report that does not meet specific state and federal requirements may result in withholding of payments until the audit or independently reviewed financial statements is received and found to be consistent with all requirements.

**7.3** **BONDING AND INSURANCE:** In administering any resulting Contract, the Contractor shall observe its regular requirements and sound management practices with respect to bonding and insurance and, likewise, shall comply with related federal, state and local statutory and regulatory requirements and furnish proof of same to the State Agency when requested. In compliance with §2.2-713(i) of the *Code of Virginia*,

the Contractor will furnish bond with corporate surety to provide adequate financial protection to the maximum number of incapacitated persons served.

- 7.4 CANCELLATION OF CONTRACT:** The State Agency reserves the right to cancel and terminate any resulting Contract, in part or in whole, without penalty, upon thirty (30) days' written notice to the Contractor. Any contract cancellation notice shall not relieve the Contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.

In the event of cancellation and termination, the Contractor shall be entitled to compensation for any unreimbursed expenses reasonably and necessarily incurred in the satisfactory performance of this Contract as determined by the State Agency. The Contractor, however, shall return all unspent funds to the State Agency, as instructed by the State Agency.

- 7.5 CONFIDENTIALITY:** The Contractor shall ensure that no information about, or obtained from, an individual by an agency providing services to that individual under any resulting Contract shall be disclosed in a form that identifies the individual without the written consent of such individual or his/her guardian and incapacitated person's attorney, unless the disclosure is required by court order or by state or federal laws applicable to the services provided under this Contract.

- 7.6 CONFLICT OF INTEREST:** If the Contractor is a unit of a local governing body or a group of such bodies in a joint exercise of powers, the provisions of the State and Local Government Conflict of Interests Act, §§2.2-3100 through 2.2-3131 of the *Code of Virginia and the Virginia Freedom of Information Act*, §2.2-3700 et seq. of the *Code of Virginia*, shall apply.

If the Contractor is not a unit of a local governing body or a joint exercise of powers, no officer or member of the governing board or Board of Directors or employee of the Contractor shall:

Be a subcontractor, grantee, or subgrantee of the Contractor other than in his contract of employment, or be an employee, officer, or board member of a subcontractor, grantee, or subgrantee of the Contractor. The fact any such subcontract, grant, or subgrant is awarded after competitive bidding or by negotiation shall be irrelevant; or

Have a material financial interest in a subcontract, grant or subgrant of the Contractor, other than his contract of employment. "Material financial interest" shall include a personal and pecuniary

interest accruing to the officer or member of the Contractor's governing board or Board of Directors, or employee, to his spouse or to any other person who resides in the same household. For purposes of this Contract, the ownership of an interest of three (3%) percent or more in a firm, partnership or other business, or aggregate annual income, exclusive of dividend income and interest income, of Ten Thousand (\$10,000.00) Dollars or more, from a firm, partnership or other business shall be deemed to be a material financial interest in such firm, partnership or other business; or

Be a purchaser of any sale made by the Contractor; or

Solicit or accept money or any other thing of value, except compensation, expenses, or other remuneration paid directly to him or approved for him by the Contractor for services performed within the scope of his official duties.

The specified restrictions, however, shall not be interpreted to prohibit members of City Councils or County Boards of Supervisors from being selected officially to represent their governments as member of the governing board, or Board of Directors of the Contractor.

**7.7 COVENANT AGAINST CONTINGENT FEES:** The Contractor warrants that no person or selling agency or other organization has been employed to solicit or secure any resulting contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For breach or violation of this warrant, the State Agency shall have the right to terminate this Contract without liability or, in its discretion, to deduct from the Contract or otherwise recover the full amount of such commission, percentage, brokerage, or contingent fee, or seek other remedies as legally may be available.

**7.8 EXPENDITURE OF FUNDS:** The Contractor shall not cause actual or potential annual expenditures to a particular federal or state general fund source to exceed the amount obligated from that source or cause misallocation of expenditures among fund sources for Contract activities.

The Contractor shall assure that all costs supporting activities funded by the Contract shall be allowable, reasonable and necessary in accordance with OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments or OMB Circular A-122, Cost Principles for Non-Profit Organizations.

Upon the discovery of circumstances suggesting a reasonable possibility that a fraudulent transaction has occurred involving funds or property under any resulting contract, the Offeror shall promptly report such information of the State Agency.

Contract funds may be used to supplement, but not supplant, current local Contract program activities. The Contractor must maintain its current level of effort, if any, in local Contract program activities.

The State Agency shall monitor Contract expenditures at least quarterly. If the Contractor's expenditures fall more than ten (10%) percent below the proportionate year-to-date Contract amount, without reasonable cause, either for three (3) months or more or at any time after the sixth (6<sup>th</sup>) month of the program year, the State Agency may request that the Contractor deobligate unspent funds for redistribution by the State Agency. The State Agency, however, reserves the right to deobligate unilaterally all or part of such unspent funds, if necessary.

The Contractor shall return any unspent state monies to the State Agency, as instructed by the State Agency, whether as part of the deobligation process or at the end of the Contract period.

- 7.9 INDEMNIFICATION:** The Contractor agrees to indemnify, defend and hold harmless the Commonwealth of Virginia, its officers, agents, and employees from any claims, damages and actions of any kind or nature, whether at law or in equity, arising from work performed under any resulting Contract. No person performing work pursuant to any resulting contract shall be deemed an employee of the Commonwealth. Nothing contained herein shall be deemed an expressed or implied waiver of the sovereign immunity of the Commonwealth of Virginia.
- 7.10 INTERNET AND E-MAIL CAPABILITIES:** The Contractor shall maintain capabilities to send and receive information through electronic mail (e-mail) over the Internet and shall provide the State Agency with the address under any resulting Contract. The Contractor shall notify the State Agency of any changes within fourteen (14) days. The Contractor will notify the State Agency by submitting a new Contractor Information Form.
- The Contractor will use both virus and spyware detection software for all computers capable of interacting with the State Agency. Both virus and spyware applications must be periodically updated with new definitions, at least weekly.
- 7.11 LICENSURE/CERTIFICATION REQUIREMENTS:** The Contractor shall assure that where state or local public jurisdictions require licensure or

certification for the provision of services, agencies or individuals providing such services under any resulting Contract shall be licensed/certified in good standing.

**7.12 MANDATED REPORTERS:** Employees of the Contractor are mandated reporters under any resulting Contract to matters giving reason to suspect the abuse, neglect or exploitation of adults under the adult protective services, Section 63.2-1603 et seq. of the *Code of Virginia*. As an employer of mandated reporters, the Contractor shall not prohibit an employee from reporting directly to the local Department of Social Services or to the adult protective services hotline. The Contractor shall notify employees upon hiring of the requirement to report.

**7.13 OBLIGATION OF FUNDS:** For support of work described in any resulting Contract, subject to availability of funds, the State Agency obligates funds as specified in the Summary of Obligations, included herein as part of the Contract.

Transfers of ten (10%) percent or more into or from any category within the budget must be approved in advance by the State Agency. The Contractor shall submit requests for approval of such transfers in writing. Transfers of ten (10%) percent or more into or from any category within the budget are not allowed in the last thirty (30) days of the Contract period.

**7.14 OWNERSHIP OF INTELLECTUAL PROPERTY:** The Contractor is prohibited from copyrighting any documents, reports, forms, databases, programs, or other materials created in the course of performing any resulting Contract, and from obtaining any patent on these or any invention or other discovery resulting from its performance under the terms and conditions of the Contract.

The Commonwealth of Virginia shall retain all rights, title and interest in any and all intellectual property generated, created, or developed as a result of any resulting Contract.

On all publications and materials designed for public distribution, the Contractor shall include the express acknowledgement, "This publication has been created or produced by (Contractor Name) with financial assistance, in whole or in part, from the Virginia Department for the Aging."

**7.15 PERSONNEL CHANGES:** The Contractor shall notify the State Agency of changes in program name, key personnel, addresses, telephone numbers, e-mail addresses, web site URLs and other significant administrative changes within fourteen (14) days of the change. The

Contractor will notify the State Agency by submitting a new Contractor Information Form.

**7.16 PRIME CONTRACTOR RESPONSIBILITIES:** The Contractor shall be responsible for completely supervising and directing the work under any resulting Contract and all subcontractors that it may utilize, using its best skill and attention. Subcontractors who perform work under the Contract shall be responsible to the prime Contractor. The Contractor agrees that it is as fully responsible for the acts and omissions of its subcontractors and of persons employed by them as it is for the acts and omissions of its own employees.

**7.17 PROCUREMENT:** If not subject by statute to the *Virginia Public Procurement Act*, §§2.2-4300 through 2.2-4377 of the *Code of Virginia*, the Contractor shall have written policies and procedures that are consistent with, or exceed, the requirements of said Act for public bidding or offering. The Contractor shall purchase goods and services with funds awarded under this Contract according to the applicable requirements.

The Contractor shall incorporate into any subgrant, subcontract or purchase order over Fifty Thousand (\$50,000.00) Dollars the conditions specified in the Virginia Public Procurement Act §§2.2-4300 through 2.2-4377 of the *Code of Virginia*.

**7.18 PROGRAM AND FINANCIAL COMPLIANCE REVIEW AND PROGRAM EVALUATION:** The State Agency reserves the right to monitor all administrative, programmatic, and financial activities related to any resulting contract to ensure compliance with the terms of this Contract. Program and Financial Compliance Reviews (PFCRs) may be accomplished through ongoing review of data submitted to the State Agency by the Contractor and through periodic onsite review of the Contractor's records and interviews with administrative/financial/program staff and service recipients. Access to financial records shall include records or program income and cost allocation plans. Records and staff shall be available for monitoring during business hours to authorized representatives of the State Agency or the Commonwealth of Virginia.

The Contractor shall monitor, at least annually, any Program and State General Funds supported administrative, programmatic and financial activities under this Contract performed by its subcontractors. The Contractor shall ensure that all subcontracts and other purchase agreements provide for such monitoring, including access, by the Contractor, the State Agency, and any other state authorized agents, to all subcontractor books, documents, papers, records, including those in electronic format and e-mail, and staff directly pertinent to activities under any resulting contract.

The Contractor shall cooperate and assist in any State Agency efforts to evaluate the performance including the effectiveness and cost of activities under any resulting contract. The Contractor shall respond to the State Agency's request for additional information to evaluate performance or to address any PFCR findings. If requested, the Contractor will submit a PFCR Corrective Action Plan by the required due date.

- 7.19 PROGRAM CLOSEOUT:** The Contractor shall ensure that an orderly and prompt closeout of the Contract is completed not more than thirty (30) days after the end of the Contract period, in accordance with instructions issued by the State Agency.
- 7.20 PUBLIC INFORMATION:** The Contractor shall provide for a continuing program of public information specifically designed to assure that information about the programs and activities carried out under any resulting Contract are effectively and appropriately promulgated throughout the specified service area.

The Contractor shall make available, at reasonable times and places in the offices of the Contractor, the Contract, all periodic reports and all policies governing the administration of programs and activities performed for the Contract for review upon request by interested persons and representatives of the media.

- 7.21 PURCHASE OF EQUIPMENT:** The Contractor shall obtain written approval from the State Agency before purchases of equipment having an acquisition cost of Five Thousand (\$5,000.00) Dollars or more. "Equipment" means tangible, nonexpendable, personal property having a useful life of more than one (1) year. The following restrictions and requirements apply to all equipment purchases:

- 7.21.1** The Contractor shall submit requests for purchase approval to the State Agency as needed, but no later than sixty (60) days before the end of the program year.
- 7.21.2** The Contractor shall maintain an up-to-date inventory of all new equipment currently on hand from previous contracts with the State Agency and all new purchases under any resulting contract.
- 7.21.3** The Contractor shall maintain all equipment in good condition.
- 7.21.4** Equipment purchased with funds awarded under any resulting contract or previous contracts with the State Agency shall revert to the State Agency at the conclusion of the program.

**7.22 RECORDS AND REPORTS:** The Contractor shall keep records and make reports containing information in the form required by the State Agency. The Contractor shall maintain accounts and documents that shall permit prompt determination of the status of funds and the level of services provided under any resulting Contract, including the disposition of all monies received from the State Agency and the nature and amount of all charges claimed against such funds.

The Contractor shall maintain auditable records that clearly document the amount of staff time spent on the Contract activities and tasks.

All fiscal reports are to be prepared on a modified accrual basis. If the Contractor's accounting records are not kept on that basis, the Contractor shall develop the necessary accrual information through analysis of pertinent documentation on hand.

The Contractor shall retain all books, records and other documents relative to any resulting contract for five (5) years after the final report or until any questioned audit cost is cleared, whichever is later. The State 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.

The Contractor agrees to include in all subcontracts or other agreements for the purchase of goods and services a provision that the Contractor and its authorized agents shall have access to any books, documents, papers, and records of the subcontractor that are directly pertinent to that specific agreement.

The Contractor understands and agrees to submit all reports accurately and on time. The State Agency may withhold or delay payment if the Contractor is delinquent in submitting any required reports or data especially those listed below. Additionally, a delinquent Aging Monthly Report may not be processed for reimbursement until the following month.

The Contractor shall in a timely manner, as requested, provide all data and information required to complete any study of guardianship services conducted pursuant to Section 2.2-712 (B)(9) of the *Code of Virginia*.

**7.22.1 Aging Monthly Report for Other Contractors (AMR-OC):** By the twelfth (12<sup>th</sup>) day of the second (2<sup>nd</sup>) and each succeeding month of the Contract period, the Contractor shall submit a monthly financial and program report and cash request using the State Agency's Aging Monthly Report for Other Contractors (AMR-OC) along with other forms and reports established and required in accordance with instructions issued by the State Agency. If the twelfth (12<sup>th</sup>) is

not a state business day, reports will be accepted on the next workday.

The Contractor shall submit an AMR-OC even if no reimbursement is requested. The data elements listed should be reported on a monthly basis that will allow for annual, non-duplicated totals and percentages.

**7.22.2 Guardianship Quarterly Report:** The Contractor shall submit by the fifteenth (12<sup>th</sup>) of October, January, April and July the information requested on the Guardianship Quarterly Report.

**7.23 REIMBURSEMENT:** Subject to availability of funds, the State Agency agrees to reimburse the Contractor for expenditures up to and not exceeding the maximum amount provided under any resulting Contract, as set forth in the Summary of Obligations. The Contractor shall be advanced the lesser of one-twelfth (1/12<sup>th</sup>) of the Contract amount or the Contractor's projected needs for thirty (30) days in state general funds.

Requests for reimbursement will be determined by information provided on the AMR-OC as specified in 7.22 above or in accordance with instructions issued by the State Agency.

Payment will be bound by the approved budget, as presented, which shall be strictly construed.

The State Agency reserves the right to disallow costs and/or withhold payment if the Contractor fails to comply with statutes, regulations, policies, procedures, or other directives applicable to any resulting Contract.

The State Agency reserves the right to modify or add reimbursement policies, as appropriate, to assure compliance with statutes, regulations, policies, procedures, or other directives applicable to any resulting Contract.

The Contractor shall submit its final request for state general funds by June 12<sup>th</sup> and shall spend all such funds by June 30<sup>th</sup> of the reporting year or return unspent state general funds to the State Agency.

**7.24 RENEWAL:** Any resulting Contract may be renewed by the State Agency upon written agreement of both parties, under the terms of the current contract, and at a reasonable time (approximately ninety (90) days) prior to expiration.

The Contractor will submit a budget for successive years funding ninety (90) days prior to the end of Contract period. The State Agency will review the budget and if necessary negotiate the budget amount.

**7.25 SEVERABILITY:** Each paragraph and provision of this Contract is severable from the entire Contract; and if any provision is declared invalid, the remaining provisions shall nevertheless remain in effect.

**7.26 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 offers 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 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.

**7.27 SUBCONTRACTORS:** No portion of the work shall be subcontracted without prior written consent of the State Agency. In the event that the Contractor desires to subcontract some part of the work specified herein, the Contractor shall furnish the State Agency the names, qualifications and experience of their proposed subcontractors. The Contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the Contract.

## **8.0 ATTACHMENT - BUDGET OUTLINE**

### **Instructions:**

1. The budget should be for a twelve (12) month period from July 1, 2010 through June 30, 2011. The amount to be awarded is Sixty Two Thousand (\$62,000.00) Dollars. Funds awarded must be expended during the award

time period. There is no opportunity to carry funds over from one (1) time period to the next.

2. Use the following categories and add line items as necessary under each category to fully identify planned expenditures.
3. Items listed under each category are for guidance only and may be changed to meet your program needs. Each applicant is encouraged to include funds for appropriate staff to participate in training sessions that may be required by the State Agency (not to exceed two (2) per Contract year).
4. Under Personnel, indicate the percentage of each staff person's time that will be charged to the Contract.
5. Use two columns throughout: one for Contract funds and one for client fees you expect to generate.
6. Provide a budget narrative that explains and justifies each line item.
7. Budget revisions of ten (10%) percent or more in any category must be requested in writing.

## Virginia Public Guardian & Conservator Program

Agency: \_\_\_\_\_

BUDGET PERIOD	JULY 1, 2010 THRU JUNE 30, 2011	
Fund Type	Contract Funds	Client Fees
<b>I. PERSONNEL</b>		
Program Director		
Volunteer Coordinator		
Case Manager		
Other		
<b>II. TRAVEL</b>		
Mileage		
Overnight Food		
Overnight Lodging		
Other		
<b>III. TRAINING &amp; EDUCATION</b>		
Facility Rental		
Food/Refreshments		
Training		
Materials/Handouts		
Brochures, Guidebooks, Other Printed Material		
Advertising and Promotions		
Other		
<b>IV. SUPPLIES &amp; EQUIPMENT</b>		
Computer Hardware		
Computer Software		
Office Supplies		
Other		
<b>V. OTHER</b>		
Rent		
Phone		
Printing/Photocopying		
Other		
<b>TOTAL</b>		
Number of clients to be served		