

**SOUTHWESTERN VIRGINIA MENTAL HEALTH
(IFB)
SET-A-SIDE FOR SMALL BUSINESSES**

Issue Date: June 16th, 2026,

IFB# 705-2026-4

Title: Non-Emergency Ambulance Transportation

Commodity code: 94812

Issuing/Using Agency: Southwestern Virginia Mental Health Institute
Department of Behavioral Health and Development
340 Bagley Circle
Marion Virginia, 24354

Period of Contract: From 07/15/2026 Through 06/15/2027 (with option to renew for (4) one year renewal periods.)

Sealed Bids will only be received electronically in the eVA Procurement System by **July 13th, 2026, at 2:00 PM**. No Mail in bids or Hand Delivered Responses will be accepted. All attached forms **MUST** be completed and submitted as PDF files with in the eVA Procurement Electronic System.

For Furnishing the Services Described Herein and Then Opened in Public.

All interested parties may submit written comments or questions on any aspect of the IFB on or before 2:00 PM July 2nd, 2026. All inquiries for information should be directed to Allen Hubbard, Director of Materials Management, 276-706-3466 email: allen.hubbard@dbhds.virginia.gov

Site Inspection:

Anyone who wishes to visit the facility may contact the Procurement Director at 276-706-3466 to schedule an appointment. Site visits should be conducted before the close of the question period. All questions must be submitted in written form using Attachment C referenced above.

LICENSED #:	Date:	SPECIALTY:	
Name and Address of Firm:	Signature:		
	Printed Name:		
	Title:		
	Phone:		Fax:
FEI/FIN Number ¹ :	E-Mail:		
State Corporation Commission (SCC) Number²:			
Are You A Registered eVA Procurement Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No Date Completed:			
Are You A Certified Small, Woman, or Minority Vendor? <input type="checkbox"/> Yes <input type="checkbox"/> No Certification No.:			
Do you accept Credit Cards (i.e. VISA) as a form of payment? <input type="checkbox"/> Yes <input type="checkbox"/> No			

All required documents MUST be completed in full and included with the bid submission for this solicitation. Bids that do not contain all required documents may be deemed non-responsive.

A list of questions and answers will be posted as an addendum to the IFB as listed in the VBO on July 2nd, 2026 prior to 2:00 PM

Contractor is **REQUIRED** to provide a Federal Employer Identification Number, a Federal Identification Number or, in the absence of these numbers, his Social Security Number. This information is being collected for IRS reporting. ² Pursuant to *Code of Virginia*, §2.2-4311.2 subsection B, a bidder organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid the identification number issued to it by the State Corporation Commission (SCC).

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

Bidders must be registered in eVA to submit and upload an electronic bid within eVA. The following are instructions for submitting an electronic bid within eVA:

- 1. Go to eVA.virginia.gov:**
- 2. Click on I SELL TO VIRGINIA:**
- 3. Click on eVA Supplier Training, and**
- 4. Click on Viewing and Responding to Solicitations. If a Bidder needs assistance submitting an electronic response, the Bidder must contact eVA**

Customer Care at 866-289-7367 or email

eVACustomerCare@dgs.virginia.gov in ample time prior to the closing date and in time to ensure the bid is received by the required date and time.

TABLE OF CONTENTS

I.	PURPOSE
II.	BACKGROUND
III.	SCOPE OF SERVICES
IV.	METHOD OF PAYMENT
V.	COMPLIANCE WITH HIPAA
VI.	GENERAL TERMS AND CONDITIONS
VII.	SPECIAL TERMS AND CONDITIONS
VIII.	PRICING SCHEDULE

ATTACHMENTS

ATTACHMENT: A	VENDOR DATA SHEET
ATTACHMENT: B	BUSINESS ASSOCIATE CONTRACT
ATTACHMENT: C	E-MAIL BACK SOLICITATION QUESTIONS
ATTACHMENT: D	STATE CORPORATION COMMISSION FORM

Southwestern Virginia Mental Health Institute

I. PURPOSE

The purpose of this Invitation For Bids is to establish a fixed-price Contract with multiple qualified, experienced, Medicaid and Medicare approved firms/contractors that shall provide non-emergency ambulance transportation services twenty-four (24) hours per day, seven (7) days per week, on an "as required/as needed" basis for Southwestern Virginia Mental Health Institute, an agency of the Commonwealth of Virginia. The resulting Contract will not include the provision of emergency ambulance transportation service.

II. BACKGROUND

Southwestern Virginia Mental Health Institute is a Joint Commission accredited inpatient psychiatric facility with 175 beds that provides comprehensive mental health services. The Agency, located in Smyth County, serves adults, ages 18-64, and geriatric adults, age 64 and up. Southwestern Virginia Mental Health is not an Urgent Care facility, does not have urgent medical treatment capability for the diagnosis and treatment due to injury and/or illness and must have patients in need of such urgent medical care transported to an Emergency Room at a Critical Access Hospital (SCCH) approximately 2 miles distant.

III. SCOPE OF SERVICES

Contractor shall provide an ambulance equipped with medical instruments, supplies and certified personnel to provide Basic Life Support (BLS) and/or Advanced Life Support (ALS) transportation service as requested and in accordance with all current rules and regulations of the Virginia Department of Health, Office of Emergency Medical Services, on an "as required/as needed" basis for those patients entrusted to their care. For the purpose of this Agreement, the term "trip" shall be defined as the one-way transportation of one or more patients from one medical facility to another.

1. The Contractor shall provide BLS and/or ALS ambulance transportation service as required/as needed with continuous 24 hours per day/7 days per week availability.
2. The Contractor shall provide an appropriate EMS vehicle for BLS and/or ALS transportation, certified in accordance with the rules and regulations of the Virginia Department of Health, Office of Emergency Medical Services governing emergency medical service.
3. The Contractor shall provide ALS emergency services personnel that are certified in accordance with the rules and regulations of the Virginia Department of Health, Office

Southwestern Virginia Mental Health Institute

of Emergency Medical Services, Commonwealth of Virginia, governing emergency medical services.

4. TRANSPORT TIMES:

- 4.1 The Contractor or its designee shall provide transportation services within two (2) hours of requested service. Due to the nature of the patients within Southwestern Virginia Mental Health Institute, it is imperative that the Contractor understand when the Contractor is requested to **"pick up"** a patient of Southwestern Virginia mental Health Institute from any medical facility other than Southwestern Virginia mental Health Institute, the patient must be picked up within the two (2) hour window. This is due to the medical facility discharging the patient from their care, upon which, the patient is therefore left unmonitored. In this instance the Contractor shall have 95% compliance with regard to requested transport times.
 - 4.2 The Contractor or its designee shall provide transportation services from Southwestern Virginia mental Health Institute within two (2) hours of requested service or at the **mutually agreed upon time**. In this instance the Contractor shall have 95% compliance with regard to requested transport times.
 - 4.3 The Contractor, at its discretion, may make alternative arrangements with one of their subcontractors to provide requested services when necessary. The Contractor's alternative agency must comply with all rules and regulations of the Board of Health, Commonwealth of Virginia, governing emergency medical services and this Agreement.
 - 4.4 Required response time will be established at the time request for service is placed, depending on the urgency of the situation as reasonably determined by Southwestern Virginia mental Health Institute. This requirement shall not apply to Southwestern Virginia mental Health Institute patients picked up from a medical facility other than Southwestern Virginia mental Health Institute, in which case the patient must be picked up within two (2) hours of the requested service as stated in Section D.1. of this Agreement. Both parties shall note the response time that is agreed upon.
5. The Contractor shall provide for the pick-up and delivery of patients from points as required by the Agency's Nursing Supervisor. Agency will not be liable for payment of transportation services provided without Agency's approval. The Agency shall provide adequate space to pick up and deliver patients requiring pick-up and/or delivery from, or to, Southwestern Virginia Mental Health Institute.
 6. For informational purposes only, ambulance transportation service requirements will generally be within a 30-mile radius, but transportation outside of the stated radius shall be provided if requested by the Agency.

Southwestern Virginia Mental Health Institute

7. The Contractor shall make reasonable accommodations for Agency nursing staff to accompany the patients when necessary to provide information when the patient is non-communicative or patient is under 1:1 observation. The presence of the nursing staff shall not relieve the Contractor of performing in strict accordance with the rules and regulations of the Virginia Department of Health, Office of Emergency Medical Services, and Commonwealth of Virginia governing emergency medical services, in addition, Contractor shall not be liable for any actions taken by Agency nursing staff.
8. The Contractor shall document and maintain "trip" records of services provided. These records shall document the number of calls to which the Contractor responds. A monthly summary of billed charges shall be submitted to the Contract Administrator, as defined herein. These records shall include the information below:
 - 8.1 Date and time of service request.
 - 8.2 Name of patient and the nature of the injuries or condition.
 - 8.3 Location to which ambulance was dispatched and arrival time.
9. The Contractor shall maintain all certifications, training records, financial records and reports of surveys by the Department of Health, Commonwealth of Virginia, and any other regulatory agencies and shall make such documents available for review to any representative of the Department of Mental Health, Mental Retardation, and Substance Abuse Services upon request.
10. The Contractor agrees to abide by all applicable Joint Commission standards.
11. The Contractor agrees to participate in Performance Improvement (PI) activities and provide data as requested.
12. During the transport, the Contractor will be responsible for the Agency's patient by providing appropriate staff to assess the patient's condition/needs and continuum of quality care. Agency staff accompanying any transport will function in such a way as to not impede the functions of the Contractor's crew as they perform routine or emergency duties.
13. Compliance with Health Insurance Portability and Accountability Act of 1996 (HIPAA):

By signature on this Agreement and the Business Associate Agreement (Attachment A), the contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (HIPAA).
14. The Agency shall provide Contractor access to all medical records and such other information in the Agency's possession required by Contractor in the performance of its duties.

IV. METHOD OF COMPENSATION

1. Payment of Services Provided to Patients at Southwestern Virginia Mental Health Institute: When coverage exists for individual patients, Contractor agrees to bill third party resources prior to billing the Agency for services provided.
2. Contract Administrator: The Contractor shall designate a coordinator to act as contact person to the Agency to resolve problems if they arise and verify the accurateness and completeness of invoices before submission. The Agency will appoint a Contract Administrator for the Contractor's coordinator to **facilitate communications** between Agency and Contractor. Contract Administrator will be responsible for forwarding "ambulance" letters and patient information to Contractor for billing. The Agency Contract Administrator will be Dr. Cynthia McClaskey, Interim Chief Operations Officer; she can be reached at 276-706-3301. Agency agrees to promptly notify Contractor if the person acting as the Contract Administrator changes or if any of the Contract Administrator's contact information changes.
3. Limits on Payments and Liability: When Medicare, Medicaid, or CHAMPUS coverage exists, payment to the Contractor will be limited to the current rate as established between the Contractor and respective Medicare, Medicaid, or CHAMPUS fiscal intermediaries.
4. Patients without Healthcare Benefits or Insurance Coverage: Subject to limitations on payments set forth in this Agreement, the Agency accepts liability for payment of the Contractor's charges for services to the Agency patients whose medical care expenses are not covered by Medicare, Medicaid, private insurance, or other third party sources of payment, and who are referred to the Contractor by the Agency or by attending physicians of the Agency's patients hospitalized at other facilities.

The Contractor agrees that the Agency's liability for compensation will be limited to the Contractor's fee schedule as listed below:

BLS Load	\$
BLS Mileage Fee	\$
ALS Load	\$
ALS Mileage Fee	\$

The agreed upon rates of this Agreement are considered to be confidential between the Contractor and the Agency.

5. Insurance Information: To the extent that such information is available to the Agency, the Agency agrees to provide the Contractor information on insurance coverage of individual Southwestern Virginia Mental Health Institute patients.

V. COMPLIANCE WITH HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF 1996 (HIPAA)

In the course of carrying out contractual services, the Contractor and its employees will be in areas occupied by patients of Southwestern Virginia mental Health Institute where they could possibly be subject to patient-related information either directly or indirectly. Any information regarding any patient must be held in strict confidence. By signature on this Agreement and the Business Associate Agreement (Attachment D), the contractor agrees to comply with all applicable provisions of the Health Insurance Portability and Accountability Act of 1996 (**HIPAA**) and, in the performance of this contract (agreement) will:

- Not use or further disclose protected health information (**PHI**) other than as permitted or required by the terms of this contract or as required by law.
- Use appropriate safeguards to prevent use or disclosure of PHI other than as permitted by the contract.
- Report to the Southwestern Virginia mental Health Institute any use or disclosure of PHI not provided for by this Contract (Agreement).
- Mitigate, to the extent practicable, any harmful effect that is known to the contractor of a use or disclosure of PHI by the Contractor in violation of the requirements of this contract.
- Impose the same requirements and restrictions on its subcontractors and agents.
- Provide access, at the request of the Southwestern Virginia mental Health Institute, and in the time and manner designated by the Southwestern Virginia mental Health Institute, to PHI in a Designated Record Set, to the Southwestern Virginia mental Health Institute or, as directed by the Southwestern Virginia mental Health Institute to an individual in order to meet HIPAA requirements.
- Make available PHI for amendment and incorporate any amendments to PHI.
- Document and provide to Southwestern Virginia mental Health Institute information relating to disclosures of PHI as required for the Southwestern Virginia mental Health Institute to respond to a request by an individual for an accounting of disclosures of PHI in accordance with the HIPAA Privacy Rule.
- Make its internal practices, books, and records relating to use and disclosure of PHI available to the Secretary of the U.S. Department of Health and Human Services Secretary for the purposes of determining compliance with the HIPAA Privacy Rule.

At termination of the contract, if feasible, return or destroy all PHI received from, created

or received by the Contractor on behalf of the Contracting Agency (Southwestern Virginia mental Health Institute) that the business associate still maintains in any form and retain no copies of such information or, if such return or destruction is not feasible, extend the protections of the contract to the information and limit further uses and disclosures to those purposes that make the return or destruction of the information infeasible.

VI.

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 process for filing a complaint about this solicitation is in section 7.13 of the *Vendors Manual*. (Note section 7.13 does not apply to protests of awards or formal contractual claims.) 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 eva.virginia.gov under "I Sell To Virginia".
- 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, without regard to its choice of law provisions, and any litigation with respect thereto shall be brought in the circuit 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, bidders 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 sexual orientation, gender identity, 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, sexual orientation, gender identity, 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 the requirements of this section.

harassment training provided by the Department of Human Resource Management, and (ii) post the contractor's sexual harassment policy in (a) a conspicuous public place in each building located in the Commonwealth that the contractor owns or leases for business purposes and (b) the contractor's employee handbook.

- e. The requirements of these provisions 1. and 2. are a material part of the contract. If the Contractor violates one of these provisions, the Commonwealth may terminate the affected part of this contract for breach, or at its option, the whole contract. Violation of one of these provisions may also result in debarment from State contracting regardless of whether the specific contract is terminated.
- f. In accordance with Executive Order 61 (2017), a prohibition on discrimination by the contractor, in its employment practices, subcontracting practices, and delivery of goods or services, on the basis of race, sex, color, national origin, religion, sexual orientation, gender identity, age, political affiliation, disability, or veteran status, is hereby incorporated in this contract.

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 bids, bidders certify that their bids are made without collusion or fraud and that they have not offered or received any kickbacks or inducements from any other bidder, supplier, manufacturer or subcontractor in connection with their bid, 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:** Applicable for all contracts over \$10,000: 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 participating in this procurement, the vendor certifies that they are not currently debarred by the Commonwealth of Virginia from submitting a response for the type of goods and/or services covered by this solicitation. Vendor further certifies that they are not debarred from filling any order or accepting any resulting order, or that they are an agent of any person or entity that is currently debarred by the Commonwealth of Virginia.

If a vendor is created or used for the purpose of circumventing a debarment decision against another vendor, the non-debarred vendor will be debarred for the same time period as the debarred vendor.

- 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 IFBs** Failure to submit a bid on the official state form provided for that purpose shall be a cause for rejection of the bid. Modification of or additions to any portion of the Invitation for Bids may be cause for rejection of the bid; however, the Commonwealth reserves the right to decide, on a case by case basis, in its sole discretion,

whether to reject such a bid as nonresponsive. As a precondition to its acceptance, the Commonwealth may, in its sole discretion, request that the bidder withdraw or modify nonresponsive portions of a bid which do not affect quality, quantity, price, or delivery. No modification of or addition to the provisions of the contract shall be effective unless reduced to writing and signed by the parties.

I. **CLARIFICATION OF TERMS:** If any prospective bidder has questions about the specifications or other solicitation documents, the prospective bidder 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 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 resolved in accordance with *Code of Virginia*, § 2.2-4363 and -4364. Upon determining that invoiced charges are not reasonable, the Commonwealth shall notify the contractor of defects or improprieties in invoices within fifteen (15) days as required in *Code of Virginia*, § 2.2-4351. 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. Within seven (7) days of the contractor's receipt of payment from the Commonwealth, a contractor awarded a contract under this solicitation is hereby obligated:
 - (1) To pay the subcontractor(s) 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.
3. 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.
 4. 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 BIDDERS:** The Commonwealth may make such reasonable investigations as deemed proper and necessary to determine the ability of the bidder to perform the services/furnish the goods and the bidder shall furnish to the Commonwealth all such information and data for this purpose as may be requested. The Commonwealth reserves the right to inspect bidder's physical facilities prior to award to satisfy questions regarding the bidder's capabilities. The Commonwealth further reserves the right to reject any bid if the evidence submitted by, or investigations of, such bidder fails to satisfy the Commonwealth that such bidder 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 terms, conditions, or scope of the contract. Any additional goods or services to be provided shall be of a sort that is ancillary to the contract goods or services, or within the same broad product or service categories as were included in the contract award. Any increase

or decrease in the price of the contract resulting from such modification shall be agreed to by the parties as a part of their written agreement to modify the scope of the contract.

2. 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, unless the contractor intends to claim an adjustment to compensation, schedule, or other contractual impact that would be caused by complying with such notice, in which case the contractor shall, in writing, promptly notify the Purchasing Agency of the adjustment to be sought, and before proceeding to comply with the notice, shall await the Purchasing Agency's written decision affirming, modifying, or revoking the prior written notice. If the Purchasing Agency decides to issue a notice that requires an adjustment to compensation, the contractor shall be compensated for any additional costs incurred as the result of such order and shall give 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 may terminate this agreement after verbal or written notice without penalty. Upon termination the Commonwealth may procure the goods or services contracted for 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.
- T. **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

bidder or offeror further certifies that the contractor and any subcontractors will maintain these insurance coverages during the entire term of the contract and that all coverage will be provided by companies authorized to sell insurance in Virginia by the Virginia State Corporation Commission.

MINIMUM INSURANCE COVERAGES AND LIMITS:

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 and \$2,000,000 in the aggregate. Commercial General Liability is to include bodily injury and property damage, personal injury and advertising injury, products and completed operations coverage. The Commonwealth of Virginia shall be added as an additional insured to the policy by an endorsement.
4. Automobile Liability - \$1,000,000 combined single limit. (Required only if a motor vehicle not owned by the Commonwealth is to be used in the contract. Contractor must assure that the required coverage is maintained by the Contractor (or third party owner of such motor vehicle.)

<u>Profession/Service</u>	<u>Limits</u>
Accounting	\$1,000,000 per occurrence, \$3,000,000 aggregate
Architecture	\$2,000,000 per occurrence, \$6,000,000 aggregate
Asbestos Design, Inspection or Abatement Contractors	\$1,000,000 per occurrence, \$3,000,000 aggregate
Health Care Practitioner (to include Dentists, Licensed Dental Hygienists, Optometrists, Registered or Licensed Practical Nurses, Pharmacists, Physicians, Podiatrists, Chiropractors, Physical Therapists, Physical Therapist Assistants, Clinical Psychologists, Clinical Social Workers, Professional Counselors, Hospitals, or Health Maintenance Organizations.)	<i>Code of Virginia § 8.01-581.15</i> https://law.lis.virginia.gov/vacode/title8.01/chapter21.1/section8.01-581.15/
Insurance/Risk Management	\$1,000,000 per occurrence, \$3,000,000 aggregate
Landscape/Architecture	\$1,000,000 per occurrence, \$1,000,000 aggregate
Legal	\$1,000,000 per occurrence, \$5,000,000 aggregate
Professional Engineer	\$2,000,000 per occurrence, \$6,000,000 aggregate
Surveying	\$1,000,000 per occurrence, \$1,000,000 aggregate

- U. **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 in eVA (eva.virginia.gov) for a minimum of 10 days.
- V. **DRUG-FREE WORKPLACE:** Applicable for all contracts over \$10,000:

During the performance of this contract, the contractor agrees to (i) provide a drug-free workplace for the contractor's employees; (ii) post in conspicuous places, available to employees and applicants for employment, a statement notifying employees that the unlawful manufacture, sale, distribution, dispensation, possession, or use of a controlled substance or marijuana is prohibited in the contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition; (iii) state in all solicitations or advertisements for employees placed by or on behalf of the contractor that the contractor maintains a drug-free workplace; and (iv) include the provisions of the foregoing clauses in every subcontract or purchase order of over \$10,000, so that the provisions will be binding upon each subcontractor or vendor.

For the purposes of this section, "*drug-free workplace*" means a site for the performance of work done in connection with a specific contract awarded to a contractor, the employees of whom are prohibited from engaging in the unlawful manufacture, sale, distribution, dispensation, possession or use of any controlled substance or marijuana during the performance of the contract.

W. 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, sexual orientation, gender identity, national origin, age, disability, faith-based organizational status, any other basis prohibited by state law relating to discrimination in employment or because the bidder or offeror employs ex-offenders unless the state agency, department or institution has made a written determination that employing ex-offenders on the specific contract is not in its best interest. If the award of this contract is made to a faith-based organization and an individual, who applies for or receives goods, services, or disbursements provided pursuant to this contract objects to the religious character of the faith-based organization from which the individual receives or would receive the goods, services, or disbursements, the public body shall offer the individual, within a reasonable period of time after the date of his objection, access to equivalent goods, services, or disbursements from an alternative provider.

X. eVA BUSINESS-TO-GOVERNMENT VENDOR REGISTRATION, CONTRACTS, AND ORDERS:
The eVA Internet electronic procurement solution, web site portal 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 e-procurement solution by completing the free eVA Vendor Registration. All bidders or offerors must register in eVA and pay the Vendor Transaction Fees specified below; failure to register will result in the bid being rejected.

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

- a. For orders issued July 1, 2014, and after, the Vendor Transaction Fee is:
 - (i) DSBSD-certified Small Businesses: 1%, capped at \$500 per order.
 - (ii) Businesses that are not DSBSD-certified Small Businesses: 1%, capped at \$1,500 per order.
- b. Refer to Special Term and Condition "eVA Orders and Contracts" to identify the number of purchase orders that will be issued as a result of this solicitation/contract with the eVA transaction fee specified above assessed for each order.

For orders issued prior to July 1, 2014, the vendor transaction fees can be found at eva.virginia.gov.

The specified vendor transaction fee will be invoiced, by the Commonwealth of Virginia Department of General Services, typically within 60 days of the order issue date. Any adjustments (increases/decreases) will be handled through purchase order changes.

- Y. **AVAILABILITY OF FUNDS:** It is understood and agreed between the parties herein that the agency shall be bound hereunder only to the extent that the legislature has appropriated funds that are legally available or may hereafter become legally available for the purpose of this agreement.
- Z. **SET-ASIDES IN ACCORDANCE WITH THE SMALL BUSINESS ENHANCEMENT AWARD PRIORITY:** This solicitation is set-aside for award priority to DSBSD-certified micro businesses or small businesses when designated as “Micro Business Set-Aside Award Priority” or “Small Business Set-Aside Award Priority” accordingly in the solicitation. DSBSD-certified micro businesses or small businesses also includes DSBSD-certified women-owned and minority-owned businesses when they have received the DSBSD small business certification. For purposes of award, bidders shall be deemed micro businesses or small businesses if and only if they are certified as such by DSBSD on the due date for receipt of bids.
- AA. **BID PRICE CURRENCY:** Unless stated otherwise in the solicitation, bidders shall state bid prices in US dollars.
- BB. **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.
- CC. **CIVILITY IN STATE WORKPLACES:** The contractor shall take all reasonable steps to ensure that no individual, while performing work on behalf of the contractor or any subcontractor in connection with this agreement (each, a “Contract Worker”), shall engage in 1) harassment (including sexual harassment), bullying, cyber-bullying, or threatening or violent conduct, or 2) discriminatory behavior on the basis of race, sex, color, national origin, religious belief, sexual orientation, gender identity or expression, age, political affiliation, veteran status, or disability.

The contractor shall provide each Contract Worker with a copy of this Section and will require Contract Workers to participate in agency training on civility in the State workplace if contractor’s (and any subcontractor’s) regular mandatory training programs do not already encompass equivalent or greater expectations. Upon request, the contractor shall provide documentation that each Contract Worker has received such training.

For purposes of this Section, “State workplace” includes any location, permanent or temporary, where a Commonwealth employee performs any work-related duty or is representing his or her agency, as well as surrounding perimeters, parking lots, outside meeting locations, and means of travel to and from these locations. Communications are deemed to occur in a State workplace if the Contract Worker reasonably should know that the phone number, email, or other method of communication is associated with a State workplace or is associated with a person who is a State employee.

The Commonwealth of Virginia may require, at its sole discretion, the removal and replacement of any Contract Worker who the Commonwealth reasonably believes to have violated this Section.

This Section creates obligations solely on the part of the contractor. Employees or other third parties may benefit incidentally from this Section and from training materials or other communications distributed on this topic, but the Parties to this agreement intend this Section to be enforceable solely by the Commonwealth and not by employees or other third parties.

DD. **CONTRACT EXTENSIONS:** In the event that the original term and all renewals of this contract expire prior to the award for a new contract for similar goods and/or services, the Commonwealth of Virginia may, with written consent of the Contractor, extend this contract for such a period as may be necessary to afford the Commonwealth of Virginia a continuous supply of the identified goods and/or services.

VII.

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. **AWARD TO MULTIPLE BIDDERS**: The Commonwealth reserves the right to make multiple awards as a result of this solicitation. The award(s) will be made to the lowest responsive and responsible bidder(s) meeting the requirements of the solicitation. The Commonwealth reserves the right to conduct any tests it may deem advisable and to make all evaluations. The Commonwealth also reserves the right to reject any or all bids, in whole or in part, to waive informalities and to delete items prior to making the award, whenever it is deemed in the sole opinion of the procuring public body to be in its best interest.
- C. **CANCELLATION OF CONTRACT**: The purchasing agency reserves the right to cancel and terminate any resulting contract, in part or in whole, without penalty, upon 60 days written notice to the contractor. In the event the initial contract period is for more than 12 months, the resulting contract may also be terminated by the contractor, without penalty, after the initial 12 months of the contract period upon 60 days written notice to the other party. Any contract cancellation notice shall not relieve the contractor of the obligation to deliver and/or perform on all outstanding orders issued prior to the effective date of cancellation.
- D. **eVA ORDERS AND CONTRACTS**: The solicitation/contract will result in multiple purchase orders with the applicable eVA transaction fee assessed for each order.
- E. **RENEWAL OF CONTRACT**: This contract may be renewed by the Commonwealth upon written agreement of both parties for four successive one year periods, under the terms of the current contract, and at a reasonable time (approximately 90 days) prior to the expiration.
- If the Commonwealth elects to exercise the option to renew the contract for an additional one-year period, the contract price(s) for the additional one year shall not exceed the contract price(s) of the original contract increased/decreased by more than the percentage increase/decrease of the Private transportation category of the CPI-U section of the Consumer Price Index of the United States Bureau of Labor Statistics for the latest twelve months for which statistics are available.
- F. **BID ACCEPTANCE PERIOD**: Any bid in response to this solicitation shall be valid for 60 days. At the end of the days the bid may be withdrawn at the written request of the bidder. If the bid is not withdrawn at that time it remains in effect until an award is made or the solicitation is canceled.
- G. **SUBCONTRACTS**: No portion of the work shall be subcontracted without prior written consent of the purchasing agency. In the event that the contractor desires to subcontract some part of the work specified herein, the contractor shall furnish the purchasing agency the names, qualifications and experience of their proposed subcontractors. The contractor shall, however, remain fully liable and responsible for the work to be done by its subcontractor(s) and shall assure compliance with all requirements of the contract.

H. **CONFIDENTIALITY OF PERSONALLY IDENTIFIABLE INFORMATION:** The contractor assures that information and data obtained as to personal facts and circumstances related to patients or clients will be collected and held confidential, during and following the term of this agreement, and unless disclosure is required pursuant to court order, subpoena or other regulatory authority, will not be divulged without the individual's and the agency's written consent and only in accordance with federal law or the Code of Virginia. Contractors who utilize, access, or store personally identifiable information as part of the performance of a contract are required to safeguard this information and immediately notify the agency of any breach or suspected breach in the security of such information. Contractors shall allow the agency to both participate in the investigation of incidents and exercise control over decisions regarding external reporting. Contractors and their employees working on this project may be required to sign a confidentiality statement.

I. **CONTINUITY OF SERVICES:**

- a.) The Contractor recognizes that the services under this contract are vital to the Agency and must be continued without interruption and that, upon contract expiration, a successor, either the Agency or another contractor, may continue them. The Contractor agrees:
 - i. To exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor;
 - ii. To make all Agency owned facilities, equipment, and data available to any successor at an appropriate time prior to the expiration of the contract to facilitate transition to successor; and
 - iii. That the Agency Contracting Officer shall have final authority to resolve disputes related to the transition of the contract from the Contractor to its successor.
- b.) The Contractor shall, upon written notice from the Contract Officer, furnish phase-in/phase-out services for up to ninety (90) days after this contract expires and shall negotiate in good faith a plan with the successor to execute the phase-in/phase-out services. This plan shall be subject to the Contract Officer's approval.
- c.) The Contractor shall be reimbursed for all reasonable, pre-approved phase-in/phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract. All phase-in/phase-out work fees must be approved by the Contract Officer in writing prior to commencement of said work.

J. **STATE CORPORATION COMMISSION IDENTIFICATION NUMBER:** Pursuant to Code of Virginia, §2.2-4311.2 subsection B, a bidder or offeror organized or authorized to transact business in the Commonwealth pursuant to Title 13.1 or Title 50 is required to include in its bid or proposal the identification number issued to it by the State Corporation Commission (SCC). Any bidder or offeror that is not required to be authorized to transact business in the Commonwealth as a foreign business entity under Title 13.1 or Title 50 or as otherwise required by law is required to include in its bid or proposal a statement describing why the bidder or offeror is not required to be so authorized. Indicate the above information on the SCC Form provided. Contractor agrees that the process by which compliance with Titles 13.1 and 50 is checked during the solicitation stage (including without limitation the SCC Form provided) is streamlined and not definitive, and the Commonwealth's use and acceptance of such form, or its acceptance of Contractor's statement describing why the bidder or offeror was not legally required to be authorized to transact business in the Commonwealth, shall not be conclusive of the issue and shall not be relied upon by the Contractor as demonstrating compliance.

K. **E-VERIFY PROGRAM:** EFFECTIVE 12/1/13. Pursuant to *Code of Virginia*, §2.2-4308.2., any employer with more than an average of 50 employees for the previous 12 months entering into a contract in excess of

\$50,000 with any agency of the Commonwealth to perform work or provide services pursuant to such contract shall register and participate in the E-Verify program to verify information and work authorization of its newly hired employees performing work pursuant to such public contract. Any such employer who fails to comply with these provisions shall be debarred from contracting with any agency of the Commonwealth for a period up to one year. Such debarment shall cease upon the employer's registration and participation in the E-Verify program. If requested, the employer shall present a copy of their Maintain Company page from E-Verify to prove that they are enrolled in E-Verify.

- L. **CERTIFICATION OF INTERNAL CONTROLS:** The contractor shall have clearly delineated processes and procedures for the internal control of sensitive data and processes, which are any data and processes of which the compromising of confidentiality, integrity, and/or availability could have a material adverse effect on Commonwealth of Virginia interests, the conduct of agency programs, or to the privacy of which individuals are entitled, when such sensitive data or processes are related to the goods and/or services provided pursuant to this agreement.

The contractor shall provide evidence of compliant and ongoing internal control of sensitive data and processes through a standard methodology, such as but without limitation the American Institute of Certified Public Accountant (AICPA) Service Organization Control (SOC) Reports. The evidence of compliance shall be contained in a report describing the effectiveness of the contractor's internal controls. The most recent version of the report shall be provided to the purchasing office upon request. Trade secrets or proprietary information contained within the report shall not be subject to public disclosure under the Virginia Freedom of Information Act; however, the contractor must invoke the protection of Code of Virginia, § 2.2-4342F, in writing, prior to or upon submission of the report, and must identify the data or other materials to be protected and state the reasons why protection is necessary.

If deficiencies in the contractor's internal control processes and procedures are described in the most recent version of the report, the contractor shall automatically submit the report to the purchasing office within a timely manner and shall describe the corrective actions to be put into place by the contractor to remedy the deficiencies. Failure to report and/or repair deficiencies in a timely manner shall be cause for the Commonwealth to make a determination of breach of contract.

The contractor's obligations for certification of internal controls shall survive and continue after completion of this agreement unless the contractor certifies the destruction of the sensitive data at the end of the contract term.

- M. **FEDERALLY IMPOSED TARIFFS:** In the event that the President of the United States, the United States Congress, Customs and Border Protection, or any other federal entity authorized by law, imposes an import duty or tariff (a "tariff"), on an imported good that results in an increase in contractor's costs to a level that renders performance under the Agreement impracticable, the Commonwealth may agree to an increase to the purchase price for the affected good. No increase in purchase price may exceed 25% of the additional tariff imposed on the goods imported or purchased by the contractor that are provided to the Commonwealth under this Agreement.

Prior to the Commonwealth agreeing to a price increase pursuant to this Section, the contractor must provide to the Commonwealth, the following documentation, all of which must be satisfactory to the Commonwealth:

- evidence demonstrating: (i) the unit price paid by contractor as of the date of award for the good or raw material used to furnish the goods to the Commonwealth under this Agreement, (ii) the applicability of the tariff to the specific good or raw material, and (iii) contractor's payment of the

increased import duty or tariff (either directly or through an increase to the cost paid for the good or raw material). The evidence submitted shall be sufficient in detail and content to allow the Commonwealth to verify that the tariff is the cause of the price change.

- a certification signed by contractor that it has made all reasonable efforts to obtain the good or the raw materials comprising the good procured by the Commonwealth at a lower cost from a different source located outside of the country against which the tariff has been imposed.

- a certification signed by contractor that the documentation, statements, and any other evidence it submits in support of its request for a price increase under this Section are true and correct, and that the contractor would otherwise be unable to perform under this Agreement without such price increase.

- as requested by the Commonwealth, written instructions authorizing the Commonwealth to request additional documentation from individuals or entities that provide the good or the raw materials to verify the information submitted by contractor.

If the Commonwealth agrees to a price increase pursuant to this Section, the parties further agree to add the following terms to this Agreement:

- During the Term and for five (5) years after the termination of this Agreement, contractor shall retain, and the Commonwealth and its authorized representatives shall have the right to audit, examine, and make copies of, all of contractor's books, accounts, and other records related to this Agreement and contractor's costs for providing goods to the Commonwealth, including, but not limited to those kept by the contractor's agents, assigns, successors, and subcontractors.

- Notwithstanding anything to the contrary in this Agreement, the Commonwealth shall have the right to terminate this Agreement for the Commonwealth's convenience upon 15 days' written notice to contractor.

In the event the import duty or tariff is repealed or reduced prior to termination of this Agreement, the increase in the Commonwealth's contract price shall be reduced by the same amount and adjusted accordingly.

- Any material misrepresentation of fact by contractor relating in any way to the Commonwealth's payment of additional sums due to tariffs shall be fraud against the taxpayer's of the Commonwealth and subject contractor to treble damages pursuant to the Virginia Fraud Against Taxpayers Act.

VIII

PRICING SCHEDULE

A. Basic Life Support (BLS)

1. Transports each way to Smyth County Community Hospital (SCCH) - \$ _____
2. Transports each way to out of town destination - \$ _____ plus \$ _____ per mile after the first two (2) miles.

B. Advanced (Cardiac) Life Support (ALS/ACLS)

1. Transport to Smyth County Community Hospital (SCCH) - \$ _____; if there is a return trip it should fall under the BLS one-way rate if the patient is transported back to the facility.
2. Transport to out-of-town destinations \$ _____ plus \$ _____ per mile after the first two (2) miles. If there is a return trip, it should fall under the BLS one-way rate if the patient is transported back to the facility.

C. Wards A, B, C, D (Admissions Units) and F (Geriatrics) are Medicare (Intensive Psychiatric Treatment (IPT) only. Independent Contractor must bill Facility the contracted rate for services provided under this agreement.

D. Ward E (Geriatrics) is a Medicaid Intermediate Care Facility (ICF) certified only. Independent Contractor should bill the patient's carrier if the patient is sixty-five (65) or older and has documentation to verify the trip is medically necessary. If those criteria are not met, Independent Contractor shall bill the Facility.

E. On Wards H, I and J (Extended Rehabilitation Services - ERS Units), the Independent Contractor shall bill Medicare directly for services provided. Payment denial by the carrier should be sent to the Facility for payment under this contract.

F. Facility will provide information on insurance coverage of individual Facility patients as needed.

G. When coverage exists on a Facility patient, Independent Contractor shall bill third-party insurance.

Southwestern Virginia Mental Health Institute

ATTACHEMENT A
VENDOR DATA SHEET

Note: The following information is required as part of your response to this solicitation. Failure to complete and provide this sheet may result in finding your bid nonresponsive. (In the case of a two-step IFB, it may cause the proposal portion to be determined to be not acceptable.)

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: _____ Phone: _____

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:

eVA Vendor ID or DUNS Number: _____

5. Indicate below a listing of at least four (4) current or recent accounts, either commercial or governmental, that your company is servicing, has serviced, or has provided similar goods. Include the length of service and the name, address, and telephone number of the point of contact.

A. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

B. Company _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

C. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

D. Company: _____ Contact: _____

Phone: (____) _____ Fax: (____) _____

Project: _____

Dates of Service: _____ \$ Value: _____

I certify the accuracy of this information.

Signed: _____ Title: _____ Date: _____

Southwestern Virginia Mental Health Institute

ATTACHMENT B

**SOUTHWESTERN VIRGINIA MENTAL HEALTH INSTITUTE
BUSINESS ASSOCIATE AGREEMENT
QUALIFIED SERVICE ORGANIZATION AGREEMENT**

PREAMBLE

WHEREAS, pursuant to the Health Insurance Portability and Accountability Act ("HIPAA") of 1996, and its implementing regulations, the Standards for Privacy of Individually Identifiable Health Information, and the 2013 HIPAA Omnibus Rule, 45 CFR part 160 and part 164 subparts A and E ("Privacy Rule"), and the Health Insurance Reform: Security Standards, Final Rule, 45 CFR part 164 subpart C ("Security Rule"), the Health Information Technology for Economic and Clinical Health Act ("HITECH Act") and pursuant to the Federal Confidentiality of Alcohol and Drug Abuse Patient Records Regulation, 42 CFR Part 2 (collectively the "HIPAA Privacy and Security Rules"), Southwestern Virginia Mental Health Institute, and the Business Associate/Qualified Service Organization (collectively, the "Parties") wish to enter into an Agreement that addresses the requirements of the HIPAA Privacy and Security Rules.

NOW, THEREFORE, the Parties to this Agreement, in consideration of the mutual covenants, promises, and stipulations set forth below, agree as follows:

1. DEFINITIONS:

- 1.1 "**Department**" means Southwestern Virginia Mental Health Institute, "covered entity" as defined by 45 CFR § 160.103. The Department is a hybrid entity, as defined by 45 CFR § 160.504.
- 1.2 "**Business Associate**" means a () corporation with its principal place of business at (), a "business entity" as defined by 45 CFR § 160.103. A business associate is one that creates, receives, maintains, or transmits PHI on behalf of a covered entity, as well as other specific types of organizations. Business associate contracts must specify requirements for breach notification, electronic access to PHI, etc. Subcontractors are now considered business associates and are bound by the same HIPAA privacy and security requirements.
- 1.3 "**Protected Health Information**" or "**PHI**" means individually identifiable health information maintained or transmitted in any form or medium, including, without limitation, all information (including demographic, medical, and financial information), data, documentation, and materials that relate to: (i) the past, present, or future physical or mental health or condition of an individual; (ii) the provision of health care to an individual; or (iii) the past, present, or future payment for the provision of health care to an individual.
- 1.4 "**Qualified Service Organization**" means a Virginia corporation with its principal place of business at (business address), a "qualified service organization" as defined by 42 CFR §2.11.
- 1.5 "**Security Incident**" means the attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- 1.6 "**Underlying Service Agreement**" means the contract, agreement, or arrangement (written or unwritten) in effect that governs interactions between the Southwestern Virginia Mental Health Institute and the Business Associate/Qualified Service Organization.
- 1.7 "**Unsecured Protected Health Information**" means PHI that is not secured through the use of technology or methodology specified by the Secretary of Health and Human Services (HHS).
- 1.8 Terms used in the Agreement, including defined terms, shall have the same meaning as contained in 45 CFR §§ 160.103, 164.501, and 164.304 *et seq.*, including any future amendments.

Southwestern Virginia Mental Health Institute

2. PERMISSIVE USES OF PHI BY BUSINESS ASSOCIATE

- 2.1. **Services.** Except as otherwise specified herein, the Business Associate/Qualified Service Organization may make only those uses of PHI necessary to perform its obligations under the Underlying Service Agreement. All other uses not authorized by this Agreement are prohibited, unless required by law or agreed to in writing by Southwestern Virginia Mental Health Institute.
- 2.2. **Activities.** Unless otherwise limited herein, the Business Associate/Qualified Service Organization may:
- use the PHI in its possession for its proper management and administration and to fulfill any present or future legal responsibilities of the Business Associate/Qualified Service Organization, provided that such uses are permitted under federal and state confidentiality laws.
 - disclose the PHI in its possession to third parties for the purpose of its proper management and administration related to the Underlying Services Agreement or to fulfill any present or future legal responsibilities of the Business Associate/Qualified Service Organization, provided that the Business Associate/Qualified Service Organization represents to Southwestern Virginia Mental Health Institute, in writing, (i) that the disclosures are required by law, or (ii) the Business Associate/Qualified Service Organization has received from the third party written assurances that its confidential handling of such PHI will be consistent with the requirements of the Privacy and Security Rules and HITECH Act.
 - aggregate the PHI in its possession with the PHI of other entities that the Business Associate/Qualified Service Organization has in its possession through its capacity as a Business Associate/Qualified Service Organization to said other entities provided that the purpose of such aggregation is to provide Southwestern Virginia Mental Health Institute with data analysis related to the Health Care Operations of Southwestern Virginia Mental Health Institute.
 - de-identify any and all PHI, provided that the de-identification conforms to the requirements of 45 CFR § 164.514(b).
- 2.3 Business Associate acknowledges that as it is also a Qualified Service Organization pursuant to 42 CFR Part 2 to the extent it may provide services to clients of a substance abuse program as defined by 42 CFR 2.11 and accordingly in receiving, storing, processing, or otherwise dealing with any patient substance abuse application, enrollment and treatment records from the City's Department of Human Services Substance Abuse Division, it is fully bound by 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to substance abuse patient records except as permitted by 42 CFR Part 2.

3. RESPONSIBILITIES OF THE BUSINESS ASSOCIATE WITH RESPECT TO PHI

With regard to its use and/or disclosure of PHI, the Business Associate/Qualified Service Organization hereby agrees to:

- 3.1. Report to the Southwestern Virginia Mental Health Institute Privacy Officer, in writing, any use and/or disclosure of the PHI that is not permitted or required by the Underlying Services Agreement of which it becomes aware at the earliest opportunity (but in no event later than fifteen (15) days of the Business Associate/Qualified Service Organization's discovery of such unauthorized use and/or disclosure). Report each individual whose PHI was, or is reasonably believed to have been, accessed, acquired or disclosed.
- 3.2. Report to the Southwestern Virginia Mental Health Institute Security Officer, in writing, any security incident disclosing PHI of which it becomes aware at the earliest opportunity (but in no event later than fifteen (15) days of the Business Associate/Qualified Service Organization's discovery of such unauthorized use and/or disclosure). In addition, the Business Associate/Qualified Service Organization shall determine whether an event described in this paragraph is a breach of unsecured Protected Health Information that presents a significant risk of financial, reputational or other harm to affected individuals, all within the meaning of the breach notification requirements of the HITECH Act (a "Breach"). If the Business Associate/Qualified Service Organization determines that a Breach has occurred, it shall notify the Plan without unreasonable delay and in no case later than five (5) days following discovery of the Breach. At the election of SOUTHWESTERN VIRGINIA MENTAL HEALTH INSTITUTE, the Business Administrator shall:
- Include in its notice to the Southwestern Virginia Mental Health Institute, to the extent possible, the identification of each individual who's PHI has been, or is reasonably believed by the Business Associate/Qualified Service Organization to have been, accessed, acquired, used or disclosed during the Breach. At the time of such notification or as promptly thereafter as the information becomes available, the Business Associate/Qualified Service Organization shall also provide to the Plan any other available information that the Southwestern Virginia Mental Health Institute is required to include in notification to the individual under the HITECH Act; or

Southwestern Virginia Mental Health Institute

- (2) Provide notice directly to all affected individuals, which shall include, to the extent possible, the following information:
 - A. A brief description of what happened, including the date of the Breach and the date of discovery, if known.
 - B. A description of the types of unsecured PHI involved (such as full name, Social Security number, date of birth, home address, account numbers, etc.)
 - C. The steps individuals should take to protect themselves from potential harm resulting from the Breach.
 - D. A brief description of what Business Associate/Qualified Service Organization is doing to investigate the Breach, to mitigate losses, and to protect against any further breaches.
 - E. Contact procedures for individuals to ask questions or learn additional information, which shall include a toll-free telephone number, an email address, web site or postal address.

Such notification shall be made without unreasonable delay and in no case later than 60 days following discovery of the Breach. However, notification will be delayed if a law enforcement official determines that it would impede a criminal investigation or cause damage to national security. Notice will be provided by first class mail or by email if the individual has indicated that he prefers that form of delivery. Where Business Associate/Qualified Service Organization and Southwestern Virginia Mental Health Institute do not have sufficient contact information to permit direct written contact, Business Associate/Qualified Service Organization shall provide alternative notice which may include posting on its web site or other media. Such posting will include a toll-free phone number where individuals can determine whether their individual PHI was affected by the Breach. If Business Associate/Qualified Service Organization determines that circumstances warrant due to the potential possible imminent misuse of unsecured PHI, it may provide information to affected individuals by telephone.

If the Breach is reasonably believed to affect the PHI of more than 500 residents of a single State or jurisdiction, notice will be provided to one or more prominent media outlets that serve that State or jurisdiction.

Notice will also be given to the Secretary of HHS in accordance with regulations. This notice will be provided on at least an annual basis. If a Breach affects 500 or more individuals, then notice will be provided to the Secretary of HHS at the time notice is provided to affected individuals.

- 3.3. Establish procedures for mitigating, to the greatest extent possible, any deleterious effects from any improper use and/or disclosure of PHI that the Business Associate/Qualified Service Organization reports to Southwestern Virginia Mental Health Institute, including but not limited to paying for credit reporting for six months.
- 3.4. Use commercially reasonable efforts to maintain the security of the PHI and to prevent its unauthorized use and/or disclosure.
- 3.5. Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic PHI that it creates, receives, maintains, or transmits on behalf of Southwestern Virginia Mental Health Institute as required by 45 CFR § 164.314.
- 3.6. **Require all of its subcontractors and agents that receive, use, or have access to PHI under the Underlying Services Agreement to agree, in writing, to adhere to the same restrictions and conditions on the use and/or disclosure of PHI that apply to the Business Associate/Qualified Service Organization, including administrative, physical and technical safeguards that reasonably and appropriately protect the information.**
- 3.7. Make available all records, books, agreements, policies, and procedures relating to the use and/or disclosure of PHI, or the security thereof, to the Secretary of Health and Human Services ("HHS"), or designee, for purposes of determining Southwestern Virginia Mental Health Institute's compliance with the Privacy and Security Rules, subject to applicable legal privileges.
- 3.8. Upon prior written request, make available to Southwestern Virginia Mental Health Institute during normal business hours at the Business Associate/Qualified Service Organization's offices all records, books, agreements, policies, and procedures relating to the Business Associate/Qualified Service Organization's use, disclosure, and/or security of PHI within seven (7) days for purposes of enabling Southwestern Virginia Mental Health Institute to determine the Business Associate/Qualified Service Organization's compliance with the terms of this Agreement.
- 3.9. Within thirty (30) days of receiving a written request from Southwestern Virginia Mental Health Institute, provide to Southwestern Virginia Mental Health Institute such information as is requested by Southwestern Virginia Mental Health Institute to permit Southwestern Virginia Mental Health Institute to respond to a request by an individual for an accounting of the disclosures of the individual's PHI and as otherwise required by 45 CFR § 164.528.
- 3.10. Disclose to its subcontractors, agents, or other third parties, and request from Southwestern Virginia Mental Health Institute only the minimum PHI necessary to perform or fulfill a specific function required or permitted under the

Southwestern Virginia Mental Health Institute

Underlying Services Agreement.

- 3.11. At the request of, and in the time and manner chosen by Southwestern Virginia Mental Health Institute, provide access to the PHI to Southwestern Virginia Mental Health Institute or the individual to whom such PHI relates, or his or her authorized representative, in order to meet a request by such individual.
- 3.12. Make any amendment(s) to the PHI that Southwestern Virginia Mental Health Institute directs or that is required pursuant to 45 CFR § 164.526.
- 3.13. Business Associate acknowledges that as it is also a Qualified Service Organization pursuant to 42 CFR Part 2 to the extent it, as defined by 42 CFR 2.11 and accordingly may be receiving, storing, processing, or otherwise dealing with any patient substance abuse application, enrollment and treatment records from Southwestern Virginia Mental Health Institute covered services, it is fully bound by 42 CFR Part 2; and if necessary, will resist in judicial proceedings any efforts to obtain access to substance abuse patient records except as permitted by 42 CFR Part 2

4. OBLIGATIONS OF SOUTHWESTERN VIRGINIA MENTAL HEALTH INSTITUTE

- 4.1. Southwestern Virginia Mental Health Institute shall provide the Business Associate/Qualified Service Organization with any changes in, or revocation of, permission by an individual to use or disclose PHI, if such changes affect the Business Associate/Qualified Service Organization's permitted or required uses and disclosures.
- 4.2. Southwestern Virginia Mental Health Institute shall notify the Business Associate/Qualified Service Organization of any restrictions to the use that would not be permissible under the HIPAA Privacy or Security Rules if done by Southwestern Virginia Mental Health Institute, to the extent that such changes may affect the Business Associate/Qualified Service Organization's use or disclosure of PHI.

5. TERM AND TERMINATION OF AGREEMENT

- 5.1. **Term.** This Agreement shall be effective as of the date of the Underlying Service Agreement, and shall terminate when all of the PHI provided by Southwestern Virginia Mental Health Institute to the Business Associate/Qualified Service Organization, or created or received by the Business Associate/Qualified Service Organization on behalf of the City, is destroyed or returned to Southwestern Virginia Mental Health Institute, or, if it is infeasible to return or destroy PHI, protections are extended to such information in accordance with the termination provisions in this Section.
- 5.2. **Termination for Cause.** If a party hereto has knowledge of a material breach by the other, the non-breaching party shall take the following actions:
 - a. provides an opportunity for the breaching party to cure the breach or otherwise take corrective action, and if the breach is not cured or corrected, the non-breaching party may cease delivery of PHI or terminate the Agreement;
 - b. immediately terminate this Agreement if breaching party has breached a material term and cure is not possible; or
 - c. if neither cure nor termination is possible, the non-breaching party shall report the violation(s) to the Department of Health and Human Services. The non-breaching party reserves the right, in any situation in which a material breach by the breaching party occurs, to report such violation(s) to the Department of Health and Human Services.
- 5.3. **Termination of Underlying Service Agreement.** The Parties agree that the termination of the Underlying Service Agreement between the Parties will result in the termination of this Agreement. The Business Associate/Qualified Service Organization shall authorize termination of the Underlying Service Agreement by Southwestern Virginia Mental Health Institute, if Southwestern Virginia Mental Health Institute determines that the Business Associate/Qualified Service Organization has violated a material term of the Underlying Service Agreement.
- 5.4. **Effect of Termination.** Except as further provided in this Section, upon termination of this Agreement, for any reason, the Business Associate/Qualified Service Organization shall return or destroy all PHI received from Southwestern Virginia Mental Health Institute, or created or received by the Business Associate/Qualified Service Organization on behalf of Southwestern Virginia Mental Health Institute. This provision shall apply to PHI that is in the possession of subcontractors or agents of the Business Associate/Qualified Service Organization.

No copies of the PHI shall be retained, unless the Business Associate/Qualified Service Organization determines that returning or destroying the PHI is infeasible, in which case the Business Associate/Qualified Service Organization/ shall provide to Southwestern Virginia Mental Health Institute notification of the conditions that make return or destruction of the PHI infeasible. The Business Associate/Qualified Service Organization shall extend the protections of the Agreement to such PHI and further limit the uses and disclosures of such PHI to those purposes that make the return or

Southwestern Virginia Mental Health Institute

destruction infeasible, for so long as the Business Associate/Qualified Service Organization maintains such PHI.

- 5.5. **Scope.** This Agreement hereby amends any and all existing agreements, written or unwritten, between the Parties under the terms of which PHI may be disclosed to the Business Associate/Qualified Service Organization, and the terms of this Agreement are incorporated into all such prior agreements.

6. GENERAL TERMS

- 6.1. In the event of an inconsistency between the provision of this Agreement and the mandatory terms of the HIPAA Privacy and Security Rules, and the HITECH Act as may be expressly amended from time to time by HHS, or as a result of interpretations by HHS, a court, or another regulatory agency with authority over the Parties, the interpretation of HHS, such court or regulatory agency shall prevail.
- 6.2. Where provisions of this Agreement are different from those mandated by the HIPAA Privacy and Security Rules, and the HITECH Act, but are nonetheless permitted by the Privacy and Security Rules, and HITECH Act the provision of this Agreement shall control.
- 6.3. Except as expressly provided in the HIPAA Privacy and Security Rules, HITECH Act, or this Agreement, this Agreement does not create any rights in third parties.
- 6.4. The respective rights and obligations of the Business Associate/Qualified Service Organization under Section 5 ("Term and Termination of Agreement") shall survive the termination of this Agreement.
- 6.5. There shall be no modification of this Agreement except in writing and by the authorized representatives of the Parties.
- 6.6. Any and all suits for any claims or for any and every breach or dispute arising out of this Agreement shall be maintained in the appropriate court of competent jurisdiction in the City of Richmond or the United States District Court, Richmond Division.
- 6.7. The Parties agree to take such action as is necessary to amend this Agreement from time to time as necessary for Southwestern Virginia Mental Health Institute to comply with HIPAA, the HIPAA Privacy Rule, the HIPAA Security Rule, the HITECH Act.
- 6.8. Any ambiguity in this Agreement shall be construed to permit Southwestern Virginia Mental Health Institute to comply with the Privacy and Security Rules, and the HITECH Act.
- 6.9. It is understood and agreed that the Business Associate/Qualified Service Organization/ hereby assumes the entire responsibility and liability for any and all damages caused by or resulting from or arising out of any act or omission on the part of the Business Associate/Qualified Service Organization, its subcontractors, agents, or employees under or in connection with this Agreement or the performance or failure to perform any duty or by the Privacy or Security Rules required by this Agreement. The Business Associate/Qualified Service Organization agrees to indemnify and hold harmless Southwestern Virginia Mental Health Institute and its agents, volunteers, servants, employees, and officials from and against any and all claims, losses, or expenses, including reasonable attorney's fees and litigation expenses suffered by any indemnified party or entity as the result of claims or suits due to, arising out of, or in connection with (a) any and all such damages, real or alleged, and (b) the violation of any law applicable to this Agreement. Upon written demand by Southwestern Virginia Mental Health Institute, the Business Associate/Qualified Service Organization shall assume and defend at the Business Associate/Qualified Service Organization's sole expense any and all such suits or defense of claims made against Southwestern Virginia Mental Health Institute, its agents, volunteers, servants, employees, or officials.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective on the day and year stated above.

Southwestern Virginia Mental Health Institute

Secondary Contact

Printed Name
Title
Address
Email
Phone

Company name
Name of Business Associate

Signature
Printed Name
Title
Address
Email
Phone
Date

Secondary Contact

Rick Johnson
Printed Name
Chief Quality Office
Title
340 Bagley Circle , Marion, VA 24354
Address
Rick.Johnson@dbhds.virginia.gov
Email:
276-706-3477
Phone

Agency name
Name of Covered Entity

Signature
Julie Stoots
Printed Name
Chief Nurse Officer
Title
340 Bagley Circle, Marion, VA 24354
Address
Julie.Stoots@dbhds.virginia.gov
Email:
276-706-3313
Phone
Date

Southwestern Virginia Mental Health Institute

ATTACHEMENT D

State Corporation Commission Form

Virginia State Corporation Commission (SCC) registration information. The bidder:

- is a corporation or other business entity with the following SCC identification number: _____ -OR-
- is not a corporation, limited liability company, limited partnership, registered limited liability partnership, or business trust -OR-
- is an out-of-state business entity that does not regularly and continuously maintain as part of its ordinary and customary business any employees, agents, offices, facilities, or inventories in Virginia (not counting any employees or agents in Virginia who merely solicit orders that require acceptance outside Virginia before they become contracts, and not counting any incidental presence of the bidder in Virginia that is needed in order to assemble, maintain, and repair goods in accordance with the contracts by which such goods were sold and shipped into Virginia from bidder's out-of-state location) -OR-
- is an out-of-state business entity that is including with this bid an opinion of legal counsel which accurately and completely discloses the undersigned bidder's current contacts with Virginia and describes why those contacts do not constitute the transaction of business in Virginia within the meaning of § 13.1-757 or other similar provisions in Titles 13.1 or 50 of the Code of Virginia.

****NOTE**** >> Check the following box if you have not completed any of the foregoing options but currently have pending before the SCC an application for authority to transact business in the Commonwealth of Virginia and wish to be considered for a waiver to allow you to submit the SCC identification number after the due date for bids (the Commonwealth reserves the right to determine in its sole discretion whether to allow such waiver):