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**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH CONTRACTS  
AND PROCUREMENT SERVICES**

**64 NEW YORK AVENUE, 2<sup>ND</sup> FLOOR, WDC 20002  
TELEPHONE: (202) 671-3171 ♦ FAX: (202) 671-3395**

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June 10, 2013

**TO PROSPECTIVE HUMAN CARE SERVICE PROVIDERS:**

The Director of the D.C. Department of Mental Health (DMH), pursuant to section 104 of the Department of Mental Health Establishment Amendment Act of 2001 (Act), effective December 18, 2001, D.C. Law 14-56, D.C. Official Code §§ 7-1131.04 (2012 Supp.), hereby gives notice that **effective April 15, 2013, DMH shall accept new applications for certification for two Mental Health Rehabilitation Services (MHRS): (1) Community-Based Intervention (CBI) Level I, Multisystemic Therapy (MST) and (2) Rehabilitation/Day Services. DMH shall accept certification applications for the provision of CBI Level I and Rehabilitation/Day Services until June 30, 2013. Applications for CBI Level I or Rehabilitation/Day Services submitted after June 30, 2013 shall be returned to the applicant and shall not be reviewed or processed by DMH.** The moratorium on processing applications for other MHRS services which was imposed effective August 18, 2012 remains in effect.

The Government of the District of Columbia, Department of Mental Health (DMH or the District) is issuing this Public Notice/Request for Qualifications (Solicitation) seeking to identify and pre-qualify Providers to provide Mental Health Rehabilitation Services (MHRS) to Consumers referred by DMH under Human Care Agreements (HCA) awarded pursuant to 27 DCMR § 1905.6, as amended. In order to be considered for the award of a HCA, please complete the following documents included in the attached solicitation package by submitting an original and four (4) copies in a sealed envelope labeled **“RM-13-HCA-MHRS-BY4-SC (replaces HCA Solicitation Number #RM-09-HCA-MHRS-BY4-CPA), Human Care Agreement, Mental Health Rehabilitation Services, Department of Mental Health.”** Please note that there is an Updated MHRS Fee Schedule identified as Attachment 8 to be used for Base Year and any Option Years associated with this solicitation.

1. Attachment J.3, **CONTRACTOR QUALIFICATION RECORD (CQR), FORM 1900**, along with **all supporting documentation referred to in Form 1900**. The information required by the CQR shall be used by DMH to determine the Prospective Providers' professional, financial and other qualifications to provide MHRS to Consumers referred by DMH. It is the responsibility of the Prospective Provider to ensure that all information required by the CQR is correct and complete;

2. Attachment J.4, Tax Certification Affidavit (notarization is not required);
3. Attachment J.5, E.E.O. Information and Mayor's Order 85-85;
4. Attachment J.6, First Source Employment Agreement;
5. Attachment J.7, Bidder's/Offeror's Certificate Form (over \$100k)

In addition, Section K through M have been added to this solicitation through Amendment One (1) to ensure all necessary documentations required shall reflect that full and open competition is being followed throughout this solicitation process.

Upon receipt of the Provider's submission, the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) shall review the CQR, assess the financial and professional responsibility of the Service Provider, convene an Evaluation Panel to review and score the Technical Proposal as a result of Evaluation Criteria contained in Section M. In addition, a written determination shall be rendered whether the Service Provider is qualified to provide MHRS as provided for in the CQR, based on the criteria in 27 DCMR § 1905.6 and the information provided by the Service Provider on the CQR and any attached documentation. The Director/ACCO may then, **on an as-needed basis**, enter into negotiations with those Prospective Providers who have been pre-qualified and enter into a Human Care Agreements at the rates specified in the Revised May 2013, Appendix A: DMH Provider Authorization & Billing Manual and amended to this solicitation, which rates are determined by regulation.

DMH shall continue to accept CQRs from Prospective Providers on an ongoing basis and shall evaluate CQRs on an as-needed basis to satisfy the MHRS required by DMH.

Please submit your responses to Samuel J. Feinberg, CPPO, CPPB, Director, Contracts and Procurement/ Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, NE, 2<sup>nd</sup> Floor, Washington, DC 20002, or contact me at (202) 671-3171 or [samuel.feinberg@dc.gov](mailto:samuel.feinberg@dc.gov). Thank you.

Sincerely yours,



Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer

Attachment(s)

**DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH (DMH)  
SOLICITATION, OFFER, AND AWARD  
SECTION A**

<b>1. ISSUED BY/ADDRESS OFFER TO:</b>  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES (CPS) 64 NEW YORK AVENUE , NE, 2<sup>ND</sup> FLOOR WASHINGTON, DC 20002</b>	<b>2. PAGE OF PAGES:</b> <b>1 of 83</b>
	<b>3. CONTRACT NUMBER:</b>
	<b>4. SOLICITATION NUMBER:</b> <b>RM-13-HCA-MHRS-BY4-SC</b>
	<b>5. DATE ISSUED:</b> <b>June 10, 2013</b>
	<b>6. OPENING/CLOSING TIME:</b>

<b>7. TYPE OF SOLICITATION: N/A</b> <input type="checkbox"/> <b>SEALED BID</b> <input type="checkbox"/> <b>NEGOTIATION (RFP)</b> <input checked="" type="checkbox"/> <b>HUMAN CARE AGREEMENT</b>	<b>8. DISCOUNT FOR PROMPT PAYMENT:</b>
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**NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"**

<b>10. INFORMATION CALL</b>	<b>NAME:</b> <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	<b>TELEPHONE NUMBER:</b> <b>(202) 671-3188</b>	<b>B. E-MAIL ADDRESS:</b> <b>Samuel.Feinberg@dc.gov</b>
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**11. TABLE OF CONTENTS**

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
<b>PART I – The Schedule</b>				<b>PART II – Contract Clauses</b>			
x	A	Solicitation/Contract Form	1	x	I	Human Care Agreement Clauses	52-57
x	B	Supplies/Services and Price/Costs	2-9	<b>PART III – List of Documents, Exhibits and Other Attach</b>			
x	C	Description/Specs/Work Statement	10-21	x	J	List of Attachments	58
x	D	Packaging and Marking	22-23	<b>PART IV – Representations and Instructions</b>			
x	E	Inspection and Acceptance	24-26	x	K	Representations, Certifications and other Statements of Offerors	59-63
x	F	Deliveries or Performance	27-31	x	L	Instrs. Conds., & Notices to Offerors	64-74
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x	H	Special Human Care Agreement Requirements	41-51				

**OFFER (TO BE COMPLETED BY THE CONTRACTOR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **120** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

<b>13. ACKNOWLEDGEMENT OF AMENDMENTS</b> (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			<b>AMENDMENT NO:</b>	<b>DATE:</b>
<b>14. NAME AND ADDRESS OF THE CONTRACTOR:</b>			<b>15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)</b>	
<b>14A. TELEPHONE NUMBER:</b>			<b>15A. SIGNATURE:</b>	<b>15B. OFFER DATE:</b>
<b>AREA CODE:</b>	<b>NUMBER:</b>	<b>EXT:</b>		

**AWARD (To be completed by the DMH)**

<b>16. ACCEPTED AS TO THE FOLLOWING ITEMS:</b>	<b>17. AWARD AMOUNT:</b>
<b>18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)</b> <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	<b>19. CONTRACTING OFFICER SIGNATURE:</b>
	<b>20. AWARD DATE:</b>

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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## **SECTION B: HUMAN CARE SERVICES AND SERVICE RATES**

### **B.1 PURPOSE OF SOLICITATION/AGREEMENT TYPE**

The Government of the District of Columbia, Department of Mental Health (DMH or the District) is issuing this Request for Qualifications (solicitation) to pre-qualify Providers of Mental Health Rehabilitation Services through Human Care Agreement, pursuant to the Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06).

### **B.2 ORDERING PROCEDURES**

**B.2.1** The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.

**B.2.2** Delivery or performance shall be made by Provider only as authorized by Purchase Orders issued in accordance with the Ordering Clause.

**B.2.3** There is no limit on the number of Purchase Orders that may be issued. The District may issue Purchase Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Purchase Orders as may be issued.

**B.2.4** The Provider agrees that in the event that the District issues any Purchase Orders to the Provider to provide services to additional Consumers as a direct result of the closing of DMH's D.C. Community Service Agency (DC CSA), the Provider shall offer to any District government employee who is displaced as a result of the closing of DC CSA, as identified by DMH (hereinafter "Displaced Employee") the right of first refusal to employment by the Provider in any available position for which the Displaced Employee is qualified and that is comparable to the position which the Displaced Employee held prior to being displaced from District employment, for at least a six (6) month period during which period the Displaced Employee shall not be discharged without cause. In addition, the Provider agrees to comply with the requirements of the Service Contract Act of 1965, as amended (41 U.S.C. § 351, *et seq.*) with respect to any Displaced Employee hired by the Provider who is entitled to benefits under the Service Contract Act. If the Displaced Employee's performance is satisfactory during the six (6) month transitional employment period, the Provider shall offer the Displaced Employee continued employment under terms and conditions established by the Provider.

**B.3**

**SERVICE RATES**

The rate of payment for services rendered in accordance with a Purchase Order shall be at the rates contained in Section B.4, Pricing Schedule, which have been established by the District Department of Health Care Finance (DHCF) and set forth in 29 DCMR Chapter 52 and are subject to the requirements of that chapter. The total units of any service ordered by DMH and provided to any DMH Consumer shall be subject to clinical or medical necessity as well as any authorization and benefit limitations established in the Mental Health Rehabilitation Services Provider Certifications Standards ("Certification Standards") as set forth in 22 DCMR Chapter 34, and limited as set forth therein. Provider shall not charge the Consumer any co-payment, cost-sharing or similar charge.

**[THIS SECTION INTENTIONALLY LEFT BLANK]**

**REPLACES**

**SECTION B.4.1 TO B.4.5 PRICING  
SCHEDULES  
PAGES 5-9**

**WITH UPDATED**

**MHRS FEE SCHEDULE  
(REVISED MAY 2013)  
PAGES 1-9**

**EFFECTIVE FOR BASE YEAR AND ALL  
OPTION YEARS ASSOCIATED WITH THIS  
SOLICITATION**

**B.4 SCHEDULE B - PRICING SCHEDULE**

**B.4.1 Pricing Schedule - Base Year**

(A) Line Item No.	(B) Services	(C) Unit	(D) Price
0001	Mental Health Rehabilitation Services, as outlined in Section C		
0001A	Diagnostic/Assessment (Section C.4.1)	Assessment	\$ 240.00
0001B	Diagnostic/Assessment (Intake Assessment) (Section C.4.1)	Assessment (40-50 min.)	\$ 85.00
0001C	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 22 & over)	15 minutes	\$ 35.72
0001D	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 0-21)	15 minutes	\$ 38.96
0001E	Medication/Somatic Treatment-Group (Section C.4.3)	15 minutes	\$ 19.33
0001F	Counseling-Indiv. On-Site (Section C.4.4) (ages 22 & over)	15 minutes	\$ 19.50
0001G	Counseling-Indiv. On-Site (Section C.4.4) (ages 0- 21)	15 minutes	\$ 20.31
0001H	Counseling- Indiv. Off Site (Section C.4.5)	15 minutes	\$ 23.19
0001I	Counseling-Group (Section C.4.6)	15 minutes	\$ 10.45
0001J	Community Support- Indiv. (Section C.4.7)	15 minutes	\$ 20.10
0001K	Community Support-Group (Section C.4.8)	15 minutes	\$ 8.67
0001L	Crisis/Emergency (Section C.4.9)	15 minutes	\$ 33.57
0001M	Rehabilitation (Day Services) (Section C.4.10)	1 day (at least 3 hours)	\$ 144.77
0001N	Intensive Day Treatment (Section C.4.11)	1 day (at least 3 hours)	\$ 164.61
0001O	Community Based Intervention (Section C.4.12) (Level I)	15 minutes	\$ 45.94
0001P	Community Based Intervention (Section C.4.12) (Level II & Level III)	15 minutes	\$ 31.35
0001Q	Assertive Community Treatment (Section C.4.13)	15 minutes	\$ 33.23

**B.4.2 Pricing Schedule - Option Year One**

(A) Line Item No.	(B) Services	(C) Unit	(D) Price
0002	Mental Health Rehabilitation Services, as outlined in Section C		
0002A	Diagnostic/Assessment (Section C.4.1)	Assessment	\$ 240.00
0002B	Diagnostic/Assessment (Intake Assessment) (Section C.4.1)	Assessment (40-50 min.)	\$ 85.00
0002C	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 22 & over)	15 minutes	\$ 35.72
0002D	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 0-21)	15 minutes	\$ 38.96
0002E	Medication/Somatic Treatment-Group (Section C.4.3)	15 minutes	\$ 19.33
0002F	Counseling-Indiv. On-Site (Section C.4.4) (ages 22 & over)	15 minutes	\$ 19.50
0002G	Counseling-Indiv. On-Site (Section C.4.4) (ages 0- 21)	15 minutes	\$ 20.31
0002H	Counseling- Indiv. Off Site (Section C.4.5)	15 minutes	\$ 23.19
0002I	Counseling-Group (Section C.4.6)	15 minutes	\$ 10.45
0002J	Community Support- Indiv. (Section C.4.7)	15 minutes	\$ 20.10
0002K	Community Support-Group (Section C.4.8)	15 minutes	\$ 8.67
0002L	Crisis/Emergency (Section C.4.9)	15 minutes	\$ 33.57
0002M	Rehabilitation (Day Services) (Section C.4.10)	1 day (at least 3 hours)	\$ 144.77
0002N	Intensive Day Treatment (Section C.4.11)	1 day (at least 3 hours)	\$ 164.61
0002O	Community Based Intervention (Section C.4.12) (Level I)	15 minutes	\$ 45.94
0002P	Community Based Intervention (Section C.4.12) (Level II & Level III)	15 minutes	\$ 31.35
0002Q	Assertive Community Treatment (Section C.4.13)	15 minutes	\$ 33.23

**B.4.3 Pricing Schedule - Option Year Two**

(A) Line Item No.	(B) Services	(C) Unit	(D) Price
0003	Mental Health Rehabilitation Services, as outlined in Section C		
0003A	Diagnostic/ Assessment (Section C.4.1)	Assessment	\$ 240.00
0003B	Diagnostic/Assessment (Intake Assessment) (Section C.4.1)	Assessment (40-50 min.)	\$ 85.00
0003C	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 22 & over)	15 minutes	\$ 35.72
0003D	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 0-21)	15 minutes	\$ 38.96
0003E	Medication/Somatic Treatment-Group (Section C.4.3)	15 minutes	\$ 19.33
0003F	Counseling-Indiv. On-Site (Section C.4.4) (ages 22 & over)	15 minutes	\$ 19.50
0003G	Counseling-Indiv. On-Site (Section C.4.4) (ages 0- 21)	15 minutes	\$ 20.31
0003H	Counseling- Indiv. Off Site (Section C.4.5)	15 minutes	\$ 23.19
0003I	Counseling-Group (Section C.4.6)	15 minutes	\$ 10.45
0003J	Community Support- Indiv. (Section C.4.7)	15 minutes	\$ 20.10
0003K	Community Support-Group (Section C.4.8)	15 minutes	\$ 8.67
0003L	Crisis/Emergency (Section C.4.9)	15 minutes	\$ 33.57
0003M	Rehabilitation (Day Services) (Section C.4.10)	1 day (at least 3 hours)	\$ 144.77
0003N	Intensive Day Treatment (Section C.4.11)	1 day (at least 3 hours)	\$ 164.61
0003O	Community Based Intervention (Section C.4.12) (Level I)	15 minutes	\$ 45.94
0003P	Community Based Intervention (Section C.4.12) (	15 minutes	\$ 31.35
0003Q	Assertive Community Treatment (Section C.4.13)	15 minutes	\$ 33.23

**B.4.4 Pricing Schedule - Option Year Three**

(A) Line Item No.	(B) Services	(C) Unit	(D) Price
0004	Mental Health Rehabilitation Services, as outlined in Section C		
0004A	Diagnostic/ Assessment (Section C.4.1)	Assessment	\$ 240.00
0004B	Diagnostic/Assessment (Intake Assessment) (Section C.4.1)	Assessment (40-50 min.)	\$ 85.00
0004C	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 22 & over)	15 minutes	\$ 35.72
0004D	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 0-21)	15 minutes	\$ 38.96
0004E	Medication/Somatic Treatment-Group (Section C.4.3)	15 minutes	\$ 19.33
0004F	Counseling-Indiv. On-Site (Section C.4.4) (ages 22 & over)	15 minutes	\$ 19.50
0004G	Counseling-Indiv. On-Site (Section C.4.4) (ages 0- 21)	15 minutes	\$ 20.31
0004H	Counseling- Indiv. Off Site (Section C.4.5)	15 minutes	\$ 23.19
0004I	Counseling-Group (Section C.4.6)	15 minutes	\$ 10.45
0004J	Community Support- Indiv. (Section C.4.7)	15 minutes	\$ 20.10
0004K	Community Support-Group (Section C.4.8)	15 minutes	\$ 8.67
0004L	Crisis/Emergency (Section C.4.9)	15 minutes	\$ 33.57
0004M	Rehabilitation (Day Services) (Section C.4.10)	1 day (at least 3 hours)	\$ 144.77
0004N	Intensive Day Treatment (Section C.4.11)	1 day (at least 3 hours)	\$ 164.61
0004O	Community Based Intervention (Section C.4.12) (Level I)	15 minutes	\$ 45.94
0004P	Community Based Intervention (Section C.4.12)	15 minutes	\$ 31.35
0004Q	Assertive Community Treatment (Section C.4.13)	15 minutes	\$ 33.23

**B.4.5 Pricing Schedule - Option Year Four**

(A) Line Item No.	(B) Services	(C) Unit	(D) Price
0005	Mental Health Rehabilitation Services, as outlined in Section C		
0005A	Diagnostic/ Assessment (Section C.4.1)	Assessment	\$ 240.00
0005B	Diagnostic/Assessment (Intake Assessment) (Section C.4.1)	Assessment (40-50 min.)	\$ 85.00
0005C	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 22 & over)	15 minutes	\$ 35.72
0005D	Medication/Somatic Treatment-Individual (Section C.4.2) (ages 0-21)	15 minutes	\$ 38.96
0005E	Medication/Somatic Treatment-Group (Section C.4.3)	15 minutes	\$ 19.33
0005F	Counseling-Indiv. On-Site (Section C.4.4) (ages 22 & over)	15 minutes	\$ 19.50
0005G	Counseling-Indiv. On-Site (Section C.4.4) (ages 0- 21)	15 minutes	\$ 20.31
0005H	Counseling- Indiv. Off Site (Section C.4.5)	15 minutes	\$ 23.19
0005I	Counseling-Group (Section C.4.6)	15 minutes	\$ 10.45
0005J	Community Support- Indiv. (Section C.4.7)	15 minutes	\$ 20.10
0005K	Community Support-Group (Section C.4.8)	15 minutes	\$ 8.67
0005L	Crisis/Emergency (Section C.4.9)	15 minutes	\$ 33.57
0005M	Rehabilitation (Day Services) (Section C.4.10)	1 day (at least 3 hours)	\$ 144.77
0005N	Intensive Day Treatment (Section C.4.11)	1 day (at least 3 hours)	\$ 164.61
0005O	Community Based Intervention (Section C.4.12) (Level I)	15 minutes	\$ 45.94
0005P	Community Based Intervention (Section C.4.12)	15 minutes	\$ 31.35
0005Q	Assertive Community Treatment (Section C.4.13)	15 minutes	\$ 33.23

**\*\*\* END OF SECTION B \*\*\***

**Service Code/Modifier/Place-of-Service Table with Medicaid Rates and Local Rates**

Reference Section 9.3 and 10.4.7.1

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
<b>Diagnostic / Assessment</b>	T1023	HE	11-Office	Y	240.00 / Occurrence
	Diagnostic Assessment		12-Home	Y	
	(at least 3 hours)		14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
<b>H0002</b>	H0002		11-Office	Y	85.00 / Occurrence
	Brief Diagnostic		12-Home	Y	
	Assessment		14-Group Home	Y	
	(40-50 minutes in duration to determine eligibility for admission to a mental health treatment program)		53-Community MH center	Y	
			99-POS not identified	Y	
<b>Medication Somatic Treatment</b>	T1502	HQ	11-Office	Y	19.33 / 15-min Unit
	Med Somatic	Group	12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	T1502	HA	04-Homeless Shelter	Y	38.96 / 15-min Unit
	Med Somatic	Age 0-21	11-Office	Y	
		Individual	12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	T1502	Age 22 +	04-Homeless Shelter	Y	35.72 / 15-min Unit
	Med Somatic	Individual	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
		53-Community MH center	Y		
		99-POS not identified	Y		
<b>Community Support</b>	H0036	HQ	04-Homeless Shelter	Y	8.67 / 15-min Unit
	Community Support	Group	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	

**Service Code/Modifier/Place-of-Service Table with Medicaid Rates and Local Rates**

Reference Section 9.3 and 10.4.7.1

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate	
<b>Diagnostic / Assessment</b>	T1023	HE	11-Office	Y	240.00 / Occurrence	
	Diagnostic Assessment		12-Home	Y		
	(at least 3 hours)		14-Group Home	Y		
			53-Community MH center	Y		
			99-POS not identified	Y		
	H0002		11-Office	Y	85.00 / Occurrence	
	Brief Diagnostic Assessment		12-Home	Y		
			14-Group Home	Y		
	(40-50 minutes in duration to determine eligibility for admission to a mental health treatment program)		53-Community MH center	Y		
			99-POS not identified	Y		
<b>Medication Somatic Treatment</b>	T1502	HQ	11-Office	Y	19.33 / 15-min Unit	
	Med Somatic	Group	12-Home	Y		
			14-Group Home	Y		
			53-Community MH center	Y		
			99-POS not identified	Y		
	T1502	HA	04-Homeless Shelter	Y	38.96 / 15-min Unit	
	Med Somatic	Age 0-21	11-Office	Y		
		Individual	12-Home	Y		
			14-Group Home	Y		
			53-Community MH center	Y		
			99-POS not identified	Y		
	T1502	Age 22 +	04-Homeless Shelter	Y	35.72 / 15-min Unit	
	Med Somatic	Individual	11-Office	Y		
			12-Home	Y		
			14-Group Home	Y		
			53-Community MH center	Y		
			99-POS not identified	Y		
<b>Community Support</b>	H0036	HQ	04-Homeless Shelter	Y	8.67 / 15-min Unit	
	Community Support	Group	11-Office	Y		
			12-Home	Y		
			14-Group Home	Y		
			53-Community MH center	Y		
			99-POS not identified	Y		

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
			99-POS not identified	Y	
	H0036		04-Homeless Shelter	Y	\$19.19/15-min Unit
	Community Support	Individual	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
			09-Prison/Correctional facility	N	
	H0036	UK	04-Homeless Shelter	Y	19.19 / 15-min Unit
	Community Support <sup>1</sup>	Collateral	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
			09-Prison/Correctional facility	N	
	H0036	HS	04-Homeless Shelter	Y	19.19 / 15-min Unit
	Community Support	Family Without consumer	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0036	HR	04-Homeless Shelter	Y	19.19 / 15-min Unit
	Community Support	Family With consumer	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0036	U1	14-Group Home	Y	19.19 / 15-min Unit
	Community Support	CRF			

<sup>1</sup> H0036 Community Support UK Collateral procedure code may be used when a provider has contact with another treatment provider to discuss the consumer's treatment when the consumer is not present. All collateral contact billed for through Community Support UK must be face to face.

- CBI Providers may bill for collateral, family, and telephone contacts under CBI procedures codes H2022, H2033, and H2033HU. No other modifier codes are required.
- Act Providers may bill for collateral, family and telephone contacts under ACT procedure code H0039 only.

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
	H0036	AM	04-Homeless Shelter	Y	19.19 / 15 min Unit
	Physician Team Member <sup>2</sup>		11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0038		04-Homeless Shelter	Y	19.19 / 15-min Unit
	Self-help/Peer Support		11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0038	HQ	04-Homeless Shelter	Y	8.67 / 15 min Unit
	Self-help/Peer Support	Group	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H2023		11-Office	Y	16.25/15min Unit
	Supported Employment		53-Community MH center	Y	
	(Therapeutic)		99-POS not identified	Y	
<b>Crisis/Emergency</b>	H2011		04-Homeless Shelter	Y	33.57 / 15-min Unit
	Crisis Emergency		11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			15-Mobile Unit	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
<b>Rehabilitation/Day Services</b>	H0025		53-Community MH center	Y	144.77 / Day
	Day Services				
	(1 day at least 3 hours)				

<sup>2</sup> H0036AM Physician Team Member procedure code should be used for community support (required by the consumer's approved IRP/IPC) that is provided by a community support worker (CSW)/peer specialist in conjunction with medication somatic services, when both services are provided at the same time. Medication/somatic is a rehabilitation service that must be rendered by a psychiatrist, or an APRN working in collaboration with a psychiatrist. The psychiatrist and the CSW/peer specialist must appropriately document the visit, including the reason for the CSW/peer specialist participation, and the documentation needs to be consistent with the IRP/IPC. The IRP/IPC needs to describe the specific intervention that will be provided by the CSW/peer specialist; such as: support during stressor situations, education and support for the consumer, assistance with self-monitoring and medication compliance and be specifically tied to the consumer's diagnosis and needs.

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
<b>Intensive Day Treatment</b>	H2012		53-Community MH center	Y	164.61 / Day
	Intensive Day Treatment				
	(1 day at least 5 hours)				
<b>Community-Based Intervention<sup>3</sup></b>	H2022		11-Office	Y	31.35 / 15-min Unit
	Community-Based		12-Home	Y	
	Intervention - CBI		14-Group Home	Y	
	(Level II) IHCBS		53-Community MH center	Y	
			99-POS not identified	Y	
	H2022		11-Office	Y	31.35 / 15-min Unit
	Community-Based		12-Home	Y	
	Intervention – CBI		14-Group Home	Y	
	(Level III) IHCBS- short term		53-Community MH center	Y	
			99-POS not identified	Y	
	H2033		11-Office	Y	57.42 / 15-min Unit
	Community Based		12-Home	Y	
Intervention - CBI		53-Community MH center	Y		
(Level I) MST		99-POS not identified	Y		
H2033	HU	11-Office	Y		
Community-Based		12-Home	Y	57.42/ 15-min Unit	
Intervention – CBI		53-Community MH center	Y		
(level IV) FFT		99-POS not identified	Y		
<b>Assertive Community Treatment (ACT)</b>	H0039		04-Homeless Shelter	Y	\$31.57/ 15-min Unit
	Assertive Community	Individual	11-Office	Y	
	Treatment - ACT <sup>4</sup>		12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
			09-Prison/Correctional facility	N	

<sup>3</sup> CBI Providers may bill for collateral, family, and telephone contacts under CBI procedures codes H2022, H2033, and H2033HU. No other modifier codes are required.

<sup>4</sup> Act Providers may bill for collateral, family and telephone contacts under ACT procedure code H0039 only.

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
	H0039	HQ	11-Office	Y	11.07/ 15-min Unit
	Assertive Community Treatment – ACT	Group	53-Community MH center	Y	
			99-POS not identified	Y	
<b>Counseling</b>	H0004	HQ	11-Office	Y	10.45 / 15-min Unit
	Counseling	Group	53-Community MH center	Y	
			99-POS not identified	Y	
	H0004	HA	11-Office	Y	20.31 / 15-min Unit
	Counseling On-Site	Age 0-21	53-Community MH center	Y	
		Individual	99-POS not identified	Y	
	H0004		11-Office	Y	19.50 / 15-min Unit
	Counseling On-site	Age 22 +	53-Community MH center	Y	
		Individual	99-POS not identified	Y	
	H0004	HS	11-Office	Y	19.50 / 15-min Unit
	Counseling On-site	Family Without consumer Age 22 +	53-Community MH center	Y	
			99-POS not identified	Y	
	H0004	HE	12-Home	Y	23.19 / 15-min Unit
	Counseling Off-Site	All ages	14-Group Home	Y	
		Individual	99-POS not identified	Y	
	H0004	HR	11-Office	Y	19.50/15-min Unit
	Counseling On-Site	Family with Consumer Age 22 +	53-Community MH center	Y	
			99-POS not identified	Y	
	H0004	HAHR	11-Office	Y	20.31/15-min Unit
	Counseling On-Site	Family with Consumer Age 0-21	53-Community MH center	Y	
			99-POS not identified	Y	

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
	H0004	HAHS	11-Office	Y	20.31/15min Unit
	Counseling On-Site	Family without Consumer Age 0-21	53-Community MH center	Y	
			99-POS not identified	Y	
<b>DMH Local / Non-Medicaid MHRS Services</b>					
	H2025		11-Office	N	16.25/15-min Unit
	Supported Employment (Vocational)		53-Community MH center	N	
			99-POS not identified	N	
	H2025	HQ	11-Office	N	4.06/15-min Unit
	Supported Employment (Group)	Non-MHRS	53-Community MH center	N	
		Job Club	99-POS not identified	N	
	DMH14		53-Community MH center	N	314.00 / Day
	Residential Crisis Stabilization				
	DMH20		11-Office	N	15.00 / 15-min Unit
	Team Meeting		53-Community MH center	N	
			99-POS not identified	N	
	DMH22		04-Homeless Shelter	N	Rate Negotiated by individual contract
	Jail Diversion – (Criminal Justice System – CJS)		09-Prison/Correctional facility	N	
			11-Office	N	
			12-Home	N	
			14-Group Home	N	
			53-Community MH center	N	
			99-POS not identified	N	
	DMH23		53-Community MH center	N	314.00 / Day
	No-Auth Residential Crisis Stabilization				
	DMH24		99-POS not identified	N	Case Rate
	Integrated Community				

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
	Care Project - ICCP				
	DMH25		11-Office	N	1¢ / Unit
	FlexN		12-Home	N	
			53-Community MH center	N	
			99-POS not identified	N	
	DMH26		11-Office	N	25.00 / Occurrence
	Transitional Service <sup>5</sup>		12-Home	N	
			53-Community MH center	N	
			99-POS not identified	N	
	H0032		09-Prison-Correctional facility	N	19.19/ 15-min Unit
	MH Service - Treatment		21-Inpatient hospital	N	
	Planning Institution		31-Skilled nursing facility	N	
	(MHS-TPI) <sup>6</sup>		32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
			56-Psych. Residential Treatment Center	N	
	H0046	HT	09-Prison-Correctional facility	N	31.57/ 15 min Unit
	MH Service - Treatment		21-Inpatient hospital	N	
	Planning Institution (MHS-TPI) - ACT <sup>7</sup>		31-Skilled nursing facility	N	
			32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
	H0046	HTHA	09-Prison-Correctional facility	N	31.35/ 15 min Unit
	MH Service - Treatment		21-Inpatient hospital	N	
	Planning Institution		31-Skilled nursing facility	N	

<sup>5</sup> DMH26 (Transitional Service) – allows a one-time occurrence fee, per consumer, to a closing Core Services Agency (CSA), for assistance with the transitioning and documentation of its consumers to another CSA.

<sup>6</sup> H0032 Mental Health Service – Treatment Planning Institution (MHS-TPI) procedure code should be used instead of Community Support procedure code when a mental health professional or credentialed worker from the community visits a consumer in the hospital or other institutional setting (Institutes for Mental Disease [IMD] such as Saint Elizabeths Hospital and Psychiatric Institute of Washington (PIW), hospitals, nursing facilities [nursing homes or skilled nursing facilities], rehabilitation centers, PRTFs, RTCs, or correctional facilities for defendants or juveniles) for the purpose of mental health service plan development for the consumer in preparation for discharge (modifying goals, assessing progress, planning transitions, and addressing other needs, as appropriate after discharge to the community).

<sup>7</sup> H0046HT Mental Health Service – Treatment Planning Institution (MHS-TPI), ACT procedure code should be used instead of Assertive Community Treatment (ACT) procedure code when an ACT provider visits a consumer in the hospital or other institutional setting for the purpose of mental health service plan development for the consumer in preparation for discharge.

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
	(MHS-TPI) - CBI <sup>8</sup>				
			32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
			56-Psych. Residential Treatment Center	N	
	H0037 <sup>9</sup>		53-Community MH center	N	144.77 / Day
	Community Psychiatric Supportive Treatment Program – Rehab/Day Services (1 day at least 3 hours)				

Refer to Section 9.6 of MHRS Provider Authorization and Billing Manual for definitions of Place of Service (POS) codes.

<sup>8</sup> H0046HTHA Mental Health Service – Treatment Planning Institution (MHS-TPI), CBI procedure code should be used instead of Community Based Intervention (CBI) procedure code when a CBI provider visits a consumer in the hospital or other institutional setting for the purpose of mental health service plan development for the consumer in preparation for discharge.

<sup>9</sup> H0037 Community Psychiatric Supportive Treatment Program-Rehab/Day Services (CPS-Rehab/Day) is a community day treatment program provided to a consumer 30-60 days prior to discharge from a hospital or other institutional setting as part of the community integration plan to acclimate the consumer to community living.

**SECTION C**

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

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## **SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 GENERAL REQUIREMENTS**

Providers shall provide Mental Health Rehabilitative Services to DMH Consumers referred to Providers and ordered by DMH by means of Purchase Orders issued under a Human Care Agreement.

### **C.2 DEFINITIONS**

- C.2.1** Assertive Community Treatment (ACT) - intensive, integrated rehabilitative, crisis, treatment, and mental health rehabilitative community support provided by an interdisciplinary team to children and youth with serious emotional disturbance and to adults with serious and persistent mental illness by an interdisciplinary team. ACT is provided with dedicated staff time and specific staff to Consumer ratios. Service coverage by the ACT team is required twenty-four (24) hours per day, seven (7) days per week. ACT is a specialty service. 22A DCMR § 3499.1
- C.2.2** CMS - the Center for Medicare and Medicaid Services, formerly the Health Care Financing Administration (HCFA)
- C.2.3** Certification - the written authorization from DMH allowing an entity to provide specified mental health services and mental health supports.
- C.2.4** Community-Based Intervention (CBI) - Time-limited, intensive mental health services delivered to children and youth ages six (6) through twenty-one (21) and intended to prevent the utilization of an out-of-home therapeutic resource or a detention of the Consumer. CBI is primarily focused on the development of Consumer skills to promote behavior change in the child or youth's natural environment and empower the child or youth to cope with his or her emotional disturbance. 22A DCMR § 3499.1
- C.2.5** Community Support - rehabilitation and environmental support considered essential to assist a Consumer in achieving rehabilitation and recovery goals. Community support services focus on building and maintaining a therapeutic relationship with the Consumer. Community Support is a core service. 22A DCMR § 3499.1
- C.2.6** Consumer - Adults, children, or youth who seek or receive mental health services or mental health supports funded or regulated by DMH. D.C. Official Code § 7-1131.02 (2)
- C.2.7** Core Services - the four categories of MHRS: Diagnostic/Assessment, Medication/Somatic Treatment, Counseling, and Community Support.

- C.2.8** Core Services Agency (CSA) – A community-based provider of mental health services and mental health supports that is certified by DMH and that acts as a clinical home for Consumers of mental health services by providing a single point of access and accountability for diagnostic assessment, medication-somatic treatment, counseling and psychotherapy, community support services, and access to other needed services. D.C. Official Code § 7-1131.02 (3). A CSA shall provide at least one core service directly and may provide up to three core services via agreement with a subprovider. A CSA may provide specialty services directly if certified by DMH as a subprovider. However, a CSA shall also offer specialty services via an affiliation agreement with all specialty providers.
- C.2.9** Counseling - individual, group, or family face-to-face services for symptom and behavior management, development, restoration, or enhancement of adaptive behaviors and skills, and enhancement or maintenance of daily living skills. Mental health supports and consultation services provided to Consumer's families are reimbursable only when such services and supports are directed exclusively to the well-being and benefit of the Consumer. Counseling is a core service. 22A DCMR § 3499.1
- C.2.10** Crisis/Emergency - face-to-face or telephone immediate response to an emergency situation involving a Consumer with mental illness or emotional disturbance that is available twenty-four (24) hours per day, seven (7) days per week. Crisis/Emergency services are provided to Consumers involved in active mental health crisis and consist of immediate response to evaluate and screen the presenting mental health situation, assist in immediate crisis stabilization and resolution and ensure the Consumer's access to mental health care at the appropriate level. Crisis/Emergency is a specialty service. 22A DCMR § 3499.1
- C.2.11** DMH - District of Columbia Department of Mental Health, the successor in interest to the District Commission on Mental Health Services.
- C.2.12** Director - the Chief Executive and Administrative Officer of DMH.
- C.2.13** District State Medicaid Plan - the plan developed by the District, approved by HCFA (now known as CMS) and administered by the DHCF pursuant to District Code §1-359(b) and Title XIX of the Social Security Act as added July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*), as amended. The program operated in accordance with the District State Medicaid Plan is referred to as the "Medicaid" or "Medical Assistance" program.
- C.2.14** DSM-IV - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9).
- C.2.15** DCMR - District of Columbia Municipal Regulations

- C.2.16** DHCF - District of Columbia Department of Health Care Finance
- C.2.17** Diagnostic/Assessment - Intensive clinical and functional evaluation of a Consumer's mental health condition that results in the issuance of a Diagnostic/Assessment report with recommendations for service delivery and may provide the basis for the development of the IRP. A Diagnostic/Assessment shall determine whether the Consumer is appropriate for and can benefit from MHRS, based upon the Consumer's diagnosis, presenting problems and recovery goals. Diagnostic/Assessment is a core service. 22A DCMR 3499.1. This may include behavioral health screening to determine eligibility for admission to a treatment program.
- C.2.18** Diagnostic/Assessment report - The report prepared by the Diagnostic/Assessment team that summarizes the results of the Diagnostic/Assessment service and includes recommendations for service delivery. The Diagnostic/Assessment report is used to initiate the IRP and, if necessary, the ISSP. 22A DCMR 3499.1.
- C.2.19** Director/ACCO - DMH Director, Contracts and Procurement/Agency Chief Contracting Officer. See Section G.5, below. The terms Director/ACCO and Contracting Officer are used interchangeably in this solicitation.
- C.2.20** FFP - Federal financial participation, the federal government's share of Medicaid expenditures made in connection with the provision of MHRS in accordance with the District of Columbia Medicaid program.
- C.2.21** Governing authority - the designated individuals or governing body legally responsible for conducting the affairs of the Provider.
- C.2.22** Human Care Agreement - the written agreement entered into by the DMH-certified MHRS provider and DMH which describes how the parties will work together. 22A DCMR § 3499.1
- C.2.23** Individual Recovery Plan (IRP) - An individualized recovery plan for adult Consumers, which is the result of the Diagnostic/Assessment. The IRP is maintained by the Consumer's CSA. The IRP includes the Consumer's treatment goals, strengths, challenges, objectives, and interventions. The IRP is based on the Consumer's identified needs as reflected by the Diagnostic/Assessment, the Consumer's expressed needs, and referral information. The IRP shall include a statement of the specific, individualized objectives of each intervention, a description of the interventions, and specify the frequency, duration, and scope of each intervention activity. The IRP also includes the ISSP developed by sub-providers and Specialty providers involved in providing services to the Consumer.

The IRP is the authorization of treatment, based upon certification that MHRS are medically necessary by an approving practitioner. 22A DCMR 3499.1.

- C.2.24** Individualized Service Specific Plan (ISSP) - The individualized service specific plan developed by an MHRS provider providing Medication/Somatic Treatment, Counseling and Psychotherapy, Community Support, Rehabilitation, Intensive Day Treatment, CBI, or ACT. (See 22A DCMR 3499.1). The ISSP shall be consistent with the IRP and specify the qualified practitioner designated to deliver the MHRS, and the frequency, duration, and scope of the MHRS. 22A DCMR 3499.1
- C.2.25** Intensive Day Treatment - a structured, intensive, and coordinated acute treatment program that serves as an alternative to acute inpatient treatment or as a step-down service from inpatient care, rendered by an inter-disciplinary team to provide stabilization of psychiatric impairments. Its duration is time-limited. Intensive Day Treatment is provided in an ambulatory setting. Intensive Day Treatment is a specialty service. 22A DCMR § 3499.1
- C.2.26** Licensure/Certification Application - the application and supporting materials prepared and submitted to the District requesting licensure certification to provide certain mental health services and mental health supports.
- C.2.27** Medication/Somatic Treatment - medical interventions, including physical examinations, prescription, supervision or administration of mental health related medications, monitoring and interpreting the results of laboratory diagnostic procedures related to mental health-related medications, and medical interventions needed for effective mental health treatment provided as either an individual or group intervention. Medication/Somatic Treatment is a core service. 22A DCMR § 3499.1
- C.2.28** Mental Health Rehabilitative Services (MHRS) - Mental health rehabilitative or palliative services provided by a DMH-certified community mental health provider to Consumers in accordance with the District of Columbia State Medicaid Plan, the DHCF/DMH Interagency Agreement, and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1
- C.2.29** MHRS provider - an organization certified by DMH to provide MHRS. MHRS provider includes CSAs, sub-providers, and specialty providers. 22A DCMR § 3499.1
- C.2.30** Medicaid or Medical Assistance - the program described in the District State Medicaid Plan, approved by HCFA and administered by the DHCF pursuant to District Code § 1-359(b) and Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. § 1396a *et seq.*)

- C.2.31** Mental illness - means a substantial disorder of thought, mood, perception, orientation, or memory that grossly impairs judgment, behavior, capacity to recognize reality, or ability to meet the ordinary demands of life.
- C.2.32** MMCP - Medicaid Managed Care Plan. A MMCP is a health maintenance organization and/or qualified health plan that provides healthcare to specified Medical Assistance recipients enrolled in the District Managed Care Program.
- C.2.32** Provider - an individual or organization licensed and/or certified by DMH to provide mental health services and mental health supports. Provider is also used in this Agreement to refer to the entity to which a Human Care Agreement has been awarded.
- C.2.34** Rehabilitation/Day Services - a structured, clinical program intended to develop skills and foster social role integration through a range of social, psychoeducational, behavioral, and cognitive mental health interventions. Rehabilitation/Day Services are curriculum-driven and psycho-educational and assist the Consumer in the retention, or restoration of community living, socialization, and adaptive skills. Rehabilitation Day Services include cognitive behavioral interventions and diagnostic, psychiatric, rehabilitative, psychosocial, counseling, and adjunctive treatment. Rehabilitation/Day Services are offered most often in group settings. Rehabilitation/Day Services is a specialty service. 22A DCMR § 3499.1
- C.2.35** Social Security Act - 49 Stat. 620 (1935); 42 U.S.C. § 301, *et seq.*, as amended
- C.2.36** Specialty Provider - a Provider or individual certified by the District to provide Specialty Services either directly or through separate agreement. Each Specialty Provider shall enter into an Affiliation Agreement with all Core Services Agencies.
- C.2.37** Specialty Services - Assertive Community Treatment, Community-Based Intervention, Crisis Intervention/Emergency, Intensive Day Treatment and Rehabilitation.
- C.2.38** Standard Forms - Form Agreements approved by DMH for use by a Core Services Agency to document the Core Services Agency's relationship with Subproviders, Specialty Providers and/or Subproviders. Standard Forms also include the Agreement, the Certification Application, the Certification readiness and survey instruments and other District-generated forms and documents.
- C.2.39** Subprovider - a licensed independent practitioner qualified to provide MHRS in the District. A Subprovider may provide one or more Core Service(s) under contract with a Core Services Agency. A Subprovider may also provide Specialty Service(s) under separate agreement with a Specialty Provider.

**C.2.40** Subprovider Agreement - an agreement in the form approved by the District by and between an MHRS Provider and a Subprovider that describes how they will work together to benefit a Consumer.

**C.2.41** Subprovider - an entity certified by the District to provide one or more Core Service(s) through an Affiliation Agreement with a Core Services Agency.

**C.2.42** Title XIX - Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*) as amended from time to time. Title XIX contains the federal requirements for the Medicaid program.

**C.3** **APPLICABLE DOCUMENTS**

**C.3.1** Providers shall at all times provide services in accordance with the following:

Item No.	Document Type	Title	Date
1	Order, <i>Dixon, et al. v. Fenty, et al., CA 74-285 (TFH)</i>	Dixon Consent Order	12/12/03
2	20 U.S.C. §§ 1400 <i>et seq.</i>	Individuals with Disabilities Education Act (IDEA), as amended	2001
3	29 U.S.C. §§ 791 <i>et seq.</i>	Rehabilitation Act of 1973, Section 504, as amended	2001
4	31 U.S.C. § 3729-3733 <i>et seq.</i>	False Claims Act, as amended	2001
5	42 U.S.C. §§ 1320d <i>et seq.</i> and 45 C.F.R. parts 160-164.	Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA), as amended, and its implementing regulations	2001
6	42 U.S.C. 1396a <i>et seq.</i> (§§ 6031- 6032 of the Deficit Reduction act, codified at §1902(a)(68) of the Social Security Act)	Deficit Reduction Act, as amended	2005
7	42 U.S.C. §§ 12101 <i>et seq.</i>	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001

8	D.C. Official Code §§ 2-301.01 <i>et seq.</i>	The Procurement Practices Act of 1985, as amended	2001
9	D.C. Official Code §§ 2-303.06a <i>et seq.</i> , and 27 DCMR §§ 1905 <i>et seq.</i>	The Human Care Contract Amendment Act of 2000, as amended, and its implementing regulations	2001
10	D.C. Official Code §§ 2-1402.11 <i>et seq.</i>	District of Columbia Human Rights Act of 1977, as amended	2001
11	D.C. Official Code Title VII, Chapter 11A	The Department of Mental Health Establishment Act, as amended	2001
12	D.C. Official Code Title VII, Chapter 12	Mental Health Information Act, as amended	2001
13	D.C. Official Code § 21-501 <i>et seq.</i>	Hospitalization of the Mentally Ill Act (the Ervin Act)	2001
14	42 U.S.C. ch. 7, 42 C.F.R. Chapter IV, subchapter C, and 29 DCMR Chapters 9 and 52	Social Security Act, Title II, Chapter XIX, as amended, and its implementing regulations	2001
15	Chapter 35, Title 16 of the DCMR	Mental Health Provider Certification Infractions	2005
16	Chapter 34, Title 22A of the DCMR	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
17	Chapter 52 of Title 29, DCMR	Medicaid Reimbursement for Mental Health Rehabilitative Services	2005
	Any other statute, regulation or rule governing Medicaid, promulgated by the federal or District government, that applies to the provision of the services outlined in this Agreement.		

**C.3.2 Access to Online Documents**

**C.3.2.1** The United States Code (U.S.C.) is available online on the website of the Government Printing Office, GPO Access, [www.gpoaccess.gov/USCODE/index.html](http://www.gpoaccess.gov/USCODE/index.html).

**C.3.2.2** The D.C. Code is available online on the website of the Council of the District of Columbia, [www.dccouncil.us](http://www.dccouncil.us).

**C.3.2.3** The Code of Federal Regulations (C.F.R.) is available online on the website of the Government Printing Office, GPO Access, [www.gpoaccess.gov/cfr/index.html](http://www.gpoaccess.gov/cfr/index.html).

**C.3.2.4** The DCMR is available on the website of the Office of the Secretary of the District of Columbia, [os.dc.gov](http://os.dc.gov), as is the D.C. Register, in which amendments to the DCMR are published.

**C.4 PROVIDER REQUIREMENTS**

**C.4.1 Diagnostic/Assessment**

Provider shall provide Diagnostic/Assessment services in accordance with 22A DCMR §§ 3415, 3424 and 29 DCMR § 5202, as ordered by Purchase Orders issued under this Agreement. This may include behavioral health screening to determine eligibility for admission to a treatment program (Intake Assessment).

**C.4.2 Medication/Somatic Treatment-Individual**

Provider shall provide Medication/Somatic Treatment-Individual services in accordance with 22A DCMR §§ 3416, 3424 and 29 DCMR § 5203, as ordered by Purchase Orders issued under this Agreement.

**C.4.3 Medication/Somatic Treatment-Group**

Provider shall Medication/Somatic Treatment-Group services in accordance with 22A DCMR §§ 3416, 3424 and 29 DCMR § 5203, as ordered by Purchase Orders issued under this Agreement.

**C.4.4 Counseling-Individual On-Site**

Provider shall provide Counseling-Individual On-Site services in accordance with 22A DCMR §§ 3417, 3424 and 29 DCMR § 5204, as ordered by Purchase Orders issued under this Agreement.

**C.4.5 Counseling- Individual Off-Site**

Provider shall provide Counseling-Individual On-Site services in accordance with 22A DCMR §§ 3417, 3424 and 29 DCMR § 5204, as ordered by Purchase Orders issued under this Agreement.

**C.4.6 Counseling-Group**

Provider shall provide Counseling-Group services in accordance with 22A DCMR §§ 3417, 3424 and 29 DCMR § 5204, as ordered by Purchase Orders issued under this Agreement.

**C.4.7 Community Support- Individual**

Provider shall provide Community Support- Individual services in accordance with 22A DCMR §§ 3418, 3424 and 29 DCMR § 5205, as ordered by Purchase Orders issued under this Agreement.

**C.4.8 Community Support-Group**

Provider shall provide Community Support-Group services in accordance with 22A DCMR §§ 3418 and 3424 and 29 DCMR § 5205, as ordered by Purchase Orders issued under this Agreement.

**C.4.9 Crisis/Emergency**

Provider shall provide Crisis/Emergency services in accordance with 22A DCMR §§ 3419, 3424 and 29 DMCR § 5206, as ordered by Purchase Orders issued under this Agreement.

**C.4.10 Rehabilitation (Day Services)**

Provider shall provide Rehabilitation (Day Services) services in accordance with 22A DCMR §§ 3420, 3424 and 29 DCMR § 5207, as ordered by Purchase Orders issued under this Agreement.

**C.4.11 Intensive Day Treatment**

Provider shall provide Intensive Day Treatment services in accordance with 22A DCMR §§ 3421, 3424 and 29 DCMR § 5208, as ordered by Purchase Orders issued under this Agreement.

**C.4.12 Community-Based Intervention**

Provider shall provide Community-Based Intervention services in accordance with 22A DCMR §§ 3422, 3424 and 29 DCMR § 5209, as ordered by Purchase Orders issued under this Agreement.

**C.4.13 Assertive Community Treatment**

Provider shall provide Assertive Community Treatment services in accordance with 22A DCMR §§ 3423, 3424 and 29 DCMR § 5210, as ordered by Purchase Orders issued under this Agreement.

**C.5 MHRS/CORE SERVICES AGENCY REQUIREMENTS**

**C.5.1** All Providers certified by DMH as CSAs shall abide by the requirements of the Hospitalization of the Mentally Ill Act (the Ervin Act), D.C. Official Code § 21-501 *et seq.*, including, but not limited to, the following:

**C.5.1.1** To notify DMH when a Consumer with a voluntary legal status requests his or her discharge from treatment, consistent with D.C. Official Code § 21-512;

**C.5.1.2** To ensure that Consumers who are court committed, pursuant to D.C. Official Code § 21-545 or § 21-545.01, to DMH (or its predecessor agency, Commission on Mental Health Services), receive timely review of their commitment status as required by D.C. Official Code § 21-546 and that copies of the commitment review reports are submitted to DMH as required by DMH policy, rules or regulations; and

**C.5.1.3** To ensure that the requirements of the Ervin Act regarding transfer of Consumers receiving outpatient or community based services who are court committed, pursuant to D.C. Official Code § 21-545 or § 21-545.01, to DMH (or its predecessor agency, Commission on Mental Health Services), to inpatient or hospital based services, including but not limited to preparation and submission of the required notification to the court within 24 hours of the transfer from outpatient treatment to inpatient treatment, as required by D.C. Official Code § 21-548 and related court and DMH policies, rules or regulations.

**C.5.2 Cooperation with the District's Medicaid Managed Care Programs**

**C.5.2.1** Provider shall cooperate with Medicaid Managed Care Plans ("MMCPs") which enter into contracts with the DHCF to provide Medicaid Services to Consumers participating the District's Medicaid managed care programs. The scope of that cooperation shall include, but not be limited to:

**C.5.2.1.1** Service delivery protocols;

- C.5.2.1.2 Quality assurance;
  - C.5.2.1.3 Utilization review;
  - C.5.2.1.4 Record-keeping and reporting;
  - C.5.2.1.5 Clinical management and program coordination; and
  - C.5.2.1.6 Other activities specified by DMH through memoranda of agreement with each MMCP and those identified in the contracts between the DHCF and its MMCP's ("DHCF/MMCP Contracts").
- C.5.2.2 Provider shall request that the Subprovider and Specialty Providers with which Provider agreements provide the same scope of cooperation to the MMCP's.

**\*\*\* END OF SECTION C \*\*\***

**SECTION D**

**PACKAGING AND MARKING**

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**SECTION D: PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING**

The packaging and marking requirements for the resultant Human Care Agreement shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts, dated March 2007, Attachment J.2

**D.2 POSTAGE AND MAILING FEES**

Provider shall be responsible for all posting and mailing fees incurred in connection with performance under this Human Care Agreement.

**\*\*\* END OF SECTION D \*\*\***

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

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## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 GENERAL PROVISIONS**

The inspection and acceptance requirements for the Human Care Agreement shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts, dated March 2007, Attachment J.2.

### **E.2 CONSEQUENCES OF PROVIDER'S FAILURE TO PERFORM REQUIRED SERVICES**

**E.2.1** In addition to the provisions outlined in Clause 8 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, Attachment J.2 to this Agreement, and consistent with other provisions outlined in this Human Care Agreement, if DMH determines that Provider has failed to comply with any applicable federal or District law or regulation, specifically any law, regulation, or order that prohibits discrimination on the basis of race, age, sex, national origin, marital status, or physical or mental handicap, DMH may take any or all of the following actions:

**E.2.1.1** Withhold all or part of the Providers' payments; and/or

**E.2.1.2** Terminate the Agreement within ninety (90) days from date of notice to the Provider.

**E.2.2** DMH shall provide written notice of any action to the Provider, which shall include:

**E.2.2.1** Identification of the sanction to be applied;

**E.2.2.2** The basis for DMH's determination that the sanction should be imposed;

**E.2.2.3** The effective date of the sanction; and

**E.2.2.4** The timeframe and procedure for Provider to appeal DMH's determination, if applicable.

**E.2.3** DMH may terminate this Agreement with at least ninety (90) days written notice to Provider if Provider fails to comply with the terms of the Agreement, and/or any applicable law or regulation of the District or the United States regarding mental health services and mental health supports.

- E.2.4** DMH may terminate this Agreement immediately if:
- E.2.4.1** The United States Department of Health and Human Services withdraws FFP in whole or part for the cost of covered services; or
  - E.2.4.2** Appropriated funds are unavailable for the continuation of this Agreement.

**\*\*\* END OF SECTION E \*\*\***

**SECTION F**

**DELIVERIES OR PERFORMANCE**

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## **SECTION F: DELIVERIES OR PERFORMANCE**

### **F.1 PERIOD OF PERFORMANCE/TERM OF HUMAN CARE AGREEMENT**

The Period of Performance of the Agreement shall be from the Date of Award through one (1) year thereafter.

### **F.2 OPTION TO EXTEND THE TERM OF THE HUMAN CARE AGREEMENT**

**F.2.1** The District may extend the term of this Human Care Agreement for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Provider before the expiration of the Human Care Agreement; provided that the District shall give the Provider a preliminary written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the Human Care Agreement.

**F.2.2** If the District exercises this option, the extended Human Care Agreement shall be considered to include this option provision.

**F.2.3** The price for the option period shall be as specified in the Human Care Agreement.

**F.2.4** The total duration of this Human Care Agreement, including the exercise of any options under this clause, shall not exceed five (5) years.

### **F.3 REPORTING AND DATA REQUIREMENTS**

**F.3.1** Provider shall provide such information as required by DMH, including but not limited to such information as necessary to achieve:

**F.3.1.1** Timely and accurate eligibility and benefits determination;

**F.3.1.2** Timely and accurate claims submission, posting and payment;

**F.3.1.3** Comprehensive decision support for operational and administrative analysis;

**F.3.1.4** Management and oversight of generally-accepted accounting principles, processes and reporting; and

**F.3.1.5** Contract management, tracking and administration.

- F.3.2** Provider shall report all unusual incidents in accordance with DMH laws and policies, including but not limited to DMH Policy 480.1.
- F.3.3** Provider shall provide DMH with all information reasonably necessary to permit DMH to:
- (a) Monitor and evaluate Provider's compliance with the terms of this Agreement including, but not limited to conducting Medicaid compliance reviews, ensuring quality, effectiveness and efficiency of services and ensuring the accuracy of claims submitted for reimbursement under this Agreement;
  - (b) Verify the costs of services, including all administrative, direct and indirect costs, are being properly computed;
  - (c) Verify the sources and amount of all income received by Provider for services provided under this Agreement and service similar to those provided under this Agreement;
  - (d) Investigate alleged misuse of funds provided under this Agreement; and
  - (e) Permit DMH to perform its duties under applicable requirements.
- F.3.4** Provider shall, at the direction of DMH, make available to DMH any and all information (oral, documentary, electronic, or any other format) necessary to satisfy any reporting obligations of DMH in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH). Provider shall provide such information in the form required by DMH and within the timeframes required by DMH. Failure to provide timely and adequate information may subject the provider to any and all contractual remedies contained herein, including but not limited to suspension of payments to the provider until such time as the required information is produced.
- F.3.5** Provider shall not be required to provide proprietary information unless such information is required to be provided under applicable law.
- F.3.6** Except under circumstances provided herein, requested information shall be produced by Provider during ordinary business hours and DMH shall provide reasonable notice of the time and date of the visit.
- F.3.7** DMH may obtain immediate access to information without prior notice including access to staff, individual Consumer records and accounts, under any of the following circumstances:
- (a) Such information is reasonably related to allegations of abuse or neglect of a member being investigated by DMH of any other relevant party;
  - (b) To prevent imminent harm to Consumers;

(c) When DMH reasonably believes that immediate access is essential to prevent removal or destruction of property or records required to be maintained under this Agreement; or

(d) When DMH reasonably believes that there are substantial violations of Consumer rights because of actions of Provider.

**F.3.8** Upon request of DMH, Provider shall provide DMH with the most recent versions of the following documents:

(a) Articles of Incorporation and By-Laws of the Provider;

(b) Evidence of certification as required under applicable requirements; and

(c) Risk Management procedures.

**F.3.9** Provider shall provide to DMH evidence of any change in its organizational structure, business or service address within ten (10) days of such change.

**F.3.10** Consistent with the contractual remedies provided for in this Agreement, reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information or report listed below, or does not allow access in accordance with the terms of this Agreement, except that reimbursement may only be suspended until such information is furnished or access to information is permitted:

(a) Timely and accurate billing information, or any other information related to claims;

(b) Any report required by this Agreement;

(c) Evidence of insurance coverage required by this Agreement;

(d) Claims shall be submitted in the specified electronic format.

(e) Any reports required under the Certification Standards including, but not limited to audits required by 22 DCMR § 3411.9.

**F.3.11** No reimbursement shall be withheld by DMH for failure to file a required report unless DMH has given Provider notice of DMH's intent to withhold reimbursement and a description of the overdue report. Written notice shall be given to Provider not less than ten (10) working days prior to the withholding of the reimbursement. Reimbursement shall only be suspended until such information is furnished or access is permitted unless there is some other basis for withholding reimbursement as provided for in this Agreement.

**F.4**

**PROVIDER NOTICE REGARDING LATE PERFORMANCE**

In the event the Provider anticipates or encounters difficulty in complying with the terms and conditions as stated in this Human Care Agreement, or in meeting any other requirements set forth in this Human Care Agreement, the Provider shall immediately notify the Director/ACCO in writing giving full detail as to the rationale for the late delivery and why the Provider should be granted an extension of time, if any. Receipt of the Provider's notification shall in no way be construed as an acceptance or waiver by the District.

**\*\*\* END OF SECTION F \*\*\***

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## **SECTION G: CONTRACT ADMINISTRATION DATA**

### **G.1 BILLING AND PAYMENT**

#### **G.1.1 Claims Payment**

**G.1.1.1** DMH, through the Memorandum of Understanding Between Department of Health, Department of Health Care Finance and Department of Mental Health, has been delegated the authority to reimburse providers of MRO services in accordance with federal and District laws and rules, and the MRO State Plan Amendment (SPA), effective as of February 13, 2002.

**G.1.1.2** Upon execution of a Medicaid Provider Agreement with DHCF, DMH is authorized to accept and process claims for services rendered by qualified MHRS providers. Any MHRS claim for reimbursement on a fee-for-service basis shall be paid in accordance with the rates outlined in Schedule B-Pricing Schedule in Section B or this Agreement, as follows:

(a) Federal Financial Participation (FFP): Claims for the federal share of expenditures for MHRS services shall be adjudicated and reimbursed to the Provider in accordance with the MOU and the referenced SPA, and District and federal law and rules. Rework to include part of Medicaid claims for DHCF.

(b) Local Match: The non-federal share of expenditures for MHRS services of claims adjudicated (Local Match) shall be paid to the Provider for any covered services as described in the Certification Standards and the SPA and covered in Section C.4 of this Agreement.

**G.1.1.3** The non-federal share shall include any portion of the claim billed at the rate provided in 29 DCMR Chapter 52 or Purchase Orders entered into by and between DMH and the Provider which is not paid by Medicaid, equal to thirty percent (30%) of the total MHRS claim, except if the claim is rejected for cause, including but not limited to claims submitted by fraud, improperly documented claims, untimely claims, or for failure to comply with any requirements of 22 DCMR Chapter 34, 29 DCMR Chapter 52, or in violation of any other provision of District or federal law.

**G.1.1.4** If a claim submitted for MHRS services provided to a Medicaid eligible Consumer is rejected for any of the foregoing reasons, or for any other stated reason, the Provider shall not be entitled to payment.

**G.1.1.5** If a claim is submitted and any portion of the reimbursement amount has been paid by DMH but is subsequently rejected in accordance with in G.1.1.4, above, any future payment to the Provider by DMH shall be offset by the full amount of the claim.

**G.1.1.6** If a claim has been reimbursed by DMH and subsequently deemed ineligible for payment as a MHRS service through any audit or other compliance or performance metric, any future payment to the Provider by DMH shall be offset by the full amount of the claim.

**G.1.2 Medicaid-Ineligible Consumers**

**G.1.2.1** Prior to billing DMH for any services, Provider is first obligated to exhaust all third party coverage except for Medicaid, before a claim is submitted to DMH for payment. Submission of a claim for payment for any Consumer is a representation that the Provider has exhausted all other avenues of payment except for Medicaid, including the Consumer's ability to self-pay. Provider is obligated to verify Medicaid eligibility, and enroll each Medicaid eligible Consumer in D.C. Medicaid at the time that the Provider begins providing services to DMH Consumers.

**G.1.2.2** DMH shall pay to the Provider one hundred percent (100%) of the amount set forth in 29 DCMR Chapter 52, for any MHRS service provided to any Consumer who is not Medicaid eligible at the time of service, subject to limitations set forth in the Purchase Order. DMH shall reimburse Provider for properly completed claims for MHRS services provided in accordance with the Consumer's IRP/IPC, which are submitted to DMH in compliance with DMH claims processing procedures. In no event shall such amount exceed the amount of the Purchase Order.

**G.1.3 Claims Submission Requirements**

**G.1.3.1** All claims must be submitted electronically using the eCura system. eCura's NSF file layout is based on QuickLink Statewide Health Network Electronic Media Claims National Standard Format, National Version 02.00, Local Version 02.00. More detailed information on each record type can be found there. Claims must conform to a format that is currently specified, accepted, and supported by DMH consistent with the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act (HIPAA).

**G.1.3.2** When a specific service is rendered multiple times in a single day, the service must be billed using multiple units rather than as separate line items.

**G.1.3.3** The Authorization Plan number produced by eCura must be submitted within the claim. The Authorization Plan number will be used to evaluate the dates of service, procedure code, and rendering provider on the claim against what was submitted on the authorization plan.

- G.1.3.4** For a list of services that cannot be billed on the same date of service, please see the table in Section 6.4.3, Service Combination Authorization Limitations, in the Provider Manual.
- G.1.3.5** Except as otherwise permitted under applicable requirements, MHRS Medicaid will be reimbursed if submitted at a time which allows DMH to submit such claims to DHCF within 300 days from the date service was rendered.
- G.1.4** Reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information required in Sections G.1 through G.4 of this Agreement.
- G.1.5** Payment from DMH for any covered MHRS constitutes payment in full. Provider may not bill the Consumer for any difference between DMH's payment and Provider's charge for any covered MHRS. Provider may not charge the Consumer any co-payment, cost-sharing or similar charge. Provider may not charge the Consumer any down payment whatsoever.
- G.1.6** Provider may only bill the Consumer for services not covered by the Medicaid program, including any MHRS requiring prior authorization which has been denied by DMH, if the Consumer is aware of the Consumer's liability and still chooses to have the service(s) rendered. In such instances, Provider must advise the Consumer in writing of the Consumer's liability prior to rendering the service(s). Said writing shall be maintained in the Consumer's record.
- G.1.7** Provider shall use its best efforts to submit all claims to DMH within ninety (90) days of providing MHRS or within thirty (30) days after another payer has adjudicated a claim for the MHRS. Subject to applicable federal and District laws and regulations, any claim submitted after three hundred and sixty-five (365) days from the date MHRS were provided will be rejected by DMH as a nonreimbursable service. If a claim is denied because the submission was unacceptable or untimely, the Consumer shall not be billed for the MHRS.
- G.1.8** Provider understands and agrees that payments for MHRS provided pursuant to the Agreement are contingent upon the availability of public, non-federal matching funds and Medicaid FFP. If DMH, the DHCF the District, the federal government, or any other funding source at any time disapproves of or ceases to continue funding to DMH for payments due hereunder, the Agreement is terminated as of the date funding expires without notice or further obligation of DMH, except that, as soon as DMH is notified that funding shall cease, DMH will immediately provide written notice to Provider.
- G.1.9** Provider shall prepare and provide proper clinical documentation in accordance with applicable District and federal laws and regulations for all Consumer records to justify MHRS for which a claim is submitted for reimbursement.

- G.1.10** DMH shall not make reimbursement to the provider in excess of the total amount available on the Provider's - Purchase Order, unless such reimbursement is required under applicable law.
- G.1.11** In the event that Medicaid claims billing exceeds amounts allocated on the Providers Purchase order the District shall increase the Medicaid match and FFP allocation to sufficiently cover payable Medicaid claims.
- G.1.12** **Third Party Liability Recovery**
- G.1.12.1** Provider shall utilize and require its Subproviders to utilize, when available, covered medical and hospital services or payments from other public or private sources, including Medicare, prior to submitting a claim for MHRS to DMH.
- G.1.12.2** Provider shall insure that Medicaid coverage is maintained for all Medicaid-eligible Consumers for whom any claim for MHRS is submitted to DMH.
- G.1.12.3** Provider shall attempt to recover and shall require its Subproviders to attempt to recover monies from third party liability cases involving workers' compensation, accidental injury insurance and other subrogation of benefit settlements.
- G.1.12.4** DMH shall notify Provider of any reported third party payment sources.
- G.1.12.5** Provider shall verify third party payment sources directly, when appropriate.
- G.1.12.6** Payment of District and federal funds under the District State Medicaid Plan to Provider shall be conditioned upon the utilization of all benefits available from such payment sources.
- G.1.12.7** Each third party collection by Provider for a Medicaid recipient shall be reported to DMH, and all recovered monies shall be returned to DMH immediately upon recovery.

**G.2** **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

For contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No final payment shall be made to the Provider until the CFO has received the Director/ACCO's final determination or approval of waiver of the Provider's compliance with the First Source Employment Agreement requirements.

**G3**            **ASSIGNMENTS**

**G.3.1**            In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Provider may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution

**G.3.2**            Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

**G.3.3**            Notwithstanding an assignment of money claims pursuant to authority contained in the contract, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to: (name and address of assignee).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G.4**            **THIS SECTION IS RESERVED FOR FUTURE USE**

**G.5**                    **DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF  
CONTRACTING OFFICER (DIRECTOR/ACCO)**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Director/ACCO is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3171  
Fax: 202-671-3395

**G.6**                    **AUTHORIZED CHANGES BY THE DIRECTOR/ACCO**

- G.6.1**                The Director/ACCO is the only person authorized to approve changes in any of the requirements of this contract.
- G.6.2**                The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Director/ACCO.
- G.6.3**                In the event the Provider effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

**G.7**                    **CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- G.7.1**                The COTR is responsible for general administration of the Human Care Agreement, is appointed by the Director/ACCO and advising the Director/ACCO as to the Provider's compliance or noncompliance with the Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the Human Care Agreement, of ensuring that the work conforms to the requirements of this Human Care Agreement and such other responsibilities and authorities as may be specified in the Human Care Agreement. The COTR for this Human Care Agreement shall be:

Venida Hamilton, Director  
Office of Fiscal and Administrative Services  
Provider Relations

Department of Mental Health  
64 New York Avenue, NE  
Washington, DC 20002  
(202) 671-3155

- G.7.2** It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Human Care Agreement.
- G.7.3** Provider may be held fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.8** **THE QUICK PAYMENT CLAUSE**
- G.8.1** **Interest Penalties to Providers**
- G.8.1.1** To the extent not inconsistent with the provisions of Section G.1, the District shall pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
  - b) the 5th day after the required payment date for an agricultural commodity; or
  - c) the 15th day after the required payment date for any other item.
- G.8.1.2** Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.
- G.8.2** **Payments to Subproviders**
- G.8.2.1** The Provider must take one of the following actions within 7 days of receipt of any amount paid to the Provider by the District for work performed by any subprovider under a subprovider agreement:
- (a) Pay the subprovider for the proportionate share of the total payment received from the District that is attributable to the subprovider for work performed under the Human Care Agreement; or

(b) Notify the District and the subprovider, in writing, of the Provider's intention to withhold all or part of the subprovider's payment and state the reason for the nonpayment.

**G.8.2.2** The Provider must pay any lower-tier subprovider or supplier interest penalties on amounts due to the subProvider or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

- (a) the 3rd day after the required payment date for meat or a meat product;
- (b) the 5th day after the required payment date for an agricultural commodity; or
- (c) the 15th day after the required payment date for any other item.

**G.8.2.3** Any amount of an interest penalty which remains unpaid by the Provider at the end of any 30-day period shall be added to the principal amount of the debt to the subprovider and thereafter interest penalties shall accrue on the added amount.

**G.8.2.4** A dispute between the Provider and subprovider relating to the amounts or entitlement of a subprovider to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

**\*\*\* END OF SECTION G \*\*\***

**SECTION H**  
**SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS**

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## **SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS**

### **H.1 LIQUIDATED DAMAGES**

**H.1.1** When the Provider fails to perform the tasks required under this Human Care Agreement, DMH shall notify the Provider in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of \$ 100.00 per day per unavailable services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Provider shall be implemented after the expiration of the cure period and until such time that the Provider has cured its deficiencies and is able to satisfactorily perform the tasks required under this Human Care Agreement for a maximum of thirty (30) Business Days.

**H.1.2** When the Provider is unable to cure its deficiencies in a timely manner and DMH requires a replacement Provider to perform the required services, the Provider shall be liable for Liquidated Damages accruing until the time DMH is able to award said Human Care Agreement to a qualified responsive and responsible Provider. Additionally, if the Provider is found to be in default of said Human Care Agreement under the Default Clause of the Standard Contract Provisions, the original Provider is completely liable for any and all total cost differences between their Human Care Agreement and the new Human Care Agreement awarded by DMH to the replacement Provider.

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Provider shall be bound by the Wage Determination No. 2005-2104, Revision No. 10, dated 5/26/09, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this Agreement. The Provider shall be bound by the wage rates for the term of the Human Care Agreement. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Director/ACCO for the option obtains a revised wage determination, that determination is applicable for the option periods; the Provider may be entitled to an equitable adjustment.

### **H.3 AUDITS, RECORDS, AND RECORD RETENTION**

**H.3.1** At any time or times before final payment and three (3) years thereafter, the Director/ACCO may have the Provider's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Director/ACCO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Provider by the District and an overpayment is found, the

Provider shall reimburse the District for said overpayment within thirty (30) days after written notification.

- H.3.2** The Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.3.3** The Provider shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.3.4** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Director/ACCO.
- H.3.5** Persons duly authorized by the Director/ACCO shall have full access to and the right to examine any of the Provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.3.6** The Provider shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- H.3.7** The provisions of this clause govern in preference to the provisions of Clause 18, Examination and Retention of Records, in the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, to the extent of any inconsistency.

**H.4** **PUBLICITY**

The Provider shall at all times obtain the prior written approval from the Director/ACCO before it, any of its officers, agents, employees or subprovider either during or after expiration or termination of the contract make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

**H.5**                    **CONFLICT OF INTEREST**

**H.5.1**                No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract.

**H.5.2**                By agreeing to enter into a Human Care Agreement, the Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the contract.

**H.6**                    **PRIVACY COMPLIANCE**

(1) Definitions

(a) "Business Associate" shall mean the Provider.

(b) "Covered Entity" shall mean Department of Mental Health.

(c) "Designated Record Set" shall mean:

1. A group of records maintained by or for Covered Entity that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;

(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or

(iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) "Individual" shall mean a person who qualifies as a personal representative.

(e) "Privacy Rules" shall mean the requirements and restrictions contained in Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.

(f) "Protected Health Information" shall mean limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) "Required By Law" shall have the same meaning as the term "required by law", except to the extent District of Columbia laws, including the Mental Health Information Act of 1978, have preemptive effect by operation of 45 CFR part 160, subpart B.

(h) "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subprovider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner to be determined, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner to be determined.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created

or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner to be determined, or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rules.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner to be determined, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Agreement, provided that such use or disclosure would not violate the Privacy Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rules if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by

Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subprovider or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Director/ACCO that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rules means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rules.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 8 (Default) and 16 (Termination for Convenience of the District) of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, effective March 2007, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rules.

H.7

**AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During performance under the Human Care Agreement, the Provider and any of its subproviders shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. *See 42 U.S.C. §12101 et seq.*

H.8

**SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED**

During the performance of the Human Care Agreement, the Provider and any of its subproviders shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. *See 29 U.S.C. § 794 et seq.*

**H.9**            **WAY TO WORK AMENDMENT ACT OF 2006**

- H.9.1**            Except as described in H.9.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.9.2**            The Provider shall pay its employees and subproviders who perform services under the contract no less than the current living wage rate.
- H.9.3**            The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subprovider to pay its employees who perform services under the contract no less than the current living wage rate.
- H.9.4**            The Department of Employment Services may adjust the living wage annually and the District’s Office of Contracting and Procurement shall publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov). If the living wage is adjusted during the term of the contract, the Provider shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Provider may be entitled to an equitable adjustment.
- H.9.5**            The Provider shall provide a copy of the Fact Sheet attached as J.10 to each employee and subProvider who performs services under the contract. The Provider shall also post the Notice attached as J.11 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subProvider to post the Notice in a conspicuous place in its place of business.
- H.9.6**            The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.9.7**            The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.

**H.9.9** The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**H.10** **PROVIDER LICENSE/CLEARANCES**

Provider shall maintain documentation that all staff possesses adequate training, qualifications and competence to perform the duties to which they are assigned and hold current licenses or certification as appropriate.

**H.11** **COST OF OPERATION**

Except as otherwise specified in this Agreement, Provider shall be responsible for all costs of operation under this Contract, including but not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

**H.12** **COMPLIANCE WITH CLAIMS SUBMISSION AND SERVICE DOCUMENTATION LAWS AND REGULATIONS**

During the performance of the Human Care Agreement, the Provider and any of its subproviders shall adhere to and cooperate with all mandates of the False Claims Act (see Section C.3, Applicable Documents) regarding documentation of services and claims submission, as well as all requirements of the Deficit Reduction Act (see Section C.3, Applicable Documents.)

**\*\*\* END OF SECTION H \*\*\***

**SECTION I**  
**HUMAN CARE AGREEMENT CLAUSES**

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## **SECTION I: HUMAN CARE AGREEMENT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.2), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Human Care Agreement(s) resulting from this solicitation.

### **I.2 HUMAN CARE AGREEMENTS THAT CROSS FISCAL YEARS**

Continuation of this Human Care Agreement beyond the fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

All information obtained by the Provider relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

Time, if stated in a number of days, shall include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### **I.5 OTHER CONTRACTORS OR PROVIDERS**

The Provider shall not commit or permit any act that shall interfere with the performance of work by another District Contractor or Provider or by any District employee.

### **I.6 FIRST SOURCE EMPLOYMENT AGREEMENT**

The Provider shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Provider throughout the entire duration of the Human Care Agreement, including option periods if any.

### **I.7 SUBCONTRACTS**

**I.7.1** Provider may enter into agreements with independent practitioners who are qualified mental health professionals for the provision of Core Services under the

Agreement. A Core Services Agency may also enter into Affiliation Agreements with mental health providers certified by the District to provide one or more Core Services ("Subproviders") and/or Specialty Services ("Specialty Providers"). All Core Services Agency contracts with Subproviders and Specialty Providers shall be prepared using District-approved forms (the "Standard Forms").

- I.7.2 Subproviders, including the owners, directors, trustees, officers, employees and agents, must not have been either terminated or suspended from the Medicaid program in the District, or any other state, for suspected or proven fraud or abuse.
- I.7.3 Provider shall not alter or amend the Standard Forms or the Agreement. Any alteration or amendment of either the Standard Forms or the Agreement immediately renders the Agreement void.
- I.7.4 Provider shall adhere to the provisions of 42 C.F.R. 431.51 "Free Choice of Providers" and 22 DCMR § 3406.
- I.7.5 All subcontracts or subprovider agreements, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this Human Care Agreement, and shall require the prior approval of the Director/ACCO in order to have any force and effect.
- I.7.6 Notwithstanding any such subcontractor approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

**I.8 HUMAN CARE AGREEMENTS IN EXCESS OF \$1 MILLION**

Any Human Care Agreement against which Purchase Orders are issued in excess of \$1,000,000.00 in a 12-month period shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Director/ACCO.

**I.9 CONTINUITY OF SERVICES**

- I.9.1 The Provider recognizes that the services provided under this Human Care Agreement are vital to the District of Columbia and must be continued without interruption and that, upon Human Care Agreement expiration or termination, a successor, either the District Government or another Provider, at the District's option, may continue to provide these services. To that end, the Provider agrees to:

- I.9.1.1 Furnish phase-out, phase-in (transition) training; and

**I.9.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10** **INSURANCE**

**I.10.1** The Provider shall obtain the minimum insurance coverage set forth below prior to award of the Human Care Agreement and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Human Care Agreement period.

**I.10.2** Bodily Injury: The Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

**I.10.3** Property Damage: The Provider shall carry property damage insurance of at least (\$20,000) per occurrence.

**I.10.4** Workers' Compensation: The Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Human Care Agreement, and the Provider agrees to comply at all times with the provisions of the workers' compensation laws of the District.

**I.10.5** Employer's Liability: The Provider shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

**I.10.6** Automobile Liability: The Provider shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Human Care Agreement. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

**I.10.7** Professional Liability: The Provider shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.

**I.10.8** Provider shall have or obtain and maintain throughout the term of this Agreement medical malpractice insurance of not less than one million dollars (\$1,000,000) for individual incidents and three million dollars (\$3,000,000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Agreement. Provider shall purchase a "tail" for the policy when: (a) Provider cancels or fails to renew the policy, or (b) this Agreement expires, whichever occurs first. Failure to maintain the malpractice insurance at any time during the term of this Agreement shall constitute default. A copy of all correspondence between the Provider and its malpractice insurer shall be sent to DMH.

**I.10.9** All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the Director/ACCO within ten (10) days of request by the District. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.11** **EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Provider who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Department of Small and Local Business Development, as applicable.

**I.12** **AGREEMENT MERGER CLAUSE**

This Human Care Agreement, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements are merged herein and shall not provide a basis for modifying or changing this written Human Care Agreement.

**I.13** **NOTICE**

**I.13.1** Any notice required pursuant to this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes:

**I.13.1.1** On the delivery date if delivered by confirmed fax;

**I.13.1.2** On the delivery date if delivered personally to the party to whom the notice is addressed;

**I.13.1.3** One (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or

**I.13.1.4** Five (5) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

**I.14            ORDER OF PRECEDENCE**

**I.14.1**            A conflict in language or any inconsistencies in this Agreement shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of priority the documents comprising this Agreement that are incorporated by reference and are a part of the Agreement:

**I.14.1.1**            Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH) (*Dixon* Consent Order)

**I.14.1.1**            Sections A through I of this Human Care Agreement

**I.14.1.2**            Executed Medicaid Provider Agreement

**I.14.1.3**            The Attachments contained in Section J

**I.14.1.4**            Purchase Order(s) issued under this Agreement

**\*\*\* END OF SECTION I \*\*\***

**PART I: THE SCHEDULE**  
**SECTION J**  
**WEB ADDRESSES FOR COMPLIANCE DOCUMENTS**

- J-1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (Double click on link") (27 PAGES)  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard Contract Provisions 0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)
- J-2 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES)  
[http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/DixonSettlement Agreement.pdf](http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/DixonSettlementAgreement.pdf)
- J-3 Tax Certification Affidavit (Double click on link) (1 PAGE)  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/TAX CERTIFICATION AFFIDAVIT.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf)
- J-4 Equal Employment Opportunity (EEO) Policy Statement (6 PAGES) (Double click on link)  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/eoo\\_compliance.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eoo_compliance.pdf)
- J-5 First Source Agreement (9 PAGES)  
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf)
- J-6 Wage Determination No. 2005-2103 (Revision 12) June 13, 2012 (10 PAGES)  
<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=12> (Double click on link)
- J-7 Bidder/Offeror Certification Form (See Attachment to FORM 1900)
- J-8 MHRS Fee Schedule (See attachments to FORM 1900 Contractor's Qualification Record)
- J-9 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) (2 PAGES)  
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf> (Double click on link)
- J.10 Department of Mental Health Policies and Rules <http://dmh1.dc.gov/node/240592>  
(Double click on link)
- J.11 Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) (18 PAGES)  
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL165.pdf>  
(Double click on link)
- J.12 MHRS Provider Authorization and Billing Manual (93 PAGES)  
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/TL134.pdf>  
(Double click on link)

**The Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated herein by reference.**

\*\*\* END OF SECTION J \*\*\*

**SECTION K****REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF  
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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS  
OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for proposals. (list names, titles, and telephone numbers of the authorized negotiators).

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

\_\_\_\_\_ a corporation incorporated under the laws of the State of

\_\_\_\_\_ an individual,

\_\_\_\_\_ a partnership

\_\_\_\_\_ a nonprofit organization, or

\_\_\_\_\_ a joint venture; or

(b) If the Offeror is a foreign entity, it operates as:

\_\_\_\_\_ an individual

\_\_\_\_\_ a joint venture, or

\_\_\_\_\_ a corporation registered for business in \_\_\_\_\_

(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL  
OPPORTUNITY OBLIGATIONS**

Mayor’s Order 85-85, “Compliance with Equal Opportunity Obligations in Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order.

**I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Contract.**

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

**Offeror \_\_\_ has \_\_\_ has not participated in a previous Contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed subcontractor. (The above representations need not be submitted in connection with Contracts or subcontracts, which are exempt from the Mayor’s Order.)**

**K.4 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 23 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7**

**[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies\\_and form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (Double click on link)**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the Standard Contract Provisions shall benefit from this Contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 may benefit from this contract. For each person listed, attach the affidavit required by Clause 13 of the Standard Contract Provisions.

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
- (1) The prices in the Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit an Offer, or
    - (iii) the methods or factors used to calculate the prices in the Offer;
  - (2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.
- (b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Offer, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- 
- (Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)**
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7            ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror acknowledges receipt of the following Amendments to the solicitation and related documents numbered and dated as follows:

<b>Amendment No.</b>	<b>Date</b>	<b>Name of Authorized Representative</b>	<b>Title of Authorized Representative</b>	<b>Signature of Authorized Representative</b>

**\*\*\*END OF SECTION K\*\*\***

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District intends to award a contract resulting from this solicitation to the responsive and responsible Offeror whose Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award a contract on the basis of initial Offer received, without discussion. Therefore, each initial Offer should contain the Contractor best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

**L.2.1** One original and four (4) copies of the written proposals shall be submitted in two parts, titled “**Technical Proposal**” and “**Price Proposal**”. Proposals shall be typewritten in 12 point Times New Roman font on 8.5” by 11” bond paper. **Telephonic, and facsimile proposals shall not be accepted.** Each proposal shall be submitted in a sealed envelope conspicuously marked “**Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)**”.

**L.2.2** Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. Offerors shall respond to each factor in a way that shall allow the District to evaluate the Offeror’s response. Offerors shall submit information in a clear, concise, factual and logical manner, providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

#### **L.2.3 Technical Proposal**

**L.2.3.1** The Technical Proposal shall be no more than 20 single-spaced pages, one side only. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and shall not review or evaluate such pages. Offeror shall address all of the requirements depicted in Section C – Scope of Work/ Deliverables.

**L.2.3.2** Offeror shall also complete the following documents and submit them along with its Technical Proposal:

RM-13-HCA-MHRS-BY4-SC  
Human Care Agreement Request for Qualifications  
Mental Health Rehabilitation Services

- L.2.3.2.1 Solicitation, Offer and Award form (See Section L.9, below);
- L.2.3.2.2 Attachment J.3 of this solicitation, Tax Certification Affidavit
- L.2.3.2.3 Attachment J.4 of this solicitation, Equal Employment Opportunity Form
- L.2.3.2.4 Attachment J.5 of this solicitation, First Source Agreement
- L.2.3.2.5 Attachment J.6 of this solicitation, Bidder/Offeror Certification Form
- L.2.3.2.6 Section K of this solicitation, Representations, Certifications and Other Statements of Offeror
- L.2.3.2.7 The names, address, phone numbers and e-mail addresses of at least, but no more than three (3) points of contact for whom Offeror has provided the same or similar services in the last three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)
- L.2.3.2.8 Any document required by Section C and Section L.19 of this solicitation.

**L.2.4 Price Proposal (Not Applicable to this HCA)**

- L.2.4.1 Offerors shall complete Section B, Pricing Schedule to include a detail supporting Budget Narrative to explain Pricing.

**L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.3.1 Proposal Submission**

Proposal must be submitted no later than **ONGOING BASIS to the following address AND CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER: RM-13-HCA-MHRS-BY4-SC in compliance with Section L.2:**

Government of the District of Columbia  
Department of Mental Health  
Contracting and Procurement Services  
64 New York Avenue, NE, 2<sup>nd</sup> Floor  
Washington, DC 20002  
Attn: Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date for receipt of proposals.

### **L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the Contractor can furnish evidence from the postal authorities of timely mailing.

### **L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.3.5 Late Proposals**

A late proposal, late modification or late request for withdrawal of an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the **Contact Person identified in Section A, Page One, Item #10 of this solicitation**. The prospective Offeror shall submit questions no later than **five (5) calendar days** prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than **five (5) calendar days** before the date set or submission of the proposals. The District shall furnish responses promptly

to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Mental Health, 64 New York Avenue, NE, 2<sup>nd</sup> Floor, Washington, DC 20002, Telephone (202) 671-3171/673-2145 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposals data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.

If, however, a Contract is awarded to this Offeror as a result of or in connection with the submission of this data, the District shall have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in Sheets (insert page numbers or other identification of Sheets).”

**L.6.2** Mark each Sheets of data it wishes to restrict with the following legend:

”Use or disclosure of data contained on the Sheet is subject to the restriction on the title page of this proposal.”

**L.7 PROPOSALS WITH OPTIONS YEARS**

The Offeror shall include option year prices in its Price proposal. An Offer may be determined to be unacceptable if it fails to include option year pricing.

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

## **L.9 SIGNING OF OFFERS**

The Offeror shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror's solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature (*e.g.* Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

## **L.10 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Contractor's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

**L.11            RETENTION OF PROPOSALS**

All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offeror.

**L.12            PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offeror in submitting proposals in response to this solicitation.

**L.13            ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

In addition to other proposal submission requirements, the Contractor must submit within ten (10) days of request an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.14            CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.12 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contract and Procurement Services  
64 New York Avenue, NE, 2<sup>nd</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
(202) 671-3395 – Fax  
[Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**L.15            ACKNOWLEDGMENT OF AMENDMENTS**

Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. An Offeror's failure to acknowledge an amendment may result in rejection of the Offer.

**L.16**            **BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written Best and Final Offers (BAFOs) at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the

Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

**L.17**            **KEY PERSONNEL**

The Offeror shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project, and shall identify the Project Manager who shall lead the day-to-day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) resumes of key personnel only are encouraged).

**L.18**            **ACCEPTANCE PERIOD**

The Offeror agrees that its Offer remains valid for a period of 120 days from the solicitation's closing date.

**L.19**            **LEGAL STATUS OF CONTRACTOR**

**L.19.1**           Offeror must provide as part of its proposal its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

**L.19.2**           Offeror must provide a copy with its proposal a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

**L.19.3**           If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

**L.20**            **FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which work is to be accomplished. Offerors shall not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.21**            **STANDARDS OF RESPONSIBILITY**

The Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the Offeror shall submit the documentation listed below, within five (5) days of the request by the District:

- L.21.1**        Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.21.2**        Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3**        Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4**        Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.21.5**        Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6**        Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.7**        If the Offeror fails to supply the information requested, the Director/ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be non-responsible.

**L.22**                    **OPTIONAL PRE-PROPOSAL CONFERENCE**

**L.22.1**                    The District shall conduct an Optional Pre-Proposal Conference on **NOT APPLICABLE TO THIS HCA** at the Department of Mental Health, 64 New York Avenue, NE, 2<sup>nd</sup> Floor, Washington, D.C. 20002. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than 7 days after the release of the solicitation.

**L.22.2**                    Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Proposal conference in order to generate a formal answer, but in any event no fewer than five (5) days prior to the date set for receipt of proposals. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation, and shall be issued as an Amendment to the solicitation.

**\*\*\*END OF SECTION L\*\*\***

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## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION FOR AWARD**

The Contract(s) shall be awarded to the responsible Offeror(s) whose Offer(s) conforming to the solicitation shall be most advantageous to the District, based upon the Evaluation Criteria specified below. While the points in the Evaluation Criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather the total scores shall guide the District in making an intelligent award decision based upon the Evaluation Criteria.

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
5	Excellent	Exceeds most, if not all requirements; no deficiencies
4	Good	Meets requirements; no deficiencies
3	Acceptable	Meets requirements; only minor deficiencies which are correctable
2	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable

For example, if a subfactor has a point evaluation of 0 to 6 points, and (using the Technical Rating Scale) the District evaluates as “Good” the part of the proposal applicable to the subfactor, the score for the subfactor is 4.8 (4/5 of 6). The subfactor scores shall be added together to determine the score for the factor level.

### **M.3 TECHNICAL EVALUATION CRITERIA**

M.3.1 The Technical Evaluation Criteria set forth below have been developed by agency technical personnel and has been tailored to the requirements of this particular solicitation. The criteria serve as the standard against which all proposals shall be evaluated and serve to identify the significant matters which the Offeror should specifically address in complying with the requirements of this solicitation.

M.3.2 Offeror’s Technical Proposal and Price Proposal shall be evaluated separately.

**M.3.3 TECHNICAL UNDERSTANDING OF REQUIREMENT AND TECHNICAL APPROACH (60 POINTS)**

- a) Provides evidence of a thorough technical understanding of how MHRS shall be organized, staffed and managed in accordance with the Certification Standards as an MHRS Provider by the DMH Office of Accountability and in accordance with check list (attached) used by the Office of Accountability (OA) to certify a MHRS Provider.
- b) Provide evidence of certification as an MHRS Provider with a copy of the Certification certificate signed by the Director of DMH that signifies provider has met all requirements.

**M.3.4 MANAGEMENT PLAN (20 POINTS)**

- a) Demonstrate a plan that clearly provides for understanding of the various requirements including by not limited to Claims Audit, Mid Cycle Review, Quality Review, Medicaid Review and Focus Reviews;
- b) Provides a plan that ensures that DMH Consumers throughout the provider network have equal access to the contracted MHRS;
- c) Provide evidence of Financial Sustainability process for a minimum of Ninety (90) Days;
- d) Provides evidence of an Annual Training Plan to address issues of staff competency as well as cultural competency to include training requirements outlined in Chapter 34 DCMR Section 22A Mental Health Rehabilitation Standards;
- e) Provides a plan that delineates the ability to meet DMH's monthly reporting requirements, as well as provide information to DMH staff within the requested timeframes including providing information no later than the close of the next business day if required to meet court deadlines or other legal requirements; and
- f) Provide a description of an Infrastructure for electronic billing and claims processing that is HIPPA Compliant and has the capacity to generate claims, receives and read remittances.

**M.3.5 QUALITY IMPROVEMENT PLAN (10 POINTS)**

- a) Provides evidence to meet Quality Improvement requirements as outlined in Mental Health Rehabilitation Services (MHRS) Standards, DCMR Chapter 34 Title 22 A according to the checklist required for certification as a MHRS provider.

- b) Provides evidence how a variety of sources, including but not limited to, Consumer satisfaction surveys, community service review results, performance improvement with quality indicators, along with routine oversight and monitoring activities shall be used to assess Consumer satisfaction and overall program effectiveness.

**M.3.6 PERSONNEL**

**(10 Points)**

- a. Provide evidence that staff providing MHRS have the expertise and qualification and are in place in the proper ratios as outlined in DCMR Chapter 34 Title 22 A according to the check list required for certification as a MHRS provider.
- b. Provides job descriptions along with the staff educational and experiential background, length of time worked and actual hours staff shall per work per week providing MHRS (including whether full-time, part-time, contract staff, other).
- c. Provide a description on how Personnel Resources shall be organized and managed to conduct required activities.

**M.4 PAST PERFORMANCE CRITERIA (NOT APPLICABLE FOR THIS HCA)**

The District shall evaluate Contractor's Past Performance in performing on contracts, grants or subcontracts for mental health services or similar services. Provide the names, addresses, numbers and email information of at least, but no more than three (3) points of contact for which Offeror has provided the same or similar service in the last three (3) years. In addition, include a Letter of Support from points of contacts to include dates of service, brief description of the type of work provided and whether service was satisfactory.

**M.5 PRICE CRITERIA (NOT APPLICABLE FOR THIS RFQ)**

See Appendix A: Service Code/Modifier/Place-of-Service Table with Medicaid Rate and Local Rates Payment Schedule

**M.6 PREFERENCE**

0 Points

**M.7 TOTAL**

0 Points

## **M.8 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS**

### **M.8.1 Preference for Subcontracting to Open Market solicitations with No LBE, DEB, RBO Subcontracting Set Aside**

#### **A. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.**

##### **1. General Preferences**

Under the provisions of D.C. Law 13-169, "Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000" (the "Act", as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1. Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
3. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section 2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime Contractor that is a LBE certified by the LBOC shall receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime Contractor that is a DBE certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime Contractor that is a RBO certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or

the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime Contractor that is a business enterprise located in an enterprise zone shall receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

**B. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside**

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

1. If the prime Contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.
2. If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

\*Note: Equivalent of four (4) points on a 100 point scale

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular

preference shall not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime Contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime Contractor does not receive a further price reduction or additional points if such Contractor proposes subcontracting with an LBE. However, if this same LBE prime Contractor proposes subcontracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

C. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

D. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE or RBO.

E. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preferences as if it were a business located in an enterprise zone.

1. Vendor Submission for Preferences

Any vendor seeking to receive preferences on this Contract must submit at the

time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

- (a) Evidence of the vendor's, sub Contractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:
  - (1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or
  - (2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.
- 2. Evidence that the vendor or any sub Contractor is located in an enterprise zone.

In order for an Contractor to receive allowable preferences under this Contract, the Contractor must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package. In order to receive any preferences under this Contract, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development  
 ATTN: LSDBE Certification Program  
 441 Fourth Street, N.W., Suite 970N  
 Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

#### Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

#### Local, Small, and Disadvantaged Business Enterprise Subcontracting

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged

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business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

**\*\*\*END OF SECTION M\*\*\***

DISTRICT OF COLUMBIA  
DEPARTMENT OF MENTAL HEALTH  
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Part 2 - Continued

4b. Type of Certification Requested		
<input type="checkbox"/> <b>a. Core Services Agency (CSA)</b> <input type="checkbox"/> <b>Diagnostic/Assessment</b> Affiliated Subprovider: _____ (Name) _____	<input type="checkbox"/> <b>b. Subprovider</b> <input type="checkbox"/> <b>Diagnostic/Assessment</b> Affiliated CSA: _____ (Name) _____	<input type="checkbox"/> <b>c. Specialty Provider</b> <input type="checkbox"/> <b>Crisis/Emergency</b> Affiliated CSA: _____ (Name) _____
<input type="checkbox"/> <b>Medication/Somatic Treatment</b> Affiliated Subprovider: _____ (Name) _____	<input type="checkbox"/> <b>Medication/Somatic Treatment</b> Affiliated CSA: _____ (Name) _____	<input type="checkbox"/> <b>Rehabilitation</b> Affiliated CSA: _____ (Name) _____
<input type="checkbox"/> <b>Counseling and Psychotherapy</b> Affiliated Subprovider: _____ (Name) _____	<input type="checkbox"/> <b>Counseling and Psychotherapy</b> Affiliated CSA: _____ (Name) _____	<input type="checkbox"/> <b>Intensive Day Treatment</b> Affiliated CSA: _____ (Name) _____
<input type="checkbox"/> <b>Community Support</b> Affiliated Subprovider: _____ (Name) _____	<input type="checkbox"/> <b>Community Support</b> Affiliated CSA: _____ (Name) _____	<input type="checkbox"/> <b>Community-Based Intervention</b> Affiliated CSA: _____ (Name) _____
<input type="checkbox"/> <b>Primary Population(s) Served:</b> _____ (Name) _____	<input type="checkbox"/> <b>Primary Language(s) of Population(s) Served:</b> _____ (Name) _____	<input type="checkbox"/> <b>Assertive Community Treatment</b> Affiliated CSA: _____ (Name) _____

52. Please list other DMH-funded mental health services and supports provided: (Attach additional pages if necessary.)

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<sup>53.</sup> Part 3

**Items That Must Be Submitted for a Complete Certification/Re-Certification Application**

	Item Required for Submission	Mark an X to Indicate Submission	For DMH Use Only	
			Initials	Date
<b>Ownership &amp; Governance</b>				
1.	List of Board members and titles			
2.	HCFA Form 1513 – Ownership Statement			
3.	Table of Organization that reflects lines of authority with governing body			
4.	Tax Certification Affidavit			
5.	Certificate of Good Standing issued by DCRA			
<b>Financial Information</b>				
6.	Financial statements from previous two (2) years <b>(Initial Certification Applications Only)</b>			
7.	Copy of most recent fiscal audit <b>(Re-certification Applications Only)</b>			
8.	A statement attesting to compliance with wage, hour, workplace safety and other standards of labor law			
9.	Statement of Declaration for the President of the Board or Executive Director, identifying any executive staff and board member who has a family member employed by the District of Columbia. Attach their name, department and position. If none please indicate so.			
<b>Licensure, Certification, Accreditation</b>				
10.	Accreditation certificate (e.g. JCAHO, CARF, COA, NCQA and others)			
11.	Business license			
12.	Other licenses or certificates that allow for the provision of health care or health-related services in D.C.			
<b>Human Resources and Staffing</b>				
13.	Staff roster including name, position, degree, credentials, specialty area, copy of professional license and certifications. Include Subcontractor or volunteer who provides and/or supervises MHRS			
14.	History of professional license revocation or admitting privilege revocation for all staff <b>(Not needed for Re-certification Applications unless staff have changed since Initial Certification)</b>			

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<sup>53</sup> Part 3

**Items That Must Be Submitted for a Complete Certification\Re-Certification Application**

	<b>Item Required for Submission</b>	<b>Mark an X to Indicate Submission</b>	<b>For DMH Use Only</b>	
			<b>Initials</b>	<b>Date</b>
15.	Copy of resume or employment application for each employee, Subcontractor or volunteer who provides and/or supervises MHRS. For re-certification only send resumes or employment application for all new employees hired since last certification and still employed as of the date of this re-certification.			
16.	Equal Employment Opportunity Compliance Documents (Mayor's Order 85-85, dated June 10, 1985)			
<b>Clinical Operations</b>				
17.	Provide a description of all consumer service complaints and unusual incidents with disposition that were investigated within the last two (2) years			
18.	Provide a description of all QI activities initiated within the last two (2) years that looked at program performance and program outcomes			
<b>Health and Safety</b>				
19.	Certificate of Occupancy <b>(Not needed for Re-certification unless new sites have been added)</b>			
20.	Fire Inspection Report			
21.	Drug Free Workplace Certification Statement <b>(Not needed for Re-Certification Applications)</b>			

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**r = When applying for Re-certification only those policies marked "r" in the first column must be resubmitted**

<b>Part 4 Checklist of DMH-Required MHRs Provider Policies</b>						
	MHRs Provider Policy	Indicate if Policy is Adopted (A), Implemented (I) or Both (B)			For DMH Use Only	
		A	I	B	Initials	Date
1.	Admission, Transfer and Discharge Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
2.	Advance Instructions Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
3.	Affiliated Provider Policy (CSAs Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
4.	Annual Training Plan Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
5.	Anti-Discrimination Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
6.	Billing and Payment Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
7.	Clinical Records Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
8.	Collaboration Policy (Subproviders and Specialty Providers Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
9.	Complaint and Grievance Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
10.	Consent to Treatment Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
11.	Consumer and Family Education Policy (CSAs Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
12.	Consumer Rights Statement	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
13.	Corporate Compliance Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
14.	Credentialing Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
15.	Crisis/Emergency Staffing Policy (Crisis/Emergency Providers Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
16.	CSA Affiliation Policy (Subproviders Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
17.	CSA Referral Policy (Specialty Providers Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
18.	Cultural Competence Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
19.	Disaster Evacuation Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
20.	Disaster Recovery Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
21.	Infection Control Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
22.	Interpreter Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
23.	IRP/IPC Review Policy (CSAs Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
24.	ISSP Review Policy (Subproviders and Specialty Providers Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
25.	Medication Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
26.	MH Consumer Choice Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
	Natural Settings Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
28.r	On-Call System Policy (CSAs Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
29.	Outreach Policy (CSAs Only)	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		
30.	Performance Review Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B		

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<b>Part 4</b>					
<b>Checklist of DMH-Required MHRS Provider Policies</b>					
	MHRS Provider Policy	Indicate if Policy is Adopted (A), Implemented (I) or Both (B)			For DMH Use Only
		<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	Initials Date
31.	Primary Care Provider Communication Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
32.	Quality Improvement Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
33.	Quality Improvement Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
34.	Records Retention Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
35.	Release of Consumer Information Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
36.	Staff Selection Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
37.	Subcontractor Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
38.	Supervision and Peer Review Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
39.r	Unscheduled Service Access Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
40.	Treatment Planning Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
	<b>Service Specific Policies and Organizational Plans</b>				
41.r	Diagnostic/Assessment Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
42.r	Medication/Somatic Treatment Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
43.r	Counseling Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
44.r	Community Support Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
45.r	Community Support Organizational Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
46.r	Crisis/Emergency Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
47.r	Rehabilitation Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
48.r	Rehabilitation Organizational Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
49.r	Intensive Day Treatment Organizational Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
50.r	Intensive Day Treatment Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
51.r	Community Based Intervention Organizational Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
52.r	Community Based Intervention Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
53.r	Assertive Community Treatment Organizational Plan	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	
54.r	Assertive Community Treatment Service Policy	<input type="checkbox"/> A	<input type="checkbox"/> I	<input type="checkbox"/> B	



## Government of the District of Columbia



## HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

## STATUTORY AND REGULATORY AUTHORITY

*The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying contractors for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.*

## GENERAL INSTRUCTIONS

1. Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."
2. An original signature must be provided in those sections where a signature is required. Copies or a stamped signature **is not** acceptable.
3. Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts", dated November 2004. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts," dated March 2007, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.
4. Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:
  - a. Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and
  - b. Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).
5. You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.
6. Please include and attach all information, documentation, and data as instructed and required.
7. In those instances where check boxes are provided, please check only the box or boxes which apply.

## CHECKLIST

<input type="checkbox"/>	Did you include your Taxpayer Identification Number?	<input type="checkbox"/>	Did you attach a copy of your most recent Financial Statement?
<input type="checkbox"/>	Did you attach the information required in Section III, Disclosure Information, on page 2?	<input type="checkbox"/>	Did you attach a copy of all licenses and certifications, including any specialty certifications?
<input type="checkbox"/>	Did you list all personnel critical to the performance of your Organization in Section VI	<input type="checkbox"/>	Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility?
<input type="checkbox"/>	Did you attach a Certificate of Incorporation, if applicable?	<input type="checkbox"/>	Did you attach a Certificate of Good Standing, if applicable?
<input type="checkbox"/>	Did you attach a copy of your LSDBE certification, if applicable?	<input type="checkbox"/>	Did you attach or include your salary history, if applicable?

## FREQUENTLY ASKED QUESTIONS

Q	Can I fax my application for processing?	A	No. Contractor Qualifications Records must contain original, not copied signatures.
Q	Is this form available electronically?	A	Yes, the Contractor Qualifications Record (CQR) is available on the Office of Contracting and Procurement web site, <a href="http://www.ocp@dc.gov">www.ocp@dc.gov</a> .
Q	Who or what is an Individual?	A	The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be solo practitioner or a part of a group.
Q	Who or what is an Organization?	A	The term "organization" means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership.



Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

1. DATE OF FILING / /		2. FILING TYPE: <input type="checkbox"/> NEW <input type="checkbox"/> UPDATE <input type="checkbox"/> CORRECTION <input type="checkbox"/> REMOVAL		FOR OCP USE ONLY: DATE RECEIVED BY OCP:	
<b>SECTION I - GENERAL INFORMATION</b>					
1. NAME OF INDIVIDUAL/ ORGANIZATION a. Name: b. Title: c. Physical Street Address: d. City, State & Zip Code:			2. TYPE OF ORGANIZATION (Please check the appropriate box.) <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LIMITED PARTNERSHIP		
e. Office Phone: f. Office Facsimile No: g. E-Mail:			3. STATE OF INCORPORATION (Please check the appropriate box.) <input type="checkbox"/> DISTRICT OF COLUMBIA <input type="checkbox"/> COMMONWEALTH OF VIRGINIA <input type="checkbox"/> STATE OF MARYLAND <input type="checkbox"/> STATE OF DELAWARE <input type="checkbox"/> OTHER: _____ Date Of: _____		
5. SOCIAL SEC. / TAXPAYER ID NO:		6. DUNN & Bradstreet No:		3. IS ORGANIZATION? <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> NON-PROFIT	
				7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS? <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Enterprise Zone <input type="checkbox"/> Longtime Resident	
<b>SECTION II - FINANCIAL RESPONSIBILITY INFORMATION</b>					
(Please Provide and Attach a Copy of Your Most Recent Financial Statement.)					
1. Name and Address of Accountant:			2. Name and Address of Financial Institution:		
3. Name and Title of Contact Person:			4. Name and Title of Contact Person:		
5. Telephone No.:		6. Fax No.:		7. Telephone No.:	
				8. Fax No.:	
9. Date Of Attached Financial Statement (Must be Within Last 12 Months):			10. Do You/Organization Owe Any Outstanding District /Federal Taxes: District Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES - Federal Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES		
<b>11. MEDICAID - MEDICARE INFORMATION:</b>					
a. Are You / Organization a Certified Medicaid Provider? <input type="checkbox"/> YES <input type="checkbox"/> NO Medicaid Number: _____ Date: _____					
b. Are You / Organization a Certified Medicare Provider? <input type="checkbox"/> YES <input type="checkbox"/> NO Medicare Number: _____ Date: _____					
<b>SECTION III - DISCLOSURE INFORMATION</b>					
(If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement.)					
1. Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program? <input type="checkbox"/> YES <input type="checkbox"/> NO					
2. Is your license, or any in the organization currently suspended or restricted in any way? <input type="checkbox"/> YES <input type="checkbox"/> NO					
3. Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.: <input type="checkbox"/> YES <input type="checkbox"/> NO					
4. Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?: <input type="checkbox"/> YES <input type="checkbox"/> NO					
5. Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?: <input type="checkbox"/> YES <input type="checkbox"/> NO					
6. Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?: <input type="checkbox"/> YES <input type="checkbox"/> NO					

**SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE**

**1. List All Contracts With the District Government Within the Past Five (5) Years:**

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**2. List All Contracts With Other Governments or Private Institutions Within the Past Five (5) Years:**

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**3. If You Are Applying As An INDIVIDUAL, Please List Your Employment Or Work History for past five (5) years:**

	Name of Employer	Address	Duties	Name of Supervisor	Dates of Employment	Telephone
A					to	
B					to	
C					to	
D					to	
E					to	
F					to	

*(Please Use and Attach a Separate Sheet for Salary History and Additional Items.)*

**4. List At Least Five (5) References Familiar With Service Delivery:**

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						
E						

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**4. ARE YOU A UNITED STATES CITIZEN?**

YES                       NO

**5. ARE YOU A PERMANENT RESIDENT?**

*(Please Attach Documentation To Support!)*

YES                       NO

**6. IF YOU ARE NOT A CITIZEN, CAN YOU PROVIDE AND SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? *(Please Attach Documentation To Support.)***

YES                       NO

**SECTION V – EDUCATION, CREDENTIALS AND LICENSURE**

**1. Please List All Colleges (Undergraduate and Graduate) and Professional Institutions Attended:**

	Chief Study Subject Area	Name of College, University or Professional School	Address and Zip Code	Dates Attended	Date And Type Degree Awarded
A				To	
B				To	
C				To	
D				To	
E				To	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**2. Please List All Professional Certifications and Licenses (Copies Must Be Attached):**

	License/Certification	Agency/Entity	State	Number	Effective Dates	Date Issued
A					to	
B					to	
C					to	
D					to	
E					to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**3. Please List All Speciality, Certifications and Licenses (Copies Must Be Attached):**

	Specialty License/Certification	Agency/Entity	State	Number	Effective Dates	Date Issued
A					to	
B					to	
C					to	
D					to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**4. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY LICENSE, CERTIFICATION OR CREDENTIAL REVOKED OR SUSPENDED?  YES  NO**

*(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**5. Please list any hospital affiliations or privileges below:**

	Name of Individuals(s)	Name of Hospital	Address	Type Privilege/Affiliation	Telephone	Fax No.
A						
B						
C						
D						

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**6. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY HOSPITAL PRIVILEGES REVOKED, FOR ANY REASON?  YES  NO**

*(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

**SECTION VI – SERVICE DATA AND INFORMATION**

**1. GENERAL SERVICE CATEGORIES:** Please Check Each Of The General Service Categories For Which You Or The Organization Are Applying.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Education (EDS)         | <input type="checkbox"/> Human Services (HUM) | <input type="checkbox"/> Social Services (SOC)        |
| <input type="checkbox"/> Special Education (SED) | <input type="checkbox"/> Mental Health (MEN)  | <input type="checkbox"/> Youth/Juvenile Justice (JUV) |
| <input type="checkbox"/> Health (HTH)            | <input type="checkbox"/> Psychology (PSY)     | <input type="checkbox"/>                              |

**2. POPULATIONS:** Please Check All That Apply For Populations.

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Children & Youth (CYG)             | <input type="checkbox"/> Adults (ADT)                     | <input type="checkbox"/> Developmentally Disabled (DVD) | <input type="checkbox"/> Homeless (HLS)         |
| <input type="checkbox"/> Children & Youth-Detained (CYD)    | <input type="checkbox"/> Adult Forensic-Psychiatric (AFP) | <input type="checkbox"/> Geriatric (GER)                | <input type="checkbox"/> Multicultural (MLT)    |
| <input type="checkbox"/> Children & Youth-Committed (CYC)   | <input type="checkbox"/> Adult Forensic-Correctional (FC) | <input type="checkbox"/> Pregnant Women (PGW)           | <input type="checkbox"/> HIV/AIDS (HIV)         |
| <input type="checkbox"/> Children & Youth-Supervision (CYS) | <input type="checkbox"/> Physically Disabled (DIS)        | <input type="checkbox"/> Hearing Impaired (HIM)         | <input type="checkbox"/> Dually Diagnosed (DUD) |
| <input type="checkbox"/> Special Education (SED)            | <input type="checkbox"/> Mentally Retarded (MRD)          | <input type="checkbox"/> Blind/Visually Impaired (BLD)  | <input type="checkbox"/>                        |

**3. SETTING CODES:** Please Check The Settings Where You Or The Organization Can Or Will Provide Service.

*(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)*

- |   |   |  |  |
|---|---|--|--|
| <input type="checkbox"/> Addiction Treatment Facility (ADF) | <input type="checkbox"/> Foster Care Home (FCH)         | <input type="checkbox"/> Homeless Shelter (HOS)        | <input type="checkbox"/> Nursing Care Facility (NCF)         |
| <input type="checkbox"/> Ambulatory Care/Surg Center (AMB)  | <input type="checkbox"/> Detention Facility-Youth (DFY) | <input type="checkbox"/> In the Field (FLD)            | <input type="checkbox"/> Outpatient Clinic (OTC)             |
| <input type="checkbox"/> Child Development Center (CDC)     | <input type="checkbox"/> Detention Facility-Adult (DFA) | <input type="checkbox"/> Inpatient-Psychiatric (INP)   | <input type="checkbox"/> Private Home (PRH)                  |
| <input type="checkbox"/> Comm Day Program (CDP)             | <input type="checkbox"/> Dialysis Center (DIA)          | <input type="checkbox"/> Inpatient-Medical (INM)       | <input type="checkbox"/> Provider's Office or Facility (POF) |
| <input type="checkbox"/> Comm Health Center (CHC)           | <input type="checkbox"/> Group Home-Youth (YGH)         | <input type="checkbox"/> Intermed Care Center-MR (IMR) | <input type="checkbox"/> School (SCH)                        |
| <input type="checkbox"/> Comm Residential Facility (CRF)    | <input type="checkbox"/> Group Home-MR (MGH)            | <input type="checkbox"/> Laboratory (LAB)              | <input type="checkbox"/>                                     |
| <input type="checkbox"/> Crisis Center (CRC)                |   |  |  |

**4. SPECIFIC SERVICE CATEGORIES:** Please Check the Specific Service Categories That Apply To You or The Organization in which you are qualified, including licenses, or certified, to provide services:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Addiction Treatment Services (ADT)          | <input type="checkbox"/> Dental Services (DEN)               | <input type="checkbox"/> Personal Care Services (PCS)        |
| <input type="checkbox"/> Allergy (ALG)                               | <input type="checkbox"/> Dialysis Services (DIA)             | <input type="checkbox"/> Physical Therapy (PTH)              |
| <input type="checkbox"/> Addiction Treatment Services (ADT)          | <input type="checkbox"/> Early Childhood Intervention (ECI)  | <input type="checkbox"/> Podiatry (POD)                      |
| <input type="checkbox"/> Assessment/Diagnosis (ASS)                  | <input type="checkbox"/> EPSDT Screening (EPS)               | <input type="checkbox"/> Pre-Natal Services (PNA)            |
| <input type="checkbox"/> Audiology (AUD)                             | <input type="checkbox"/> Family Services (FAM)               | <input type="checkbox"/> Psychological Services (PSC)        |
| <input type="checkbox"/> Assessment Diagnosis (ASD)                  | <input type="checkbox"/> Homemaker Services (HOM)            | <input type="checkbox"/> Pyschiatric (PSY)                   |
| <input type="checkbox"/> Birthing Services (BIR)                     | <input type="checkbox"/> Dental Hygienist (DHY)              | <input type="checkbox"/> Recreation Therapy (RTH)            |
| <input type="checkbox"/> Case Management-Family Services (CMF)       | <input type="checkbox"/> Laboratory Screening Services (LAB) | <input type="checkbox"/> Respiratory Care Services (RES)     |
| <input type="checkbox"/> Case Management-Medical (CMM)               | <input type="checkbox"/> Mental Health (MEN)                 | <input type="checkbox"/> Respite Care (RSC)                  |
| <input type="checkbox"/> Case Management-Social (CMS)                | <input type="checkbox"/> Midwifery (MID)                     | <input type="checkbox"/> Supported Employment Services (SES) |
| <input type="checkbox"/> Child Care Services (DAY)                   | <input type="checkbox"/> Music Therapy (MTH)                 | <input type="checkbox"/> Social Worker Services (SWS)        |
| <input type="checkbox"/> Chore Services (CHR)                        | <input type="checkbox"/> Neurology (NEU)                     | <input type="checkbox"/> Speech Therapy (STH)                |
| <input type="checkbox"/> Consulting (CON)                            | <input type="checkbox"/> Nutrition and Dietary (NUT)         | <input type="checkbox"/> Transportation Services (TRS)       |
| <input type="checkbox"/> Counseling Services (CSL)                   | <input type="checkbox"/> Occupational Therapy (OTH)          | <input type="checkbox"/> Visiting Nurse (home) (VIS)         |
| <input type="checkbox"/> Crisis Intervention Services (CRI)          | <input type="checkbox"/> Optometry (OPT)                     | <input type="checkbox"/> Vocational Rehabilitation (VOC)     |
| <input type="checkbox"/> Day Treatment Services (Habilitation) (DTR) | <input type="checkbox"/> Pediatric (PED)                     | <input type="checkbox"/>                                     |

**5. LICENSURE AND CERTIFICATION CATEGORIES:** Please Check All of the Licensure and Certification categories that Apply to You or the Organization in which you are qualified, And Are Licensed Or Certified To Provide Services:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Acupuncture Therapist (ACC)              | <input type="checkbox"/> Massage Therapy (MAS)          | <input type="checkbox"/> Physician (DOC)               |
| <input type="checkbox"/> Advanced Practice Registered Nurse (ARN) | <input type="checkbox"/> Naturopathy (NAT)              | <input type="checkbox"/> Physician Assistant (PAS)     |
| <input type="checkbox"/> Architect (ARC)                          | <input type="checkbox"/> Nurse-Anesthetist (RNA)        | <input type="checkbox"/> Podiatrist (POD)              |
| <input type="checkbox"/> Audiologist (AUD)                        | <input type="checkbox"/> Nurse-Midwife (RNM)            | <input type="checkbox"/> Practical Nursing (LPN)       |
| <input type="checkbox"/> Certificate of Occupancy (COO)           | <input type="checkbox"/> Nurse Practitioner (RNP)       | <input type="checkbox"/> Professional Counseling (PRO) |
| <input type="checkbox"/> Child Development (CHD)                  | <input type="checkbox"/> Nutritionist & Dietician (NUT) | <input type="checkbox"/> Psychologist (PSC)            |
| <input type="checkbox"/> Dental Hygienist (DHY)                   | <input type="checkbox"/> Obstetrician (OBS)             | <input type="checkbox"/> Psychiatrist (PSY)            |
| <input type="checkbox"/> Dentist (DEN)                            | <input type="checkbox"/> Occupational Therapist (OTH)   | <input type="checkbox"/> Registered Nurse (RNN)        |
| <input type="checkbox"/> Chiropractor (CHP)                       | <input type="checkbox"/> Optometrist (OPT)              | <input type="checkbox"/> Respiratory Care (RES)        |
| <input type="checkbox"/> Foster Care Provider (FOS)               | <input type="checkbox"/> Opthomology (OPG)              | <input type="checkbox"/> Social Worker-Clinical (SWC)  |
| <input type="checkbox"/> Funeral Directors (FUN)                  | <input type="checkbox"/> Pharmacist (PHM)               | <input type="checkbox"/> Social Worker (SWS)           |
| <input type="checkbox"/> Gynecology (GYN)                         | <input type="checkbox"/> Physical Therapist (PTH)       | <input type="checkbox"/>                               |

**6. LANGUAGE SKILLS:** Please Check All that Apply for Your Or The Organization's Language Skills:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> English (ENG)                      | <input type="checkbox"/> French (FRN)         | <input type="checkbox"/> Chinese-Cantonese (CCA)   |
| <input type="checkbox"/> Spanish (SPN)                      | <input type="checkbox"/> Haitian Creole (CRE) | <input type="checkbox"/> Chinese-Mandarin (CMA)    |
| <input type="checkbox"/> International/Universal Sign (SGN) | <input type="checkbox"/> Vietnamese (VTN)     | <input type="checkbox"/> Ethiopian (Amharic) (AMH) |
| <input type="checkbox"/> Italian (ITL)                      | <input type="checkbox"/> Korean (KOR)         | <input type="checkbox"/>                           |

**SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE**

**1. Please list All of the Personnel in your Organization Who Are Critical To organization Performance. Please List Officers, Clinical Directors, Medical Directors, Service Supervisors, and Sub-Contractors Essential to the Performance of Services in this Qualifications Record and Attach Resumes Coded to this Section. Attach Any Copies of Licenses, Certifications, or Credentials Where Applicable.:**

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						

**SECTION VIII – REMARKS SECTION**

1. Please use this section to respond to or to continue to response to any previous question, or request for information. In addition, please feel free to use this section to provide additional information vital to determining your or the organizations qualifications to enter into a Human Care Service Agreement with the District of Columbia

**SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE**

**1. DRUG-FREE WORKPLACE CERTIFICATION:** *Please provide Certification That You Or The Organization Does Or Will Operate In A Drug-Free Manner.*

I/We, \_\_\_\_\_ of \_\_\_\_\_

Hereby give, affirm and provide certification that I/We have received and have read the requirements on having and maintaining a Drug-Free Workplace in the District of Columbia, agree to be bound by those requirements and the remedies stated in the requirements, and further certify that I/We realize that making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

<i>Name (Please Print)</i>	<i>Title</i>	<i>Signature</i>	<i>Date</i>
----------------------------	--------------	------------------	-------------

*(May be signed on behalf of individual or organization.)*

**2. STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLY AND SERVICES CONTRACTS:** *Please provide Certification That You Or The Organization Agree To Be Bound By the Standard Contract Provisions of the District of Columbia.*

I/We, \_\_\_\_\_ of \_\_\_\_\_

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts ("Standard Contract Provisions"), dated November 2004, and agree to be bound by all of the provisions, including The requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy America Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

<i>Name (Please Print)</i>	<i>Title</i>	<i>Signature</i>	<i>Date</i>
----------------------------	--------------	------------------	-------------

**3. INFORMATION CONSENT:** *Please Provide Certification That You Or The Organization Provide Consent To The District To Obtain Additional Information As Needed.*

I/We, \_\_\_\_\_ of \_\_\_\_\_

Hereby give, provide and express my consent for representatives of the Office of Contracting and Procurement, Government of the District of Columbia, to obtain any information from any professional organization, business entity, individual, government agency, or academic institution concerning the Professional license status or certification referenced in this document. This material shall be held, maintained and updated by the Office of Contracting and Procurement. I further understand that the Office of Contracting and Procurement will use this information solely for internal purposes pertaining to the evaluation of the qualifications of individuals and organizations to provide human care services, as appropriate, in the District of Columbia.

<i>Name (Please Print)</i>	<i>Title</i>	<i>Signature</i>	<i>Date</i>
----------------------------	--------------	------------------	-------------

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**

**Office of the Chief Financial Officer**

**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent  
Name of Organization/Entity  
Business Address (include zip code)  
Business Phone Number**

**Authorized Agent  
Principal Officer Name and Title  
Square and Lot Information  
Federal Identification Number  
Contract Number  
Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.

# YOUR LETTERHEAD

## EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

\_\_\_\_\_ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

\_\_\_\_\_ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

\_\_\_\_\_ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

\_\_\_\_\_ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

\_\_\_\_\_ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

\_\_\_\_\_ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

\_\_\_\_\_ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

\_\_\_\_\_  
AUTHORIZED OFFICIAL AND TITLE

\_\_\_\_\_  
DATE

\_\_\_\_\_  
AUTHORIZED SIGNATURE  
NAME

\_\_\_\_\_  
FIRM/ORGANIZATION

# YOUR LETTERHEAD

## ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, \_\_\_\_\_, THE AUTHORIZED REPRESENTATIVE OF \_\_\_\_\_, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THT THE CONTRATOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

\_\_\_\_\_  
CONTRACTOR

\_\_\_\_\_  
NAME

\_\_\_\_\_  
SIGNATURE

\_\_\_\_\_  
TITLE

\_\_\_\_\_  
CONTRACT NUMBER

\_\_\_\_\_  
DATE

## EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 <sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001				
<b>Instructions:</b> Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.					
Section A – TYPE OF REPORT					
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)					
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report				
1. Total number of reports being filed by this Company. _____					
Section B – COMPANY IDENTIFICATION (To be answered by all employers)					OFFICIAL USE ONLY
1. Name of Company which owns or controls the establishment for which this report is filed					a.
Address (Number and street)	City or Town	Country	State	Zip Code	b.
b. Employer Identification No.					
2. Establishment for which this report is filed.					OFFICIAL USE ONLY
a. Name of establishment					c.
Address (Number and street)	City or Town	Country	State	Zip Code	d.
b. Employer Identification No.					
3. Parent of affiliated Company					
a. Name of parent or affiliated Company		b. Employer Identification No.			
Address (Number and Street)	City or Town	Country	State	Zip Code	
Section C - ESTABLISHMENT INFORMATION					
1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis		2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis		OFFICIAL USE ONLY	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.					e.
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members).  <input type="checkbox"/> Yes <input type="checkbox"/> No					

**SECTION D – EMPLOYMENT DATA**

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES							
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE			
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)
Officials and Managers											
Professionals											
Technicians											
Sales Workers											
Office and Clerical											
Craftsman (Skilled)											
Operative (Semi-Skilled)											
Laborers (Unskilled)											
Service Workers											
TOTAL											
Total employment reported in previous report											

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
	Production											

1. How was information as to race or ethnic group in Section D obtained?  
 a.  Visual Survey      c.  Other Specify \_\_\_\_\_  
 b.  Employment Record
2. Dates of payroll period used \_\_\_\_\_  
 3. Pay period of last report submitted for this establishment. \_\_\_\_\_

**Section E – REMARKS** Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

**Section F - CERTIFICATION**

- Check One 1.  All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)  
 2.  This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)	Address (Number and street)		
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

DEPARTMENT OF SMALL AND LOCAL BUSINESS DEVELOPMENT  
CONTRACT COMPLIANCE DIVISION

SUBCONTRACT SUMMARY FORM

This SUMMARY form is to be completed by the PRIME contractor.

BID NO. \_\_\_\_\_ CGB NUMBER: \_\_\_\_\_ of \_\_\_\_\_ pages

\*NOTE: The standard for minority subcontracting is 25% of the TOTAL contract dollar amount to be subcontracted.  
AMOUNT OF PRIME CONTRACT: \$ \_\_\_\_\_  
AMOUNT OF ALL SUBCONTRACTS: \$ \_\_\_\_\_ equals \_\_\_\_\_% OF THE PRIME CONTRACT.

NAME OF PRIME CONTRACTOR: \_\_\_\_\_ ADDRESS: \_\_\_\_\_

TELEPHONE NO. \_\_\_\_\_

PROJECT NAME: \_\_\_\_\_ PROJECT DESCRIPTIONS: \_\_\_\_\_

ADDRESS: \_\_\_\_\_

WARD NO.: \_\_\_\_\_

SECTION II LIST ALL SUBCONTRACTORS THAT WILL BE UTILIZED ON THE ABOVE PROJECT

1. NAME OF SUBCONTRACTOR	1. IS THIS A *MINORITY SUB? ____ YES ____ NO	1. \$ AMOUNT OF SUBCONTRACT equals(=)
2. ADDRESS	2. TRADE OR BUSINESS PRODUCT THAT SUB WILL PROVIDE.	2. _____% (percent) OF TOTAL PRIME CONTRACT.
3. CONTACT PERSON		
4. MBOC CERT. NO.	5. PHONE NO.	
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%
1. _____ 2. _____ 3. _____ 4. _____ 5. _____	1. MINORITY SUBCONTRACTOR ____ YES ____ NO 2. _____	1. \$ _____ equals(=) 2. _____%

TOTAL DOLLAR AMOUNT SUBCONTRACTED TO \*MINORITY BUSINESS ENTERPRISES. \$ \_\_\_\_\_

PERCENT OF PRIME CONTRACT. \_\_\_\_\_%

SOLICITATION NO: \_\_\_\_\_

**PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING**

MINORITY GROUP EMPLOYES GOALS								TIMETABLES	
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:			SIGNATURE:		
FIRM NAME:						TELEPHONE NO:		DATE:	
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION" _____ Yes      _____ No  NAME:  ADDRESS:  TYPE OF ACCOUNT/S:									



**Government of the District of Columbia**  
**FIRST SOURCE EMPLOYMENT AGREEMENT**



Contract Number: \_\_\_\_\_

Employer Name: \_\_\_\_\_

Project Contract Amount: \_\_\_\_\_

Employer Contract Award: \_\_\_\_\_

Project Name: \_\_\_\_\_

Project Address: \_\_\_\_\_ Ward: \_\_\_\_\_

Nonprofit Organization with 50 Employees or Less:  Yes  No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and \_\_\_\_\_, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

**I. GENERAL TERMS**

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$100,000 or more, and Project subcontractors with subcontracts totaling \$100,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.

- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for the Project.
- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

## II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at [www.jobs.dc.gov](http://www.jobs.dc.gov) within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.

- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

### **III. REFERRAL**

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

### **IV. PLACEMENT**

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

### **V. TRAINING**

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

### **VI. CONTROLLING REGULATIONS AND LAWS**

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved

with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

## **VII. EXEMPTIONS**

- A. All contracts, subcontracts or other forms of government-assistance less than \$100,000.
- B. Employment openings the contractor will fill with individuals already employed by the company.
- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

## **VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES**

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
  - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
  - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:

1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
  2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
    - a. Documentation supporting EMPLOYERS good faith effort to comply;
    - b. Referrals provided by DOES and other referral sources; and
    - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:
1. A good faith effort to comply is demonstrated by the EMPLOYER; or
  2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:
 

The Washington Standard Metropolitan Statistical Area includes the District of Columbia, the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg; the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
  3. The EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
  4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.
- G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.
- H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.
- I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

- J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.
- K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

**IX. LOCAL, SMALL, DISADVANTAGES BUSINESS ENTERPRISE**

- A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?  
 YES  NO

If yes, certification number: \_\_\_\_\_

**X. APPRENTICESHIP PROGRAM**

- A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council?  YES  NO

If yes, D.C. Apprenticeship Council Registration Number: \_\_\_\_\_

**XI. SUBCONTRACTOR**

- A. Is your firm a subcontractor on this project?  YES  NO  
 If yes, name of prime contractor: \_\_\_\_\_

Dated this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_\_

\_\_\_\_\_  
 Signature Dept. of Employment Services

\_\_\_\_\_  
 Signature of Employer

\_\_\_\_\_  
 Name of Company

\_\_\_\_\_  
 Address

\_\_\_\_\_  
 Telephone

\_\_\_\_\_  
 E-mail

## EMPLOYMENT PLAN

NAME OF EMPLOYER: \_\_\_\_\_

ADDRESS OF EMPLOYER: \_\_\_\_\_

TELEPHONE NUMBER: \_\_\_\_\_ FEDERAL IDENTIFICATION NO.: \_\_\_\_\_

CONTACT PERSON: \_\_\_\_\_ TITLE: \_\_\_\_\_

E-MAIL: \_\_\_\_\_ TYPE OF BUSINESS: \_\_\_\_\_

DISTRICT CONTRACTING AGENCY: \_\_\_\_\_

CONTRACTING OFFICER: \_\_\_\_\_ TELEPHONE NUMBER: \_\_\_\_\_

TYPE OF PROJECT: \_\_\_\_\_ CONTRACT AMOUNT: \_\_\_\_\_

EMPLOYER CONTRACT AMOUNT: \_\_\_\_\_

PROJECT START DATE: \_\_\_\_\_ PROJECT END DATE: \_\_\_\_\_

EMPLOYER START DATE: \_\_\_\_\_ EMPLOYER END DATE: \_\_\_\_\_

**NEW JOB CREATION PROJECTIONS:** Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
	F/T	P/T			
A					
B					
C					
D					
E					
F					
G					
H					
I					
J					
K					



**JUSTIFICATION SHEET:** Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

A large, empty rectangular box with a thin black border, intended for the user to provide a detailed explanation of why the Employer will not have any new hires on the Project.

**OFFICE OF CONTRACTING AND PROCUREMENT  
 BIDDER/OFFEROR CERTIFICATION FORM**

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.			
<b>RESPONSES</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION I: BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
<i>Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).</i>			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name:		Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)		Telephone # and ext.:	Fax #:
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:		
<input type="checkbox"/> Joint Venture	Date of Organization:		
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:		
<input type="checkbox"/> Nonprofit Organization	Date of Organization:		
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:		
<input type="checkbox"/> Sole Proprietor	How many years in business?:		
<input type="checkbox"/> Other	Date established?:		
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No
If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.			
State _____		Country _____	
1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:			
(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or			
(b) Explain its exemption from the requirement.			
<b>PART 2: INDIVIDUAL RESPONSIBILITY</b>			

**Additional Instructions for Section I, Parts 2 through 8:** Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 2.

**PART 3: BUSINESS RESPONSIBILITY**

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for: (a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No

Please provide an explanation for each "Yes" in Part 3.

**PART 4: CERTIFICATES AND LICENSES**

Within the past five (5) years, has the bidder/offeror:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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Please provide an explanation for "Yes" in Subpart 4.1.

4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.

**PART 5: LEGAL PROCEEDINGS**

Within the past five (5) years, has the bidder/offeror:

5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).

5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
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5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
<b>PART 7: RESPONSE UPDATE REQUIREMENT</b>	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract: (a) Within sixty (60) days of a material change to a response; and (b) Prior to the exercise of an option year contract.	
<b>PART 8: FREEDOM OF INFORMATION ACT (FOIA)</b>	
8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)	<input type="checkbox"/> Yes <input type="checkbox"/> No

**SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS**

*Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.*

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) \_\_\_\_\_

(b) \_\_\_\_\_

**PART 2. INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

\_\_\_\_\_  
*[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]*

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3. EQUAL OPPORTUNITY OBLIGATIONS**

3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing this contract.

**PART 4. FIRST SOURCE OBLIGATIONS**

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

*Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.*

**PART 1. BUY AMERICAN ACT COMPLIANCE**

1.1 The bidder/offeror certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

EXCLUDED END PRODUCTS

COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

*Instruction for Section IV: This section must be completed by all bidder/offers.*

I, [ \_\_\_\_\_ ], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:	Telephone #:	Fax #:
Title:	Email Address:	

Date:

*The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.*