



**DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT SERVICES
64 NEW YORK AVENUE, NE SUITE 200
WASHINGTON, DC 20002
(202) 671-3174 * (202) 671-3395**

May 1, 2013

AMENDMENT ONE (1) for HUMAN CARE AGREEMENT (HCA) NO. RM-013-HCA-111-BY4-DJW for ACUTE PSYCHIATRIC CARE SERVICES

TO ALL PROSPECTIVE OFFERORS:

This Amendment is has one Part.

PART I Administrative Revisions and Additions to the Solicitation

PART I

The above referenced Human Care Agreement (HCA) is hereby amended as follows:

- 1) **LOCATED ON THE COVER REFERENCED IN THE OPENING AND CLOSING DATES – THIS SHOULD READ AS FOLLOWS:**

Opening Date: April 22, 2013 (Open Continuously)

Cut Off Date: Cut Off Date for First Review is May 23, 2013

Cut Off Time: 2:00 P.M. EST


- 2) **IF “AGREEMENT/CONTRACT” WAS REFERENCED, THAT HAS BEEN REPLACED WITH “HUMAN CARE AGREEMENT (HCA)”**

- 3) **THE TABLE OF CONTENTS HAS BEEN ADDED (SEE ATTACHED HCA)**

ALL OTHER TERMS AND CONDITIONS OF THE HUMAN CARE AGREEMENT (HCA) REMAIN UNCHANGED.

Only one copy of this amendment is being sent to prospective Offerors. Offerors shall sign below and attach a signed copy of this amendment to each Proposal to be submitted to the place specified for receipt of Proposals. Proposals shall be mailed or delivered in accordance with the instructions provided in the original HCA. In the event your Proposal has been previously deposited with the Department of Mental Health, Contracts and Procurement Services (DMH/CPS), submit this signed Amendment in a sealed envelope, identified on the outside by the HCA number and submission date. This signed Amendment must be received by the DMH/CPS on or before **Thursday May 23, 2013 at 2:00 P.M. EST** the date and time for closing. **Failure to acknowledge receipt of Amendment One (1) for Solicitation Number RM-013-HCA-111-BY4-DJW may be cause for rejection of any Proposal submitted in response to the subject HCA.**

Signed:



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

Amendment Number One (1) is hereby acknowledged and is considered a part of the Proposal **RM-013-HCA-111-BY4-DJW**

Signature of Authorized Representative

Date

Title of Authorized Representative
Offeror

Print or Type Name of



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

HUMAN CARE AGREEMENT (HCA)

RM-013-HCA-111-BY4-DJW for Acute Psychiatric Care Services

The District of Columbia Department of Mental Health (DMH), (the District) is seeking a Contractor to provide Acute Psychiatric Care Services 24 hours per day, seven days a week subject to bed availability throughout the term of this Contract. Acute Psychiatric Care Services shall conform to Federal law and the law and regulations of the Government of the District of Columbia.

Opening Date: April 22, 2013 (Open Continuously)
Cut Off Date: Cut Off Date for First Review is May 23, 2013
Cut Off Time: 2:00 P.M. EST

To obtain a copy of the Human Care Agreement (HCA) please contact Denise J. Wells, Contract Specialist at:

D.C. Department of Mental Health | Contracts and Procurement Services
64 New York Avenue, NE - Suite 200 Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.wells@dc.gov or visit our website at www.dmh.dc.gov ([click on Business Opportunities](#))

Please return the completed Proposal to Ms. Denise J. Wells via hand delivery, E-mail or U.S Postal Service (Mail) at the address noted below.

Any and all questions pertaining to this solicitation must be submitted in writing no later than ten (10) days prior to the closing of this solicitation to:

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 Suite 200
Washington, DC 20002
Samuel.Feinberg@dc.gov

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES 64 NEW YORK AVENUE, NE SUITE 200 WASHINGTON, DC 20002		2. PAGE OF PAGES: 2 of 76	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-013-HCA-111-BY4-DJW	
		5. DATE ISSUED:	
		6. OPENING/CLOSING TIME: April 22, 2013 Opened Continuously/First Review Cut Off is May 23, 2013 @ 2:00 P.M EST	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (HCA) <input type="checkbox"/> SINGLE AVAILABLE SOURCE		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. FOR INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART I – The Schedule				PART II – Contract Clauses			
x	A	Solicitation/Contract Form		x	I	Contract Clauses	
x	B	Supplies/Services and Price/Costs		PART III – List of Documents, Exhibits and Other Attach			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of The Contractors	
x	F	Deliveries or Performance		x	L	Instrs. Conds, & Notices to The Contractors	
x	G	Contract Administration		x	M	Evaluation Factors for Award	
x	H	Special Contract Requirements					

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within _____ 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 Human Care Agreement (HCA) shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DMH)

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

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B.4	RESPONSE TO THIS SOLICITATION	4
B.5	OPTIONAL PRE-PROPOSAL CONFERENCE	5
B.6	SUBCONTRACTING PLAN	5

SECTION B: HUMAN CARE SERVICES AND SERVICE RATES

B.1 PURPOSE OF SOLICITATION/CONTRACT TYPE

The District of Columbia Department of Mental Health (DMH), (DMH or the District) is seeking a Contractor(s) to provide Acute Psychiatric Care Services 24 hours per day, seven days a week subject to bed availability throughout the term of this Agreement. Acute Psychiatric Care Services shall conform to Federal law and the law and regulations of the Government of the District of Columbia, including but not limited to the Hospitalization of the Mentally Ill Act (Ervin Act), D.C. Official Code 21-501, et seq., and the Mental Health Rehabilitation Services Regulations, 22-A DCMR Chapter 34.

The Government of the District of Columbia, Department of Mental Health (DMH or the District) intends to award several Human Care Agreements hereafter referred to as the "Contractor," for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). The use of the term "Contract" in this document refers to a Human Care Agreement that has been awarded by the District. The terms Provider and Contractor are used interchangeably.

B.2 ORDERING PROCEDURES

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.

Delivery or performance shall be made by Contractor only as authorized by Task Orders issued in accordance with the Ordering Clause.

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

B.3 SERVICE RATES

The rate of payment for services rendered in accordance with a Task Order shall be at the rates contained in Section B.4, Pricing Schedules.

B.4 RESPONSE TO THIS SOLICITATION

Response to this Solicitation requires completion and signature of the Section A and Schedule B Pricing Sheet (s) and satisfaction of DC Tax and EEO requirements submitted to the following DMH Contract Specialist:

Denise J. Wells, CPPB
Department of Mental Health
Contracts and Procurement Services
64 New York Avenue, NE Suite 200
Washington, DC 20002
Email: denise.wells@dc.gov
Telephone: 202-671-3174

B.5 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal Conference shall be held at Department of Mental Health 64 New York Avenue, NE Suite 200, Washington, DC 20002 on **Thursday, April 25, 2013 at 12:00 PM in Conference Room 218**. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal 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. Any major revision to the Solicitation as a result of the Pre-Proposal Conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal Conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the Solicitation.

B.6 SUBCONTRACTING PLAN

For Contracts in excess of \$250,000.00, at least 35% of the dollar volume of the Contracted services shall be subcontracted in accordance with section H. An Offeror responding to this solicitation must submit with its Proposal a notarized statement detailing any subcontracting plan as required by law. Offerors responding to this Solicitation shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law.

B.7 SCHEDULE B – PRICING SCHEDULE

BASE YEAR

(A) Line Item No	(B) Services	(C) Unit	(D) Quantity	(E) Unit Price	(F) Extended Price
0001	The Contractor shall provide Acute Inpatient Care to Involuntary Patients who are not Medicaid or Medicare Part A eligible for a maximum stay of fifteen (15) days per patient.	Day(s)	_____	\$ _____	\$ _____
0002	The Contractor shall transport Patient and appropriate staff to the D.C. Superior Court to testify at the probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	_____	\$650.00	\$ _____
	TOTAL CONTRACT AMOUNT			NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.8 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR ONE (1)

(A)	(B)	(C)	(D)	(E)	(F)
Line Item No	Services	Unit	Quantity	Unit Price	Extended Price
0001	The Contractor shall provide Acute Inpatient Care to Involuntary Patients who are not Medicaid or Medicare Part A eligible for a maximum stay of fifteen (15) days per patient.	Day(s)	_____	\$ _____	\$ _____
0002	The Contractor shall transport Patient and appropriate staff to the D.C. Superior Court to testify at the probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	_____	\$650.00	\$ _____
	TOTAL CONTRACT AMOUNT			NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.9 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR TWO (2)

(A) Line Item No	(B) Services	(C) Unit	(D) Quantity	(E) Unit Price	(F) Extended Price
0001	The Contractor shall provide Acute Inpatient Care to Involuntary Patients who are not Medicaid or Medicare Part A eligible for a maximum stay of fifteen (15) days per patient.	Day(s)	_____	\$ _____	\$ _____
0002	The Contractor shall transport Patient and appropriate staff to the D.C. Superior Court to testify at the probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	_____	\$650.00	\$ _____
	TOTAL CONTRACT AMOUNT			NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.10 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR THREE (3)

(A)	(B)	(C)	(D)	(E)	(F)
Line Item No.	Services	Unit	Quantity	Unit Price	Extended Price
0001	The Contractor shall provide Acute Inpatient Care to Involuntary Patients who are not Medicaid or Medicare Part A eligible for a maximum stay of fifteen (15) days per patient.	Days	_____	\$ _____	\$ _____
0002	The Contractor shall transport Patient and appropriate staff to the D.C. Superior Court to testify at the probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	_____	\$650.00	\$ _____
	TOTAL CONTRACT AMOUNT			NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.11 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR FOUR (4)

(A)	(B)	(C)		(D)	(E)
Line Item No	Services	Unit	Quantity	Unit Price	Extended Price
0001	The Contractor shall provide Acute Inpatient Care to Involuntary Patients who are not Medicaid or Medicare Part A eligible for a maximum stay of fifteen (15) days per patient.	Day(s)	_____	\$ _____	\$ _____
0002	The Contractor shall transport Patient and appropriate staff to the D.C. Superior Court to testify at the probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	_____	\$650.00	\$ _____
	TOTAL CONTRACT AMOUNT			NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

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

PART I - THE SCHEDULE

SECTION C

BACKGROUND/SCOPE OF SERVICES/ REQUIREMENTS

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C. **BACKGROUND**

The District of Columbia, Department of Mental Health (DMH) is the agency within the Government of the District of Columbia responsible for developing a system of care for persons with mental illness. DMH shall provide or arrange for all clinically appropriate mental health services for individuals that require hospitalization on an involuntary, emergency basis. DMH enters into agreements with community hospitals to provide acute psychiatric care services and to operate Saint Elizabeths Hospital (SEH) as a forensic hospital and tertiary care facility.

This Statement of Work is to assure arrangements for the provision of quality, comprehensive inpatient psychiatric services for involuntary, emergency admissions authorized by the DMH Access Help Line.

Contractors shall provide Acute Psychiatric Care Services to DMH Consumers referred to Providers and ordered by DMH by means of Task Orders issued under this Agreement.

Definitions:

Access Help Line (AHL) - a telephone-based service center operated by DMH twenty-four hours per day, seven days per week (24/7). AHL (888-7WE-HELP) (888-793-4357) provides crisis intervention, information and referral, service authorization and eligibility and enrollment to the DMH system of care.

Authorized - "Authorized" includes both:

- a. Prior Authorized - which means approval by the Access Help Line for the admission of a patient and provision of services before Provider admits the patient or provides the services; and
- b. Reauthorized - which means, continuing approval by the Division of Integrated Care that continued length of stay is medically necessary.

Core Service Agency (CSA) - DMH-certified community-based provider of Mental Health Rehabilitation Services (MHRS) under contract with DMH to provide specified MHRS. Each consumer enrolled with DMH has mental health services coordinated by a CSA. The CSA serves as the clinical home for the consumer and is responsible for coordinating all aspects of mental health service delivery.

Clean Claim - Claim that can be processed without obtaining additional information from the provider of the service or from a third party. It is not a claim from a provider who is under investigation for fraud or abuse or a claim under review for medical necessity.

C.1 SCOPE OF WORK

C.1.1 CONTRACTOR'S RESPONSIBILITY

C.1.2 The Contractor shall represent and warrant that it complies with the requirements for the operation of a psychiatric service set forth in 22 DCMR § 2207.

C.1.2.1 Acute Psychiatric Care and Treatment:

C.1.2.2 The Contractor shall make inpatient beds available to provide acute psychiatric care and treatment to persons referred by the DMH for admission on both a voluntary and an involuntary basis;

C.1.2.3 The Contractor shall provide acute psychiatric care and treatment to persons referred by DMH for admission on both a voluntary and an involuntary basis within the Contractor's capacity to provide care in accordance with accepted standards of care;

C.1.2.4 The Contractor shall provide all persons referred by DMH who are admitted for inpatient psychiatric assessment and inpatient care with a copy of the DMH's Consumer Rights Statement; and

C.1.2.5 Ensure the availability of the appropriate personnel and services to provide required psychiatric assessment, emergency and inpatient care for the persons referred to the Contractor by DMH.

C.1.2.6 Compliance with the District's Civil Commitment Laws:

C.1.2.7 The Contractor shall comply with the District's civil commitment laws and DMH's protocol for the involuntary hospitalization of persons requiring assessment and acute psychiatric care. (Copy attached marked as Exhibit A, and incorporated herein by reference).

C.1.2.8 Continuity of Care - Transfer and Discharge Planning:

C.1.2.9 The Contractor shall comply with the requirements regarding continuity of care, transfer of patients to Saint Elizabeths Hospital and discharge planning set forth in DMH's policies and procedures regarding continuity of care, transfer and discharge.

C.1.2.10 The Contractor shall complete concurrent reviews for assessment of medical necessity of continued stay, and to ensure discharge planning and CSA participation as indicated in DMH policy.

C.1.2.11 The Contractor shall provide DMH a copy of the discharge instruction sheet for any authorized admission regardless of payer source, on or before the day of discharge.

C.1.3 Oversight and Monitoring by DMH:

C.1.3.1 The Contractor agrees to allow DMH personnel access to its facilities and to patients receiving emergency and acute inpatient psychiatric care and treatment that were referred to the Contractor by DMH. The Contractor also agrees to allow DMH to review patient treatment records and billing records for patients referred to the Contractor by DMH in order to verify the Contractor's compliance

with its obligations under this Human Care Agreement. Contractor agrees to adhere to DMH policies regarding the reporting of Unusual Incidents.

C.1.4 Billing and Reimbursement:

C.1.4.1 The Contractor represents and warrants that it has entered into a current provider agreement with both CMS and MAA for the provision of services to both Medicare and Medicaid eligible patients. Contractor agrees to bill the patient's insurance carrier, including Medicare and/or Medicaid for inpatient hospital services, in accordance with applicable federal and District laws and regulations. For those patients that are Medicaid or Medicare Part A eligible, or have other third party insurance, the Contractor shall bill those payors exclusively. The Contractor shall invoice in accordance with the rate outlined in the Schedule B Pricing Schedule for an agreed upon amount for probable cause costs and per diem for patients that are not eligible for Medicaid or Medicare Part A, or who lack third party insurance.

C.1.5 Notice of Changes in Licensure or Certification:

C.1.5.1 The Contractor shall provide DMH with notice of any changes in licensure, JCAHO certification status Medicare provider agreement or Medicaid provider agreement within ten (10) business days of any change.

C.1.5.2 Integrated Care - is the DMH Division responsible for continuity of care monitoring and support of any enrolled District of Columbia resident admitted to an acute care facility. Integrated Care is responsible for coordinating and supporting discharge planning, and for ensuring consumers receive recommended services upon discharge from an acute care admission.

C.2 DMH RESPONSIBILITY:

C.2.1 Medicaid Enrollment:

C.2.1.1 The Access Help Line shall provide the Contractor with information about each referred patient's insurance.

C.2.2 Continuity of Care, Transfer and Discharge Planning:

C.2.2.1 The Division of Integrated Care shall work with the Contractor's staff to facilitate the discharge planning process and ensure that patients are linked to appropriate community-based services upon discharge. This includes contact with each patient's assigned core services agency (CSA) at the time of admission referring patients who have not been receiving services from a CSA to a CSA at the time of admission, so that discharge planning and linkage to community-based services can begin immediately upon the patient's admission to Hospital. DMH shall comply with the requirements regarding continuity of care, transfer of patients to Saint Elizabeths Hospital and discharge planning.

C.2.3 Oversight and Monitoring Activities:

C.2.3.1 DMH shall oversee and monitor the provision of acute inpatient psychiatric care and treatment to patients under this Human Care Agreement.

C.2.4 Mutual Obligations of the Contractor and DMH:

C.2.4.1 Parties shall do everything within their respective powers to coordinate and cooperate with each other toward the mutual goal of compliance with all applicable Federal and District laws, including, in particular the Ervin Act (D.C. Official Code § 21-501 *et seq.*)

C.2.5 Continuity of Care and Discharge Planning:

C.2.5.1 The Contractor shall work cooperatively with DMH and with patient's assigned CSA to develop an appropriate discharge plan for the patient, which facilitates the patient's return to the community. Contractor agrees for purposes of discharge planning, a qualified mental health practitioner or QMHP working for patient's CSA shall be considered credentialed for purposes of discharge planning purposes.

C.2.5.2 The Contractor shall disclose, upon request by DMH and DMH provider, mental health information or protected health information for any purpose authorized under the D.C. Mental Health Information Act, including coordination of treatment.

C.2.6 Transfer of Patients to Saint Elizabeths Hospital:

C.2.6.1 If Contractor determines that a patient shall either require more than fifteen (15) days of acute inpatient psychiatric care or shall require tertiary care, Contractor shall contact the Division of Integrated Care and request approval for transfer of the patient to Saint Elizabeth's Hospital. If the transfer request is approved, DMH shall work with Contractor to accomplish the transfer. If the transfer is denied, Integrated Care shall work with Contractor, the patient and the patient's assigned CSA to develop an appropriate discharge plan for the patient, which includes intensive community-based services.

C.2.6.2 Transfer of the patient is predicated on bed availability.

C.3 GENERAL REQUIREMENTS

C.3.1 Conformance with Law and Regulation:

C.3.1.1 In accordance with the terms and conditions of this Human Care Agreement, the Contractor shall provide Acute Psychiatric Care Services, as defined below, 24 hours per day, seven days a week subject to bed availability throughout the terms of this Human Care Agreement. Acute Psychiatric Care Services provided shall conform to Federal law and the law and regulations of the Government of the District of Columbia, including but not limited to 22-A DCMR Chapter 34.

C.3.2 Conformance with Standards:

C.3.2.1 Acute Psychiatric Care Services shall conform to the following additional standards:

- a. Generally accepted standards of care as defined by the Centers for Medicare and Medicaid Services (CMS) and the Joint Commission on the Accreditation of Health Care Organizations (JCAHO);

- b. Acute Psychiatric Care Services shall be provided in the least restrictive, most natural setting which is available and appropriate to the needs of the patient;
- c. The Contractor shall provide or arrange for Acute Psychiatric Care Services based on a single standard of care for all persons it serves, regardless of source of payment and shall make no distinction in services provided to any patient admitted under this Human Care Agreement.
- d. Acute Psychiatric Care Services shall respond effectively to the values present in all cultures, races and ethnic groups and to the special needs of persons who are physically disabled, including but not limited to persons who are hearing impaired; and
- e. The Human Care Agreement shall comply with all applicable standards regarding informed consent to treatment and involuntary administration of medications and shall affirmatively seek substituted informed consent under D.C. Official Code §§ 7-1231.07, 7-1231.08 and 21-2210, when patient cannot provide informed consent.

C.3.3 Acute Psychiatric Care Services

C.3.3.1 Acute Psychiatric Care Services shall mean the following:

- a. Inpatient psychiatric evaluation and treatment services provided within a designated, appropriately secured unit;
- b. All mental health services, medically appropriate laboratory services, supplies and medications necessary for the patient's psychiatric or medical condition;
- c. All services described above, shall be rendered by a sufficient number of qualified professional personnel (including physicians, social workers and other licensed mental health therapists providing psychiatric services);
- d. Room and board, meals, laundry and housekeeping;
- e. Medically appropriate screening consultation and treatment services;
- f. Notwithstanding the above, acute psychiatric care services shall include any and all medically appropriate services needed by persons admitted to the Provider's psychiatric unit, based on the community standard of care.

C.3.3.2 The Contractor shall not enter into an agreement with a mental health management entity without the approval of DMH.

- a. If DMH approves, a copy of the Contract shall be provided to DMH.
- b. The Contractor shall not change the mental health management entity or enter into a Contract with a new mental health management entity, without DMH's approval.

C.3.4 Intake and Assessment:

- a. The Contractor shall make every reasonable effort to admit to its psychiatric unit all persons Authorized to receive Acute Psychiatric Care Services by the DMH Access Help Line, within four hours of such Authorization, providing that the patient's condition reasonably permits transfer. Admission is predicated on the availability of an unoccupied psychiatric bed in the Contractor's designated and secured psychiatric facility.
- b. The Contractor shall perform medical examinations within 24 hours of admission on all persons admitted.
- c. The Contractor shall complete a psychiatric evaluation within 24 hours of admission on all patients admitted. A comprehensive treatment plan shall be written and initiated within two working days from admission.

C.3.5 Treatment:

- a. The Contractor shall provide such services as the patient's condition reasonable requires, including but not limited to the following:
 - 1. Medical evaluation and treatment;
 - 2. Psychiatric and Psychopharmacological evaluation and treatment;
 - 3. Nursing, psychological, social and rehabilitative assessment and interventions; and
 - 4. Active discharge and aftercare planning services, which include reasonable efforts to ensure the involvement of the patient and the CSA designee.
- b. The Contractor shall ensure that patients are involved in active programming throughout the day at a level that is consistent and appropriate for the patient's condition.
- c. The Contractor shall, to the extent feasible and to the extent permitted by the patient's consent, permit and encourage the patient's family and significant others to be involved in all phases of the treatment process.
- d. Services shall be provided through a multidisciplinary team in a manner that ensures maximum feasible participation by the patient.

- e. The Contractor shall use reasonable efforts to meet with the CSA designee no later than two business days after admission. The CSA designee's communication shall include, if available;
 - 1. Psychosocial history;
 - 2. Individual Recovery Plan (IRP); and
 - 3. Treatment history
- f. Contractor shall help to facilitate a face-to-face meeting between CSA designee and consumers once a week during the inpatient stay.
- g. In conjunction with CSA, the Contractor shall complete a Level of Care Utilization Systems (LOCUS) evaluation of each patient within 5 days of admission and every seventh day thereafter. As an element of the discharge planning process, the Provider and the CSA shall complete a LOCUS evaluation prior to a patient's discharge from the hospital.
- h. Each patient shall remain in the hospital for such length of time as the patient's condition reasonably requires. In such cases where the patient cannot reasonably be discharged to a lower level of care by the fifteenth day of the inpatient stay, the Contractor shall confer with Integrated Care on the 13th day of the stay and begin making arrangements for the transfer of the patient to SEH for ongoing care.

C.3.6 Transfers:

- C.3.6.1 No person admitted under this Human Care Agreement shall be transferred to another hospital for psychiatric care, including but not limited to SEH, without the prior consent and authorization of the DMH Division of Integrated Care.

C.3.7 Involuntary Commitment:

- C.3.7.1 The Contractor shall comply with the District of Columbia's Civil Commitment Laws and the DMH protocol for the emergency involuntary hospitalization of persons requiring assessment and acute psychiatric care. A copy of the DMH protocol for the emergency involuntary hospitalization of person requiring assessment and acute psychiatric care is marked as Exhibit A and attached to this scope of services and wholly incorporated herein by reference.

C.3.8 Discharge and Aftercare Planning:

- a. Discharge and aftercare planning shall begin as soon as practical after admission and shall include the patient, the patient's CSA designee, the Contractor and the patient's family or significant others.

- b. Discharges of all individuals admitted shall be planned and coordinated with the CSA that is assigned to the patient by the DMH Division of Integrated Care.
- c. No person admitted shall be discharged without prior authorization of the DMH Division of Integrated Care unless all of the following conditions are met:
 - 1. The person is not dangerous to self or others;
 - 2. The person's psychiatric condition permits discharge and the consumer has a scheduled appointment with CSA within seven days of discharge and the appointment is documented in the discharge planning documentation;
 - 3. The Contractor notifies the Division of Integrated Care of the date and time of the patient's post-discharge appointment with the CSA;
 - 4. Appropriate linkages are in order and discharge planning documentation evidences Contractor's reasonable efforts to address the patient's individual needs including benefits acquisition, transitional services and housing, as applicable. If the CSA does not have appropriate linkages made prior to the patient's scheduled discharge, Contractor shall contact the Division of Integrated Care and report that discharge planning linkages are not in place.

C.3.9 Utilization Management:

- a. The Contractor shall maintain utilization management processes to ensure efficient, quality inpatient care to DMH patients.
- b. The Contractor shall appoint a Physician Liaison to interface with the DMH Integrated Care designee for clinical accountability and problem solving. The Integrated Care designee shall meet with the Provider's Physician Liaison and other clinical staff on a weekly basis to review and discuss issues pertaining to the implementation of this Agreement.
- c. The ICD designee may perform concurrent or retrospective utilization review of a case and may request that the Physician Liaison participate in the concurrent or retrospective review of a case in question.
- d. If the ICD designee is not satisfied with the review performed by the Physician Liaison, DMH may contact the Contractor's Chief Medical Officer who shall designate a qualified psychiatrist to perform a second review of the case.

- e. The Contractor shall cooperate with DMH program audits and shall provide all information requested for such audits within 10 business days of request with appropriate patient consent.

C.3.10 Audits:

C.3.10.1 DMH may conduct or engage a third party to conduct an audit to verify the accuracy of claims and billing information and to conduct other examinations related to the Contractor's performance under this Human Care Agreement. The Contractor shall cooperate with DMH and its auditor(s).

C.3.11 Condition of Payment:

C.3.11.1 DMH shall make payments under this Contract for any person treated by the Contractor so long as the DMH Access Help Line has prior authorized inpatient treatment for the period of stay covered by the Contractor's bill for services. An authorization is required for payment but not all authorized stays are eligible for payment.

C.3.11.2 DMH shall make payments under this contract for any person the Contractor assisted with attending a probable cause hearing while under the Contractors care, so long as the DMH Access HelpLine has prior authorized inpatient treatment for the period of stay covered by the Contractor's bill for services.

C.3.12 Coordination of Benefits:

- a. DMH shall be considered the payer of last resort. Accordingly, Contractor agrees to comply with generally accepted practices and procedures for coordination of benefits and third party liable recovery.
- b. Contractor shall establish and implement effective and timely procedures to identify and recover those payments from all third party payers.
- c. Contractor agrees to make all reasonable efforts to seek payments from third party payers prior to submitting an invoice to DMH for uncompensated care.
- d. In the event it is established by the Contractor, DMH or the CSA that a patient admitted pursuant to this Contract has third party payer sources (s), authorization for payment for services shall be rescinded by DMH retroactive to the start of coverage for the inpatient episode and the Contractor shall bill the other payer(s) directly.

C.4 RESPONSE SPECIFICATIONS

C.4.1 Prospective Contractors responding to the Solicitation shall provide detailed responses to the requirements described in the Scope of Work.

C.5 STANDARD OF PERFORMANCE

C.5.1 The Contractor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Contract.

The Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

C.6 ADVERTISING AND PUBLICITY

C.6.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

C.7 CONFIDENTIALITY

C.7.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the HIPAA privacy rule (the requirements and restrictions contained in 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) and Section H.3 of this Human Care Agreement.

***** 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 contract 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.

D.2 POSTAGE AND MAILING FEES

Contractor 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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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E-1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES

E-1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4 [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%20and%20form/Standard%20Contract%20Provisions%200307.pdf) (To open, "right click on mouse," select "open hyperlink select "OK")

E-2 TERMINATION BY CONTRACTOR

E.2.1 Contractor may terminate this Contract with or without cause upon 30 days prior written notice to DMH.

***** 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 (POP) for this Human Care Agreement shall be One Year from Date of Award with Four (4) One Year Option Periods. The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed five (5) years.

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

F.2.1 The District may extend the term of this Agreement for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract 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 Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

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

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

F.3 DELIVERABLES

F.3.1 The Contractor shall provide Acute Inpatient Care to Patients for a maximum stay of fifteen (15) days per patient.

F.3.2 The Contractor shall transport Patient and appropriate Staff to the D.C. Superior Court for Probable Cause Hearings when directed by the D.C. Superior Court.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this Solicitation or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, N.E. Suite 200
Washington, DC 20002
Office - (202) 671-3188
Fax - (202) 671-3395
Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

- G.2.1 These shall be Fixed Price Agreements/Contracts with fixed unit prices. Contractor shall be remunerated at a fixed unit rate indicated in Section B for service performed. In the event of termination under this Solicitation, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.
- G.2.2 This Human Care Agreement shall be a “non-personal services Contract”. It is therefore, understood and agreed that Contractor and/or Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the Contract objectives.
- G.2.3 By accepting this order or Contract contractor agrees that the District, at its discretion, after completion of order or Contract period, may hire an individual who is performing services as a result of this order or Contract, with restriction, penalties or fees.

G.3 MODIFICATIONS

- G.3.1 Any changes, additions or deletions to this Solicitation shall be made in writing by a formal Modification to this Solicitation and shall be signed by the Director, Contracts and Procurement/Agency Chief Contracting Officer only.

G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

- G.4.1 DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Contract beyond September 30, 2013, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.5 DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

- G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this Solicitation, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this Solicitation and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

The Contracting Officer's Technical Representative (COTR) for this Contract is:

Name: Jana Berhow, LICSW
Title: Director, Division of Integrated Care
Agency: Department of Mental Health
Address: 64 New York Avenue, N.E., Suite 200
Washington, D.C. 20002
Telephone: (202) 671-2988
E-Mail: jana.berhow@dc.gov

G.6 SUBMISSION OF INVOICES FOR PATIENTS THAT ARE NOT MEDICAID OR MEDICARE PART A ELIGIBLE

- G.6.1 Contractor shall submit an original and three copies of the invoice on a monthly basis to Accounts Payable and the COTR. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and

address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice.

Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 INSTRUCTIONS FOR INVOICING INVOLUNTARY ACUTE CARE ADMISSIONS FOR UNINSURED CONSUMERS

1. Hospitals must apply for Medicaid for Consumers that appear to be Medicaid Eligible
2. The Hospital should send an invoice to DMH for payment:
 - a. Once the Hospital has a denial from Medicaid, or
 - b. Has checked on the Medicaid status post application and cannot verify eligibility/approval after 45 days
3. The invoice should include:
 - a. Consumer last and first name
 - b. Consumer eCura/DMH patient identification number
 - c. Date of admission
 - d. Date of discharge
 - e. Requested units of service
4. DMH shall then review each submission with DCHF to determine the actual status.
5. DMH shall not pay when the Medicaid application status is:
 - a. Pending
 - b. Approved
 - c. No application
6. DMH shall pay when the Medicaid application status is:
 - a. Denied
7. If a Consumer who lives out of state shall be returning to their home state, the confirmation of out-of-state residency form (**Exhibit C**) should be attached to the invoice materials.

- a. Attachment of this form shall release payment.
 - b. Residents of MD and VA for whom out of state Medicaid can be billed are not included
8. Consumers who lived out of state but are declaring D.C. residency now shall need to follow the steps outlined in steps (1 - 5) above.

G.8 INSTRUCTIONS FOR INVOICING THE PROBABLE CAUSE RATE

1. Hospitals shall invoice for Probable Cause Hearings in which the hospital testified and/or participated.
2. The Hospital should send an invoice to DMH for payment which includes:
 - a. Consumer last and first name
 - b. Consumer eCura/DMH patient identification number
 - c. Date of the probable cause hearing
3. DMH shall then review each submission with the Office of the Attorney General (OAG) to confirm hospital participation.
4. DMH shall not pay when the OAG cannot confirm hospital participation and/or testimony.

G.9 CERTIFICATION OF INVOICE

- G.9.1 The COTR shall perform certification of the Contractor's invoice. The invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

G.10 PAYMENT

- G.10.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. DMH shall only pay Contractor for performing the services under this Contract at the prices stated in Section B.

G.11 RESPONSIBILITY FOR AGENCY PROPERTY

- G.11.1 The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Solicitation, or while in Contractor's custody for storage or repair, resulting

from the negligent acts or omissions of Contractor or any employee, agent, or representative of Contractor or Subcontractors'. Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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PART I: THE SCHEDULE

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$300 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

H.1.3 The Contractor shall not be charged with liquidated damages when the delay in delivery or performance arises due to causes beyond the control and without the fault or negligence of the Contractor as defined in the default clause of this contract.

H.2 CONTRACTOR LICENSE/CLEARANCES

H.2.1 The Contractor shall maintain documentation that he/she possesses adequate training, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses or certification as appropriate.

H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 Definitions

(a) "Business Associate" shall mean The Contractor.

(b) "DMH" shall mean the District of Columbia, Department of Mental Health

- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
 - 1. A group of records maintained by or for DMH 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 DMH 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 DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 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.
- (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
- (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
- (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
- (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

H.3.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subContractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH 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) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

H.3.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected 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 Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the 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 Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

H.3.4 Obligations of DMH

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such Limitation may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (b) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

H.3.5 Permissible Requests by DMH

- (a) DMH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DMH.

H.3.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of Contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
 - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
 - (2) Immediately terminate the Contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
 - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
 - (1) Except as provided in Section H.2.6(c)(2), upon termination of the Contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
 - (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures

of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

H.3.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DMH to comply with the Privacy Rule.

H.4 COST OF OPERATION

- H.4.1 All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.5 PROTECTION OF PROPERTY

- H.5.1 The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this Contract.

H.6 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

- H.6.1 During the performance of the Contract, this Contractor and any of its subcontractors 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. SECTION 12101 et seq.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

- H.7.1 During the performance of this Contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. Section 794 et. seq.

H.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1 Except as described below, the Contractor shall comply with Title 1 of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. La 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.8.2 The Contractor shall pay its employees and sub-contractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.8.3 The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.2 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.3 If there are insufficient qualified small business enterprises to completely fulfill the requirement, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.4 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.10 SUBCONTRACTING PLAN

- H.10.1 If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its bid, a notarized statement detailing its subcontracting plan. Bids responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder is required to subcontract, but fails to submit a subcontracting plan with its bid. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.3 A statement of the dollar value of the bid that pertains to the sub-contracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.4 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.5 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.10.6 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.10.7 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.8 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.9 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.10.10 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.11 SUBCONTRACTING PLAN COMPLIANCE REPORTING

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.11.1 The dollar amount of the contract or procurement;
- H.11.2 A brief description of the goods procured or the services contracted for;

- H.11.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.11.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.11.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.11.6 A description of the activities the Contractor engaged in, in order to achieve the sub-contracting requirements set forth in its plan; and
- H.11.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.12 SUBCONTRACTOR STANDARDS

- H.12.1 A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.13 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.13.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.13.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.13.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT 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 Contract(s) resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor 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 Contractor 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

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

I.6.1 The Contractor shall maintain compliance with the terms and conditions of the First Source Employment Agreement executed between the District of Columbia and the Contractor throughout the entire duration of the contract, including option periods if any.

I.7 SUBCONTRACTS

I.7.1 Provider may subcontract 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 Department to provide one or more Core Services

("Subproviders") and/or Specialty Services ("Specialty Providers"). All Core Services Agency contracts with Subproviders, Subcontractors and Specialty Providers shall be prepared using Department-approved contract forms (the "Standard Forms").

- I.7.2 Subcontractors, 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, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract, and shall require the prior approval of the Contracting Officer in order to have any force and effect.
- I.7.6 Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

Any contract in excess of \$1,000,000.00 shall not be binding or give rise or any claim or demand against the District until approved by the Council of the District of Columbia, and signed by the Contracting Officer.

I.9 CONTINUITY OF SERVICES

- I.9.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor 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 Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon

by the District to do so and keep such insurance in force throughout the contract period.

- I.10.2 Bodily Injury: The Contractor 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 Contractor shall carry property damage insurance of at least (\$20,000) per occurrence.
- I.10.4 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract, and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6 Automobile Liability: The Contractor 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 contract. 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 Contractor 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 Contractor 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 District's Contracting Officer 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**

I.11.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Contractor 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.

I.12 **CONTRACT MERGER CLAUSE**

I.12.1 This Contract, 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 Contract.

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 The Human Care Agreement awarded as a result of this Solicitation shall contain the following clause:

Any conflict in language or any inconsistencies in this Human Care 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 precedence documents that are hereby incorporated into this Human Care Agreement by reference and made a part of the Contract:

I.14.1 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement).

I.14.2 Wage Determination No. 05-2103, Rev. 12, dated June 13, 2012.

I.14.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007.

I.14.4 Sections A through M of this Solicitation/Contract No. RM-013-HCA-111-BY4-DJW

I.14.5 Best and Final Offer: Pending

I.14.6 Human Care Agreement Submission Dated: May 23, 2013

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

PART III: SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS
WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:

- J.1** STANDARD CONTRACT PROVISIONS (JULY 2010)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_ProvisionsJuly2010.pdf
- J.2** WAGE DETERMINATION (REVISION 8, MAY 26, 2009) (10 Pages) Wage Determination - May 26, 2009.PDF (568KB)
- J.3** 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://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
- J.4** EQUAL EMPLOYMENT OPPORTUNITY INFORMATION AND MAYOR ORDER 85-85 (6 Pages)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/EEO+Information+and+Mayor+Order+85-85>
- J.5** FIRST SOURCE EMPLOYMENT AGREEMENT (9 Pages)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+center/Solicitation+Attachments/First=Source+Employment+Agreement>
- J.6** TAX CERTIFICATION AFFIDAVIT (1 Page)
<http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Tax+Certification+Affidavit>
- J.7** LIVING WAGE ACT FACT SHEET (THE WAY TO WORK (2 Pages) AMENDMENT ACT OF 2006
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8** DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES (New)
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp>
(Total 85 Pages)
- J.9** EXHIBIT A - DEPARTMENT OF MENTAL HEALTH LEGAL PROTOCOL FOR INVOLUNTARY HOSPITALIZATION (Attached to this Solicitation)
- J.10** EXHIBIT B - DEPARTMENT OF MENTAL HEALTH NOTICE OF FINAL RULEMAKING FOR PROBABLE CAUSE HEARINGS (Attached to this Solicitation)
- J.11** EXHIBIT C - CONFIRMATION OF OUT OF STATE RESIDENCY FORM (Attached to this Solicitation)

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

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS AND
OTHER STATEMENTS OF BIDDERS**

Bidder/Offeror Certification Form
Available at www.ocp.dc.gov click on "Solicitation Attachments"

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

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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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 multiple Agreements/Contracts resulting from this solicitation to responsive and responsible Offerors whose offers conform to the solicitation and are most advantageous to the District in cost or price, technical and the other factors specified elsewhere in this solicitation.

L.1.2 Initial Offers

L.1.3 The District may award Contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's 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 three (3) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten with New Roman font and 12 point font size on 8.5" by 11" bond paper, each page numbered and technical proposal shall not to exceed 25 pages, additional pages only for cost proposal and supporting documentation. 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. **RM-013-HCA-111-BY4-DJW (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. The Offeror shall respond to each factor in a way that shall allow the District to evaluate the Offeror's response. The Offeror 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 shall contain sufficient detail to provide a clear and concise representation of the requirements in Section C.)

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-Proposal conference shall be held at Department of Mental Health, 64 New York Avenue, N.E., Washington, D.C. 20002, Suite 200 Conference Room 218 on April 25, 2013 @ 12:00 PM EST. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference.

The purpose of the Optional Pre-Proposal 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. Any major revision to the Solicitation as a result of the Pre-Proposal conference, or answers to deferred questions shall be made in the form of a written addendum to the original Solicitation.

Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers at the Pre-Proposal conference are only intended for general direction and do not represent the Department's final position. All oral questions shall be submitted in writing following the close of the Pre-Proposal conference in order to generate an official answer. Official answers shall be provided in writing to all prospective Offerors who are listed on the official list as having received a copy of the solicitation.

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.2 Proposal Submission

L.4.3 Proposal shall be submitted no later than 2:00 p.m. local time on Thursday, May 23, 2013 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-013-HCA-111-BY4-DJW.

**Department of Mental Health
Contracts and Procurement Services,
64 New York Avenue, NE Suite 200
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
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 (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Director/ACCO 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.4.3 Withdrawal or Modification of Proposals

L.4.4 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.4.5 Postmarks

L.4.6 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 Offeror can furnish evidence from the postal authorities of timely mailing.

L.4.7 Late Modifications

L.4.8 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.4.9 Late Proposals

L.4.10 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.5 EXPLANATION TO PROSPECTIVE OFFERORS

L.5.1 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 on page one. The prospective Offeror shall submit questions no later than 5 calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received less than 5 calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other prospective Offerors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.6 FAILURE TO SUBMIT OFFERS

L.6.1 Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E. Suite 200, Washington, D.C. 20002

Telephone (202) 671-3171 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.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal 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 right to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to the restriction is contained in sheets **(inset page numbers or other identification of sheets)**).

L.7.2 Mark each sheet 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.8 PROPOSALS WITH OPTION YEARS

L.8.1 The Offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.9 PROPOSAL PROTESTS

L.9.1 Any actual or prospective Offeror, who is aggrieved in connection with the solicitation or award of a Contract, shall 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 proposal 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, shall 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 Director/ACCO for the solicitation.

L.10 SIGNING OF OFFERS

L.10.1 The Contractor shall sign the offer in **Blue Ink** and print or type its name on the Solicitation, Offer and Award form of this solicitation. Erasures or other changes shall 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.11 UNNECESSARILY ELABORATE PROPOSALS

L.11.1 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 Offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired

L.12 RETENTION OF PROPOSALS

L.12.1 All proposal documents shall be the property of the District and retained by the District, and therefore shall not be returned to the Offerors.

L.13 PROPOSAL COSTS

L.13.1 The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

L.14 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

L.14.1 In addition to other proposal submission requirements, the Offeror shall submit 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 shall 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.15 CERTIFICATES OF INSURANCE

L.15.1 The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.10 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of Contract award to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement Administration
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, N.E., Suite 200
Washington, DC 20002
Telephone: 202-671-3171
E-Mail: samuel.feinberg@dc.gov

L.16 ACKNOWLEDGMENT OF AMENDMENTS

L.16.1 The Offeror 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 shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

L.17 BEST AND FINAL OFFERS

L.17.1 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 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 Director/ACCO 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 Contractor selection and award based on the best and final offers received. If discussions are reopened, the Director/ACCO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.18 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

L.18.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

L.18.2 A copy of each District of Columbia license, registration or certification which 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.18.3 If the Offeror is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.19 FAMILIARIZATION WITH CONDITIONS

- L.19.1 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. Contractors 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.20 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.20.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Contract.
- L.20.2 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.20.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.20.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.20.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.20.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.20.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.20.8 If the prospective Contractor 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 Agency Chief Contracting Officer shall determine the prospective Contractor to be non-responsible.

L.21 KEY PERSONNEL

L.21.1 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. 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).

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

SECTION M
EVALUATION FACTORS FOR AWARD
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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Contract shall be awarded to the responsive and responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, 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

M.2.1 The Technical Rating Scale is as follows:

<u>Numeric Rating</u>	<u>Adjective</u>	<u>Description</u>
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
5	Excellent	Exceeds most, if not all requirements, no deficiencies.

M.2.2 The technical rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score shall be determined by adding the Offeror's score in each evaluation factor. For example, if an evaluation factor has a point value range of twenty (20) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good", then the score for that evaluation factor is 4/5 of 20 or 16.

If sub-factors are applied, the Offeror's total technical score shall be determined by adding the Offeror's score for each sub-factor. For example, if an evaluation factor has a point value range of twenty (20) points, with two sub-factors of ten (10) points each, using the Technical Rating Scale above, if the Districts evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total

score for that evaluation factor is 4/5 of 10 or 8 for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

M. 3 EVALUATION CRITERIA

Selection of Offerors for Contract awards shall be based on an evaluation of proposals against the following factors which shall be reviewed and scored according to the quality of the responses to required sections. Each proposal shall be scored on a 100-point scale.

M.3.1 TECHNICAL CRITERIA (90 Points Maximum)

- A. The Offeror shall demonstrate a well-developed plan that details proposed organizational structure, staffing pattern, commitment to clinical competence in treating co-occurring services, consumers admitted to Psychiatric Hospitals in an Involuntary legal status and an Evaluation Plan.
(15 Points)
- B. The Offeror shall demonstrate/provide evidence that the applicant shall develop the project based upon a Recovery-based Philosophy, active peer involvement and knowledge of the court system.
(15 Points)
- C. The Offeror shall demonstrate/provide evidence of experience, ability and past performance working with and/or teaming with Core Service Agencies (CSAs) to link individuals with community-based services, as appropriate and enrollment with substance abuse providers when appropriate to effectively discharge, plan and coordinate care for the targeted population.
(20 Points)
- D. The Offeror shall demonstrate experience and past performance delivering acute psychiatric care services to people in an involuntary legal status who may refuse treatment as evidenced by the response to how the Vendor would ensure proper treatment to the following individual:

Example - Consumer Jane Doe was admitted to the Hospital 3 days ago and has not consented to take medications. She has not engaged in behaviors that require emergency medications, however, she is extremely disorganized, psychotic and dangerous to herself in that her auditory hallucinations tell her to harm herself and she cannot be distracted from them.
(20 Points)
- E. The Offeror shall demonstrate experience and past performance delivering Acute Psychiatric Care Services to Consumers in D.C, who are in an Involuntary or Voluntary legal status using generally accepted standards of care including cultural and linguistic competence.
(20 Points)

M.3.2 PRICE CRITERION (10 Points Maximum)

The price evaluation shall be objective. The Offeror with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Offeror's evaluated cost/price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

M.4.1 The District shall evaluate Offers for award purposes by evaluating the total price for all option years as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the options years. Quantities to be awarded shall be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code §2-218.01 et seq. (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Contractors as follows:

M.5.1.1 Any prime Contractor that is a Small Business Enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Human Care Agreement (HCA).

- M.5.1.2 Any prime Contractor that is a Resident-Owned Business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this HCA.
- M.5.1.3 Any prime Contractor that is a Longtime Resident Business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this HCA.
- M.5.1.4 Any prime Contractor that is a Local Business Enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this HCA.
- M.5.1.5 Any prime Contractor that is a Local Business Enterprise with its principal offices located in an Enterprise Zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this HCA.
- M.5.1.6 Any prime Contractor that is a Disadvantaged Business Enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this HCA.
- M.5.1.7 Any prime Contractor that is a Veteran-Owned Business (VOB) certified by DSLBD shall receive the addition of two points on a 100-points scale added to the overall score for proposals submitted by the VOB in response to this HCA.
- M.5.1.8 Any prime Contractor that is a Local Manufacturing Business Enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this HCA.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitle under the Act is the equivalent to twelve (12) points on a 100-point scale for proposals submitted in response to this HCA. There shall be no preference awarded for subcontracting by the prime Contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certified a joint venture, the certified joint venture shall receive preferences as a prime Contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1 Any Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Contracting Officer shall verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2 Any Offeror seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, D.C. 20001

- M.5.4.3 All Offerors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

- M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.
- M.6.2 In connection with any discount offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery, payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

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

Attachment J.9

**EXHIBIT A
DEPARTMENT OF MENTAL HEALTH
LEGAL PROTOCOL FOR INVOLUNTARY HOSPITALIZATION**

This protocol contains procedures designed to enable the Department of Mental Health (“the Department” or “DMH”) and _____ to work cooperatively in securing the emergency hospitalization of persons who require such intervention in accordance with the requirements set forth in the Ervin Act, the District’s law governing emergency involuntary detention and civil commitment.

1. For persons initially presenting at the DMH Comprehensive Psychiatric Evaluation Program (CPEP)

After conducting an initial examination and attempting stabilization of the person as appropriate, the attending CPEP physician shall determine whether hospitalization is warranted.

If the CPEP physician determines that hospitalization is warranted, and the person is unable or unwilling to give consent, the physician shall contact the Access Help Line (AHL) to obtain prior authorization for the admission, and locate an appropriate bed. Upon Access Helpline verification of authorization, the CPEP physician shall consult by telephone with a clinician designated by the Hospital for the purpose of completing the Emergency Medical Treatment and Active Labor Act (EMTALA) appropriate communication prior to transport including determining whether admission to the Hospital is appropriate, taking into account (1) the individual’s current presentation and clinical history and (2) the current level of acuity on the unit.

If the Hospital agrees to admit the person, the CPEP physician shall execute the admission certificate required by the Ervin Act (the “522” certificate) and arrange to have the person transported the Hospital.

2. For persons initially presenting at the Hospital

After conducting an initial evaluation, the Hospital physician shall determine whether hospitalization is warranted and if so, whether the person is able and willing to give consent. The Hospital shall call the Access Help Line for a determination of the person’s legal status. (If the person is a committed outpatient, a separate procedure applies. See Number seven (7) below.)

If involuntary hospitalization is necessary, but the Hospital is not able to admit the person, it shall call the Access Help Line for prior authorization to another private hospital or at Saint Elizabeths Hospital. The Hospital is responsible for transport of the patient to the receiving facility. The attending physician at the Hospital shall execute an FD-12 (on a standard form furnished by the Department) if one was not executed already by the person who accompanied the individual to the Hospital. The original of the FD-12 shall be sent with individual upon transport to another facility.

Alternatively, if the Hospital is able to admit the person, it shall make every effort to obtain an FD-12 from the police officer, doctor or DMH officer/agent who accompanied the individual to the Hospital. If an FD-12 cannot be obtained from such a person, the Hospital shall contact the Access Help Line to arrange for a DMH Mobile Crisis team to come to the Hospital, examine the person, and execute an FD-12 prior to the person's admission. Once the FD-12 is executed, a doctor on duty at the Hospital who is qualified under the Ervin Act shall execute the admission certificate (on a standard from furnished by the Department) prior to the person's admission to the unit.

Upon admitting the person, the Hospital shall immediately notify the DMH Chief Clinical Officer by phone, fax, or e-mail as required by the statute. The Hospital shall make the following additional statutorily-mandated notifications within 24-hours of admission:

Commission on Mental Health at the court

Parent/guardian of an individual under age 18

Spouse, parent, or guardian of an individual 18 and over (if authorized by the individual)

3. Continuing hospitalization beyond the initial 48 hours

If a person involuntarily admitted to the Hospital requires continued involuntary hospitalization, it shall be the responsibility of the Department and the Mental Health Division of the DC Attorney General's Office to file the required petition with the Court with 48 hours of the person's admission to the Hospital, or, if the person was first admitted to CPEP for extended observation, within 48 hours of that admission. If the Hospital has the original of either the FD-12 or the admission certificate, it shall make them available to the Department so they can be filed along with the petition. The Hospital shall also make available for filing a summary or a selected portion of the clinical record that documents ongoing acuity.

Time and collaboration are of the essence, as the courts strictly construe all applicable deadlines down to the minute and an untimely filing could result in the premature release of the person.

If after reviewing the filing, the court orders the person's release, the person must be released from involuntary detention as soon as the Hospital receives a copy of the order. Prior to discharging the person, the Hospital may offer the person the opportunity to remain as a voluntary patient. The Hospital shall notify the AHL of a court ordered release to facilitate Core Services Agency (CSA) response and continuity of care.

4. Procedures during the "seven day" period

If the court agrees that continued hospitalization is warranted, it shall issue an order authorizing continued involuntary hospitalization for another seven days from the date and time of the order.

During that seven-day period, the Hospital shall do the following:

A. Arrange for re-examination of the person within 48 hours of the date and time stamped on the court's order and notify the following regarding the results of the examination:

- DMH Chief Clinical Officer (immediately by phone, fax, or email)
- Commission on Mental Health (immediately by mail)

- Parent/guardian of minor (immediately by mail)
- Spouse, parent, attorney, guardian, or nearest relative (by mail within 48 hours, if authorized by the patient)

B. Accommodate a probable cause hearing, if requested by the person. The Hospital shall designate a contact person who shall be responsible for making arrangements at the Hospital for probable cause hearing and coordinating with the court and the parties. This includes at a minimum:

- Allowing the person's attorney the opportunity to meet with him/her and a reasonable opportunity to interview the treating psychiatrist and other Hospital staff;
- Making the treating psychiatrist and other Hospital staff available to the Assistant Attorney General (AAG) who is responsible for presenting the case for continued hospitalization on behalf of the Department;
- Furnishing both the individual's attorney and the AAG with photocopies of the person's clinical record promptly upon their request.
- Arranging for the treating psychiatrist to give testimony at the hearing if subpoenaed or requested by the AAG.

The Hospital understands that while the treating psychiatrist is not automatically required to testify at probable cause hearings, the circumstances of particular cases may require his or her testimony to establish probable cause. The parties shall endeavor to utilize the other treating staff to the maximum extent possible and avoid where possible the unnecessary appearance of the treating psychiatrist at court, recognizing that the Hospital shall furnish the clerk's office at the court (202 879-1040), the Mental Health Division of the Office of the Attorney General (OAG) (Rosamund Holder, Chief, 202 741-0865, and the Mental Health Division of the Public Defender Service (Harry Fulton, Chief (202 824-2860) with the name and contact information of the Hospital's coordinator for probable cause hearings.

5. **Hospitalization beyond the "seven-day" period**

If involuntary hospitalization is warranted beyond the seven-day period authorized by the court, the Department, through the OAG's Mental Health Division, shall file the petition that must be filed before the end of the seven-day period. Upon the request of the Department, the Hospital shall promptly provide (on a standard form provided by the Department), a certificate executed by a psychiatrist or qualified psychologist meeting the following requirements:

- The certificate attests that the person is mentally ill and because of the illness is likely to injure self or others if not committed; The certificate is based on personal examination with the past 72 hours; and
- The bases for the doctor's opinions and conclusions are set forth in detail.

If it is anticipated that the person shall remain at the Hospital, the certificate must be executed by a doctor who is not financially or otherwise affiliated with the Hospital.

The Department, with the assistance of the OAG's Mental Health Division, shall be responsible for handling the next stage of the legal proceedings, the hearing before the Commission on Mental Health, as well as any subsequent proceedings in the case.

6. **Authority to Discharge**

The Hospital shall not discharge the person or convert the person's legal status from involuntarily detained to voluntary; unless the Hospital, in the reasonable and customary exercise of clinical judgment, determines that the person is no longer likely to injure self or others as a result of mental illness if not presently detained. Discharge or voluntary status terminates the legal proceedings. In the event of discharge or change to voluntary status, the Hospital shall immediately notify:

- The Access Help Line (immediately by phone)
- DMH Chief Clinical Officer (immediately by phone, fax or email)
- Mental Health Section, AG's Office (immediately by phone, fax, or email)
- The Consumer's assigned CSA (immediately by phone, fax, or email)
- Parent/guardian of minor (immediately mail)
- Spouse, parent, attorney, guardian, or nearest relative (by mail within 48 hours, if authorized by patient)

7. **Rehospitalization of Committed Outpatients**

The Hospital may admit a committed outpatient either directly through its Emergency Department or through CPEP. A notice and affidavit of re-hospitalization must be filed with the court and served upon the individual and his or her attorney within 24 hours of the admission. DMH and OAG shall be responsible for preparing, filing, and serving these documents. The Hospital shall immediately notify the DMH Chief Clinical Officer of the admission by telephone and shall otherwise facilitate this process.

Unless the court orders the person's release, the Hospital may detain a committed outpatient involuntarily, even if the person voluntarily sought or acquiesced in the hospitalization. Within five days of the admission, DMH through the OAG, shall file a petition with the court seeking authority for continued hospitalization if clinically warranted in the judgment of the treating psychiatrist. The preceding section entitled "Authority to Discharge" applies as it relates to discharge decisions. However, the Hospital may not admit a committed outpatient as a voluntary patient or convert the person to voluntary status under any circumstances without the consent of the DMH Chief Clinical Officer.

*****END OF EXHIBIT A*****

Attachment J.10

**EXHIBIT B
DEPARTMENT OF MENTAL HEALTH**

NOTICE OF FINAL RULEMAKING

The Director of the Department of Mental Health (Department), pursuant to the authority set forth in Sections 104 and 105 of the Department of Mental Health Establishment Amendment Act of 2001, effective December 18, 2001 (D.C. Law 14-56; D.C. Official Code §§ 7-1131.04 and 7-1131.05 (2008 Repl.)), hereby gives notice of a new Chapter 54 (Private Hospital Probable Cause Hearing - Reimbursement) to Subtitle A (Mental Health) of Title 22 (Health) of the District of Columbia Municipal Regulations (DCMR).

The purpose of this new rule is to establish the rate to reimburse private hospitals in the District of Columbia which, pursuant to a contract with the Department, ensure involuntary patients are safely present in court for probable cause hearings pursuant to D.C. Official Code §21-525 (2008 Repl.), and that the patient's hospital psychiatrist or qualified psychologist is also present and prepared to testify at such a hearing. The Department recognizes that transportation, security, the testimony of the attendant doctors, and their absence from the hospital wards during time at court for a probable cause hearing, mean costs incurred by the hospital, and yet are a legal requirement for individuals who are under an order of involuntary hospitalization. Because it is beneficial to these individuals and to the District as a whole to be able to have private community hospitals accept these individuals when authorized by the Department, the Department recognizes the necessity to reimburse the hospitals for these costs.

The proposed rulemaking was published on January 4, 2013, in the *D.C. Register* at 60 DCR 0054. No comments were received and no changes have been made to the proposed rule as published. The Department of Mental Health took final action on the rule on February 11, 2013. This rule will become effective on the date of publication of this notice in the *D.C. Register*.

Subtitle A, Mental Health, of Title 22 of the District of Columbia Municipal Regulations is amended by adding a new Chapter 54 to read as follows:

**CHAPTER 54 PRIVATE HOSPITAL PROBABLE CAUSE HEARING —
REIMBURSEMENT**

5400 PURPOSE

5400.1 This chapter establishes the reimbursement rate for private hospitals in the District of Columbia which, pursuant to a contract with the Department of Mental Health (Department), accept patients who are involuntarily hospitalized pursuant to D.C. Official Code §21-524 and as a result may have a probable cause hearing at the D.C. Superior Court, which in turn will require the hospital to safely transport the patient from the hospital to the hearing and back, and also provide expert testimony for the hearing.

5400.2 Nothing in this chapter grants to a private hospital the right to reimbursement for costs of supporting a patient’s probable cause hearing. Eligibility for reimbursement for a probable cause hearing is determined solely by the contract between the Department and the private hospital, and is subject to the availability of appropriated funds.

5401 REIMBURSEMENT RATE

5401.1 The Private Hospital Probable Cause Hearing Rate is as set forth below:

SERVICE	RATE	UNIT
Probable Cause Hearing	\$650.00	Per Event

5401.2 The Department shall not provide any other reimbursement for any cost incurred by a private hospital with a contract with the Department beyond the event rate cited in this rule.

5402 ELIGIBILITY

5402.1 Only a private hospital located in the District of Columbia who has entered into a contract with the Department to accept involuntary patients authorized by the Department for hospitalization may incur expenses eligible for reimbursement in accordance with its contract with the Department and may bill the Department under this chapter.

5402.2 A private hospital submitting a claim under this chapter may only submit claims for probable cause hearings that have actually occurred; that is, the hearing was called by a judge or magistrate judge of the D.C. Superior Court and the patient and expert witness from the hospital were present and prepared to proceed.

5402.3 The private hospital must comply with all contractual requirements in order to submit a claim for a probable cause hearing, including but not limited to the following:

- (a) Ensuring the safe and timely transport of the patient to the D.C. Superior Court or to whatever location the court has determined the hearing is to be held, and safe transport of the patient in returning to the hospital, unless there is a finding at the hearing of no probable cause and the patient elects not to return to the hospital;
- (b) Ensuring the patient’s attending psychiatrist, qualified psychologist, or other expert witness, as determined by the Office of the Attorney General (OAG), cooperates with the representative from the OAG who will be representing the Department for the probable cause hearing to prepare for the hearing. Such preparation may include reviewing and providing copies of records, answering questions, communicating with other individuals involved in the care and

treatment of the patient while he or she was in the community, and discussing testimony; and

- (c) Ensuring the patient's attending psychiatrist, qualified psychologist, or other expert witness, as determined by the Office of the Attorney General (OAG), is present for the probable cause hearing at the time the hearing is called by the court; that the witness has the original treatment records present when giving testimony at the hearing; and that the witness remains for the hearing until released by the court or the representative from the Office of the Attorney General.

5403 SUBMISSION OF CLAIM; PAYMENT OF VOUCHER

- 5403.1 The private hospital shall submit all claims for probable cause hearings by invoice, pursuant to this chapter and the terms of the contract between the Department and the private hospital.
- 5403.2 The private hospital shall submit appropriate documentation to support all claims under its contract with the Department.
- 5403.3 The Department will reimburse a private hospital for a probable cause hearing claim that is determined by the Department to be eligible for reimbursement pursuant to the terms of the contract between the Department and the private hospital, and the rules of this chapter, subject to the availability of appropriated funds.

5404 AUDITS

- 5404.1 A private hospital shall, upon the request of the Department, cooperate in any audit or investigation concerning the claims for a probable cause hearing.

5499 DEFINITIONS

- 5499.1 When used in this chapter, the following terms shall have the meaning ascribed:

Private hospital – a nongovernmental hospital or institution, or part thereof, in the District of Columbia, equipped and qualified to provide inpatient care and treatment for a person with a physical or mental illness.

Probable cause hearing – a judicial proceeding in the D.C. Superior Court pursuant to D.C. Official Code §21-525 (2008 Repl.).

*****END OF EXHIBIT B*****

Attachment J.11

EXHIBIT C

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT OF MENTAL HEALTH**



Confirmation of Out of State Residency

Please use this form to confirm that a consumer served under the involuntary acute care contract is an out of state resident who will be returning home.

Consumer name: _____

eCura Number: _____

Admission Date: _____ Discharge Date: _____

State of Residence: _____

Signature of Staff Who Verified Residency Status: _____

*****END OF EXHIBIT C*****