



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

REQUEST FOR PROPOSALS (RFP)

RM-011-RFP-0103-BY4-DJW for Acute Psychiatric Services

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

Opening Date: October 3, 2011
Closing Date: October 27, 2011
Closing Time: 2:00 P.M. EST

To obtain a copy of the Request for Proposals (RFP) please contact Denise J. Wells, Contract Specialist at:

D.C. Department of Mental Health | Contracts and Procurement Administration
609 H Street, NE - Suite 446A Washington DC 20002
Tel: 202.671-3174| Fax: 202.671-3395

denise.carter2@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 Tuesday, October 18, 2011.

**Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contracts and Procurement Administration
609 H Street, NE 4th Floor
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 ADMINISTRATION 609 H STREET, NE, 4th FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 of 65
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-011-RFP-0103-BY4-DJW
	5. DATE ISSUED:
	6. OPENING/CLOSING TIME: October 3, 2011 / October 27, 2011 @ 2:00 P.M. EST

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

10. 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
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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	G	Contract Administration		x	L	Instrs. Conds., & Notices to The Contractors	
x	H	Special Contract Requirements		x	M	Evaluation Factors for Award	

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 RFP/IFB 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:
AREA CODE:	NUMBER:	EXT:	
			15B. OFFER DATE:

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:

IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

SECTION B

SUPPLIES OR SERVICES AND PRICE

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE NO.</u>
B.1	PURPOSE OF SOLICITATION	4
B.2	CONTRACT TYPE	4
B.3	PERIOD OF PERFORMANCE	4
B.4	SCHEDULE B PRICING SHEET (BASE YEAR)	5
B.5	SCHEDULE B PRICING SHEET (OPTION YEAR ONE)	6
B.6	SCHEDULE B PRICING SHEET (OPTION YEAR TWO)	7
B.7	SCHEDULE B PRICING SHEET (OPTION YEAR THREE)	8
B.8	SCHEDULE B PRICING SHEET (OPTION YEAR FOUR)	9

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

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

B.2 CONTRACT TYPE

The District contemplates awarding multiple Fixed Priced Contracts. In consideration of the commitments made herein, the District will refer mental health patients requiring Acute Care Services. 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 a per diem for admitted patients that are not eligible for Medicaid or Medicare Part A, or who lack third party insurance.

B.3 PERIOD OF PERFORMANCE

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

B.4 SCHEDULE B – PRICING SCHEDULE

BASE

(A) Line Item No	(B) Services	(C) Unit	(D) Unit Price	(E) 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 for probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	\$_____	\$_____
	TOTAL CONTRACT AMOUNT		NOT TO EXCEED	\$_____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

PART I - THE SCHEDULE

B.5 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR ONE

(A)	(B)	(C)	(D)	(E)
Line Item No	Services	Unit	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 for probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	\$ _____	\$ _____
	TOTAL CONTRACT AMOUNT		NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.6 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR TWO

(A) Line Item No	(B) Services	(C) Unit	(D) Unit Price	(E) 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 for probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	\$ _____	\$ _____
	TOTAL CONTRACT AMOUNT		NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

B.7 SCHEDULE B – PRICING SCHEDULE

OPTION YEAR THREE

(A)	(B)	(C)	(D)	(E)
Line Item No	Services	Unit	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 for probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	\$ _____	\$ _____
	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 FOUR

(A) Line Item No	(B) Services	(C) Unit	(D) Unit Price	(E) 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 for probable cause hearing, when directed by the D.C. Superior Court.	1 Probable Cause Hearing	\$ _____	\$ _____
	TOTAL CONTRACT AMOUNT		NOT TO EXCEED	\$ _____

Print Name of Offeror

Print Name and Title of Person Authorized to Sign for Offeror

Signature

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

TABLE OF CONTENTS

CLAUSE No.	CLAUSE TITLE	PAGE NO.
C-1	CONTRACTOR'S RESPONSIBILITY	11
C-2	DMH'S RESPONSIBILITY	12
C-3	GENERAL REQUIREMENTS	13-18
C-4	STANDARD OF PERFORMANCE	18
C-5	ADVERTISING AND PUBLICITY	18
C-6	CONFIDENTIALITY	18

PART I – THE SCHEDULE

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK (SOW)

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. Under the Dixon Court-Ordered Plan, DMH shall provide or arrange for all clinically appropriate mental health services for individuals that require hospitalization on an involuntary, emergency basis. The Dixon Court-ordered Plan also requires DMH to enter into agreements with community hospitals to provide acute care services and to operate Saint Elizabeths Hospital (SEH) as a forensic hospital and tertiary care facility.

This SOW is to assure arrangements for the provision of quality, comprehensive inpatient psychiatric services for involuntary, emergency admissions authorized by the DMH Access Help Line. Historically, all persons requiring inpatient psychiatric services on an involuntary, emergency basis have been admitted to SEH.

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 Access Help Line 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. **SCOPE OF WORK**

C.1 **CONTRACTOR'S RESPONSIBILITY**

- C.1.1 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 Acute Psychiatric Care and Treatment:
- C.1.2.1 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.1.2.2 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.1.2.3 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.1.2.4 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.1.3 Compliance with the District's Civil Commitment Laws:
- C.1.3.1 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.1.4 Continuity of Care - Transfer and Discharge Planning:
- C.1.4.1 Contractor shall comply with the requirements regarding continuity of care, transfer of patients to Saint Elizabeths Hospital and discharge planning set forth in paragraphs C.9.1 of this Agreement and DMH's policies and procedures regarding continuity of care, transfer and discharge.
- C.1.5 Oversight and Monitoring by DMH:
- C.1.5.1 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 Contract. Contractor agrees to adhere to DMH policies regarding the reporting of Unusual Incidents.
- C.1.6 Billing and Reimbursement:
- C.1.6.1 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.1.7 Notice of Changes in Licensure or Certification:

C.1.7.1 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.1.7.2 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, and if the patient appears to meet the eligibility criteria, assist the patient with application for enrollment in the District's Medicaid program.

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 set forth in paragraphs C.4.1 of this Contract.

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 Contract.

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 Contract 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, so that the patient can be discharged to the community after receiving fifteen (15) days of inpatient psychiatric services.

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 Contract, the Contractor shall provide Acute Care Services, as defined below, 24 hours per day, seven days a week subject to bed availability throughout the terms of this Contract. Acute 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 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 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 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 Contract.
- d. Acute 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 Contract 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 Care Services**

C.3.3.1 Acute 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 in section C.14.2.b 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 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 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 Contract 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 Contract. 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.

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 RFP shall provide detailed responses to the requirements described in the Scope of Work.

C.5 STANDARD OF PERFORMANCE

- C.6.1 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.7 ADVERTISING AND PUBLICITY

- C.7.1 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.6 CONFIDENTIALITY

- C.6.1 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 Contract.

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

PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

TABLE OF CONTENTS

CLAUSE No.	CLAUSE TITLE	PAGE NO.
D-1 and D- 2	PACKAGING AND MARKING	21

SECTION D

PACKAGING AND MARKING

- D.1 References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
[http://www.cop.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://www.cop.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (To open, “right click on mouse,” select “open hyperlink select “OK”)
- D-2 Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

PART I - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

TABLE OF CONTENTS

CLAUSE No.	CLAUSE TITLE	PAGE NO.
E-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 (To open, “right click on mouse,” select “open hyperlink select “OK”)	
E-2	TERMINATION BY CONTRACTOR	

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 *****

PART 1 - THE SCHEDULE
SECTION F
PERFORMANCE AND DELIVERABLES

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
F.1	TERM OF CONTRACT	25
F.2	OPTION TO EXTEND THE TERM OF THE CONTRACT	25
F.3	DELIVERABLES	25
F.4	CONTRACTOR NOTICE REGARDING LATE PERFORMANCE	25

SECTION F – PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

F.1.1 This is a Firm Fixed Contract based on the per diem rate for inpatient admission of involuntary patients. Payment shall be based on a daily rate for up to 15 days per admission for patients not eligible for Medicaid, Medicare Part “A”, or third-party insurer. No payment shall be made for those patients eligible for Medicaid, Medicare or with third-party insurance; however, all other terms shall apply, including Exhibit A. Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be that which is indicated on Schedule B Pricing Sheet of this Contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District shall extend the term of this Contract 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 District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. This is predicated on the Contractor receiving satisfactory Performance Evaluation Reviews. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DMH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Agency Chief Contracting Officer 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 Section B of the Contract.

F.2.4 The total duration of this Contract, including the exercise of any options under this clause, shall not exceed a period of 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 hearing, 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 Contracting Officer 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 DMH.

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

PART 1 - THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
G.1	CONTRACT ADMINISTRATION	28
G.2	TYPE OF CONTRACT	28
G.3	MODIFICATIONS	28
G.4	AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR	29
G.5	DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE	29
G.6	SUBMISSION OF INVOICES FOR PATIENTS THAT ARE NOT MEDICAID OR MEDICARE PART A ELIGIBLE	29
G.7	CERTIFICATION OF INVOICE	30
G.8	PAYMENT	30
G.9	RESPONSIBILITY FOR AGENCY PROPERTY	30

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

Correspondence or inquiries related to this Request for Proposals (RFP) or any modifications shall be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
609 H Street, N.E. 4th Floor
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 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 RFP, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed.
- G.2.2 This Contract 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 RFP shall be made in writing by a formal Modification to this RFP 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, 2011, 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 RFP, have direct responsibility to assign work to Contractor, review Contractor's performance during the term of this RFP 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: 609 H Street, N.E., 4th Floor
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 CERTIFICATION OF INVOICE

G.7.1 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.8 PAYMENT

G.8.1 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.9 RESPONSIBILITY FOR AGENCY PROPERTY

G.9.1 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 IFB, 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

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
H.1	LIQUIDATED DAMAGES	32
H.2	CONTRACTOR LICENSE/CLEARANCES	32
H.3	PRIVACY AND CONFIDENTIALITY COMPLIANCE	31
H.4	COST OF OPERATION	32
H.5	AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)	32
H.6	SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED	32

H.1 LIQUIDATED DAMAGES

H.1.1 Reserved

H.1.2 Reserved

H.2 CONTRACTOR LICENSE/CLEARENES

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 HIPAA PRIVACY COMPLIANCE PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.3.1 The Contractor agrees to comply with the medical records laws of the District of Columbia and the Health Insurance Portability and Accountability Act of 1996, 42 U.S.C. § 1320d to 1320d-7 (“HIPPA”) and the final regulations implementing the privacy provisions of HIPAA, 45 C.F.R. Parts 160 and 164 as amended from time to time. The parties agree that Mental Health Information concerning the care and treatment of patients under this Contract may be disclosed between DMH (including DMH providers) and Contractor without a signed release pursuant to the authority and requirements in D.C. Official Code § 7-1203.01(b).

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 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

H.5.1 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.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

H.6.1 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 programs and activities. See 29 U.S.C. section 794 et. seq.

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

SECTION I
SPECIAL CONTRACT REQUIREMENTS
TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
I (1 through 15)	CONTRACT CLAUSES	33-38

SECTION I: CONTRACT CLAUSES

I.1 GOVERNING LAW

This contract shall be governed by and construed in accordance with the laws applicable in the District of Columbia.

I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated July 2010, (Attachment J.2) are incorporated by reference into this contract. http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf

I.3 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES

Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link.
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C3126%7C.asp>

I.4 TIME

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

I.5 RIGHTS IN DATA

I.5.1 Reserved.

I.6 SUSPENSION OF WORK

I.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

I.6.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or

interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

- I.6.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I.7 STOP WORK ORDER

- I.7.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.
- I.7.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J.2).
- I.7.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.
- I.7.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I.7.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.7.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.8 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

I.8.1 Any Contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Agency Chief Contracting Officer.

I.9 This section is Reserved for Future Use

I.10 ANTI-KICKBACK PROCEDURES

Definitions:

I.10.1 “Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contractor in connection with a subcontract relating to a prime contract.

I.10.2 “Person,” as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.10.3 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.10.4 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.10.5 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.10.6 “Subcontract,” as used in this clause means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.10.7 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contractor a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.10.8 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.10.9 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.10.10 Providing or attempting to provide or offering to provide any kickback;

I.10.11 Soliciting, accepting, or attempting to accept any kickback; or

I.10.12 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.10.13 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-9 of this clause in its own operations and direct business relationships.

I.10.14 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.

I.10.15 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

I.11 INSURANCE

I.11.1 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.11.2 **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.11.3 **Property Damage:** The Contractor shall carry property damage insurance of \$20,000 per occurrence.

I.11.4 **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.11.5 **Employers Liability:** The Contractor shall carry employer's liability coverage of at least \$100,000 per employee.
- I.11.6 **Automobile Liability Insurance:** 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.11.7 **Professional Liability:** The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.11.8 All insurance provided by the Contractor as required by this section except Workers' Compensation and Employers' Liability, comprehensive automobile liability insurance and the professional liability coverage, shall set forth the District as an additional loss payee. 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 DMH. The policies of insurance shall provide for at least thirty (30) days written notice to DMH prior to this termination or material alteration.
- I.11.9 Notwithstanding the foregoing, DMH agrees that Contractor may maintain general liability (bodily injury and property damage) insurance and professional liability insurance with protection provided through Contractor's self-insurance program, Greenspring Financial Insurance Limited (GFIL) a captive insurance company licensed in the Cayman Islands (the "Captive Insurer"). GFIL shall maintain funding at actuarially sound levels as determined by a qualified actuary.

I.12 EQUAL EMPLOYMENT OPPORTUNITY

- I.12.1 In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J. 4. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

I.13 FIRST SOURCE EMPLOYMENT AGREEMENT

- I.13.1 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.14 SUBCONTRACTORS

- I.14.1 The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting

Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.15 ORDER OF PRECEDENCE

The Contract awarded as a result of this RFP shall contain the following clause:

Any conflict in language or any inconsistencies in this Contract 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 contract by reference and made a part of the Contract:

- I.15.1 Consent Order dated December 12, 2003 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Consent Order Attachment J.1)
- I.15.2 Section A through M of this Contract Number RM-011-RFP-0103-BY4-DJW
- I.15.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated July 2010 (Attachment J.2)
- I.15.4 DMH Policies and Rules (J.8)
- I.15.5 Tax Certification Affidavit (J.3)
- I.15.6 EEO Policy Package (J.4)
- I.15.7 First Source Agreement (J.5)
- I.15.8 Wage Determination No. 2005-2103 (Revision No. 9, June 9, 2010) (J.6)

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

PART III: SECTION J

LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

WEBSITES ADDRESSES FOR COMPLIANCE DOCUMENTS:

- J.1 CONSENT ORDER DATED DECEMBER 12, 2003 in DIXON, ET AL. V FENTY, ET AL., CA 74-285 (TFH) (DIXON CONSENT ORDER).**
<http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,639222,dmhNav,|31262|.asp>
- J.2 STANDARD CONTRACT PROVISIONS (JULY 2010)**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/standard_contract_provisions_0307.pdf&open=|34644|
- J.3 TAX CERTIFICATION AFFIDAVIT**
http://otr.cfo.dc.gov/otr/frames.asp?doc=/otr/lib/otr/pdf/final_tax_certification_affidavit.pdf
- J.4 EQUAL EMPLOYMENT OPPORTUNITY DOCUMENT**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/eo_compliance.pdf&open=|34644|
- J.5 FIRST SOURCE EMPLOYMENT AGREEMENT**
http://ocp.dc.gov/ocp/frames.asp?doc=/ocp/lib/ocp/information/solatt/firstsource_employmentagreement.pdf&open=|34644|
- J.6 WAGE DETERMINATION**

- J.7 LIVING WAGE ACT FACT SHEET (The way to Work 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>
- J.9 EXHIBIT A – DMH LEGAL PROTOCOL FOR INVOLUNTARY HOSPITALIZATION (Pages 38-42)**

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

SECTION K

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

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
K.1	AUTHORIZED NEGOTIATORS	41
K.2	TYPE OF BUSINESS ORGANIZATION	41
K.3	CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS	42
K.4	BUY AMERICAN CERTIFICATION	42
K.5	DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION	42
K.6	CERTIFICATION OF INDEPENDENT PRICE DETERMINATION	43
K.7	TAX CERTIFICATION	43
K.8	CERTIFICATION OF ELIGIBILITY	43

SECTION K:

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

K.1.1 The Offeror represents that the following persons are authorized to negotiate on its behalf with the District in connection with the request for proposals. (list names, titles, and telephone numbers of the authorized negotiators).

K.2 TYPE OF BUSINESS ORGANIZATION

K2.1 The Offeror, by checking the applicable box, represents that

(a) It operates as:

_____ a corporation incorporated under the laws of the State of

_____ an individual,

_____ a partnership

_____ a nonprofit organization, or

_____ a joint venture; or

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

_____ an individual

_____ a joint venture, or

_____ a corporation registered for business in _____

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

K.3.1 Contracts”, dated June 10, 1985 and the Office of Human Rights’ regulations, Chapter 11, “Equal Employment Opportunity Requirements in Contracts”, promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Offeror _____ Date _____
Name _____ Title _____

Signature _____

Offeror has ___has not ___participated in a previous Contract or sub-Contract subject to the Mayor’s Order 85-85. Offeror has ___ has not ___ filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-Offerors. (The above representations need not be submitted in connection with Contracts or sub-Contracts, which are exempt from the Mayor’s Order.)

K.4 BUY AMERICAN CERTIFICATION

K.4.1 The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

K.5.1 Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Contract.

_____ The following person(s) listed in Clause 17 may benefit from this Contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K.6.1 (a) Each signature of the Offeror is considered to be a certification by the signatory that:

- 1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a Contract, or
 - (iii) the methods or factors used to calculate the prices in the Contract;
- 2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and
- 3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

(insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the Offeror's organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.

- (c) If the Offeror deletes or modifies subparagraph (a) (2) above, the Offeror shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

K.7.1 Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.3.

K.8 CERTIFICATION OF ELIGIBILITY

K.8.1 The Offeror's signature shall be considered a certification by the signatory that the Offeror or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by an federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years. Indicate below any exceptions to your certification of eligibility and to whom it applies their position in the Offeror's organization, the initiating agency, and dates of action. Exceptions shall not necessarily result in denial of award, but shall be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
L.1	CONTRACT AWARD	47
L.2	PROPOSAL FORM, ORGANIZATION AND CONTENT	47
L.3	OPTIONAL PRE-PROPOSAL CONFERENCE	47
L.4	PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS	48
L.5	EXPLANATION TO PROSPECTIVE OFFERORS	49
L.6	FAILURE TO SUBMIT OFFERS	49
L.7	RESTRICTION ON DISCLOSURE AND USE OF DATA	50
L.8	PROPOSALS WITH OPTION YEARS	50
L.9	PROPOSAL PROTESTS	51
L.10	SIGNING OF OFFERS	51
L.11	UNNECESSARILY ELABORATE PROPOSALS	51
L.12	RETENTION OF PROPOSALS	51
L.13	PROPOSAL COSTS	51

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

TABLE OF CONTENTS, CONTINUED

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
L.14	ELECTRONIC COPY OF PRO- POSALS FOR FREEDOM OF INFORMATION ACT REQUESTS	51
L.15	CERTIFICATES OF INSURANCE	51
L.16	ACKNOWLEDGEMENT OF AMENDMENTS	52
L.17	BEST AND FINAL OFFERS	52
L.18	LEGAL STATUS OF OFFEROR	52
L.19	FAMILIZATION WITH CONDITIONS	53
L.20	GENERAL STANDARDS OF RESPONSIBILITY	53
L.21	KEY PERSONNEL	53

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 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-011-RFP-0103-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, 609 H Street Avenue, N.E., Washington, D.C. 20002, 4th Floor, Conference Room on Thursday October 13, 2011. 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 RFP document as well as to clarify the contents of the RFP. Any major revision to the RFP 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 RFP.

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 October 27, 2011 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-011-RFP-0103-BY4-DJW.

**Department of Mental Health
Contracts and Procurement Administration, 4th Floor
609 H Street, N.E. Room 446A
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.4.4 Postmarks

L.4.5 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.4.6 Late Modifications

L.4.7 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.4.8 Late Proposals

L.4.9 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, 609 H Street, N.E. 4th Floor, 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
609 H Street, N.E., 4th Floor
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
TABLE OF CONTENTS

<u>SECTION NO.</u>	<u>SECTION TITLE</u>	<u>PAGE</u>
M.1	EVALUATION FOR AWARD	56
M.2	TECHNICAL RATING	56
M.3	EVALUATION CRITERIA	57
M.4	EVALUTION OF OPTION YEARS	57
M.5	PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES	58
M.6	EVALUATION OF PROMPT PAYMENT DISCOUNT	60

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.
(20 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 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.
(25 Points)
- E. The Offeror shall demonstrate experience and past performance delivering Acute 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 Request for Proposals (RFP).

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 RFP.

- 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 RFP.
- 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 RFP.
- 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 RFP.
- 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 RFP.
- 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 RFP.
- 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 RFP.

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 RFP. 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.

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 to 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 Rehospitalization 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*****