DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH
CONTRACTS AND PROCUREMENT ADMINISTRATION

July 29, 2009

To Prospective Human Care Service Providers:

The Government of the District of Columbia, Department of Mental Health (DMH or the District) is issuing this Public Notice/Request for Qualifications (Solicitation) seeking to identify and pre-qualify Providers to provide Mental Health Rehabilitation Services (MHRS) to Consumers referred by DMH under Human Care Agreements awarded pursuant to 27 DCMR §1905.6, as amended. In order to be considered for the award of a Human Care Agreement, please complete the following documents included in the attached solicitation package and submit an original and three (3) copies in a sealed envelope labeled **"RM-09-HCA-MHRS-BY4-CPA, Human Care Agreement, Mental Health Rehabilitation Services, Department of Mental Health."**

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

2. Attachment J.7, E.E.O. Information and Mayor's Order 85-85;

3. Attachment J.8, Tax Certification Affidavit; and

4. Attachment J.9, First Source Employment Agreement.

Upon receipt of the Provider's submission, the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) shall review the CQR, assess the financial and professional responsibility of the service provider and make a written determination whether the service provider is qualified to provide MHRS services as provided for in the CQR, based on the criteria in 27 DCMR §1905.6 and the information provided by the service provider on the CQR and any attached documentation. The Director/ACCO may then, **on an as-needed basis**, enter into negotiations with those prospective providers who have been pre-qualified and enter into Human Care Agreements at the rates specified in this solicitation, which rates are determined by regulation.

DMH shall continue to accept CQRs from prospective Providers on an ongoing basis after the issuance of this solicitation and shall evaluate CQRs on an as-needed basis to satisfy the MHRS services required by DMH.

Please submit your responses to Samuel J. Feinberg, CPPO, CPPB, Director, Contracts and Procurement/Agency Chief Contracting Officer, Department of Mental Health, 64 New York Avenue, N.E., 4th floor, Washington, D.C. 20002. Please contact Mr. Feinberg at (202) 671-3171 or samuel.feinberg@dc.gov with any questions.

Thank you.

Sincerely,

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

Encls.

DISTRICT OF COLUMBIA, DEPARTMENT OF MENTAL HEALTH
SOLICITATION, OFFER, AND AWARD
SECTION A

1. ISSUED BY/ADDRESS OFFER TO:	2. PAGE OF PAGES: **1 of 58**
GOVERNMENT OF THE DISTRICT OF COLUMBIA **DEPARTMENT OF MENTAL HEALTH (DMH)** **CONTRACTS AND PROCUREMENT ADMINISTRATION** **64 NEW YORK AVENUE NE** **4th FLOOR** **WASHINGTON, DC 20002**	3. HUMAN CARE AGREEMENT NUMBER:
	4. SOLICITATION NUMBER: **RM-09-HCA-MHRS-BY4-CPA**
	5. DATE ISSUED: **WEDNESDAY, JULY 29, 2009**
	6. CLOSING DATE AND TIME:

7. TYPE OF SOLICITATION:	8. DISCOUNT FOR PROMPT PAYMENT:
[ ] SEALED BID **[ ] NEGOTIATION (RFP)** **[x] HUMAN CARE AGREEMENT**	

NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

10. FOR INFORMATION CALL:	NAME:	TELEPHONE NUMBER:	B. E-MAIL ADDRESS:
	Samuel J. Feinberg, CPPO, CPPB	**(202) 671-3171**	**Samuel.Feinberg@dc.gov**

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X	A	Solicitation, Offer and Award Form	1	x	I	Human Care Agreement Clauses	52-57
x	B	Supplies or Services and Price	2-9	PART III – List of Documents, Exhibits and Other Attachments			
x	C	Description/Specs/Statement of Work	10-21	x	J	List of Attachments	58
x	D	Packaging and Marking	22-23	PART IV – Representations and Instructions			
x	E	Inspection and Acceptance	24-26		K	Representations, Certifications and other Statements of Offerors	
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OFFER (TO BE COMPLETED BY THE PROSPECTIVE PROVIDER (OFFEROR))

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **120** calendar days from the date for receipt of offers specified above, that with respect to all terms and conditions by the District under "AWARD" below, this offer and the provisions of the Request for Qualifications for Human Care Agreement will constitute a Human Care Agreement under the applicable provisions of District law. 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 Request for Qualifications for Human Care Agreement and related documents numbered and dated):	AMENDMENT NO:	DATE:

14. NAME AND ADDRESS OF THE OFFEROR:	15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14.A TELEPHONE NUMBER:	15A. SIGNATURE:	15B. OFFER DATE:
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. DIRECTOR, CONTRACT AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE

IMPORTANT NOTICE: AWARD WILL BE MADE ON THIS FORM, OR DMH FORM 26, OR OTHER AUTHORIZED NOTICE

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: HUMAN CARE SERVICES AND SERVICE RATES

B.1 PURPOSE OF SOLICITATION/AGREEMENT TYPE

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

B.2 ORDERING PROCEDURES

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

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

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

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

B.3 SERVICE RATES

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

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B.4 SCHEDULE B - PRICING SCHEDULE

B.4.1 Pricing Schedule - Base Year

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

B.4.2 Pricing Schedule - Option Year One

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

B.4.3 Pricing Schedule - Option Year Two

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

B.4.4 Pricing Schedule - Option Year Three

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

B.4.5 Pricing Schedule - Option Year Four

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

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

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

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

C.2 DEFINITIONS

C.2.1 Assertive Community Treatment (ACT) - intensive, integrated rehabilitative, crisis, treatment, and mental health rehabilitative community support provided by an interdisciplinary team to children and youth with serious emotional disturbance and to adults with serious and persistent mental illness by an interdisciplinary team. ACT is provided with dedicated staff time and specific staff to Consumer ratios. Service coverage by the ACT team is required twenty-four (24) hours per day, seven (7) days per week. ACT is a specialty service. 22A DCMR § 3499.1

C.2.2 CMS - the Center for Medicare and Medicaid Services, formerly the Health Care Financing Administration (HCFA)

C.2.3 Certification - the written authorization from DMH allowing an entity to provide specified mental health services and mental health supports.

C.2.4 Community-Based Intervention (CBI) - Time-limited, intensive mental health services delivered to children and youth ages six (6) through twenty-one (21) and intended to prevent the utilization of an out-of-home therapeutic resource or a detention of the Consumer. CBI is primarily focused on the development of Consumer skills to promote behavior change in the child or youth's natural environment and empower the child or youth to cope with his or her emotional disturbance. 22A DCMR § 3499.1

C.2.5 Community Support - rehabilitation and environmental support considered essential to assist a Consumer in achieving rehabilitation and recovery goals. Community support services focus on building and maintaining a therapeutic relationship with the Consumer. Community Support is a core service. 22A DCMR § 3499.1

C.2.6 Consumer - Adults, children, or youth who seek or receive mental health services or mental health supports funded or regulated by DMH. D.C. Official Code § 7-1131.02 (2)

C.2.7 Core Services - the four categories of MHRS: Diagnostic/Assessment, Medication/Somatic Treatment, Counseling, and Community Support.

C.2.8 Core Services Agency (CSA) – A community-based provider of mental health services and mental health supports that is certified by DMH and that acts as a clinical home for Consumers of mental health services by providing a single point of access and accountability for diagnostic assessment, medication-somatic treatment, counseling and psychotherapy, community support services, and access to other needed services. D.C. Official Code § 7-1131.02 (3). A CSA shall provide at least one core service directly and may provide up to three core services via agreement with a subprovider. A CSA may provide specialty services directly if certified by DMH as a subprovider. However, a CSA shall also offer specialty services via an affiliation agreement with all specialty providers.

C.2.9 Counseling - individual, group, or family face-to-face services for symptom and behavior management, development, restoration, or enhancement of adaptive behaviors and skills, and enhancement or maintenance of daily living skills. Mental health supports and consultation services provided to Consumer's families are reimbursable only when such services and supports are directed exclusively to the well-being and benefit of the Consumer. Counseling is a core service. 22A DCMR § 3499.1

C.2.10 Crisis/Emergency - face-to-face or telephone immediate response to an emergency situation involving a Consumer with mental illness or emotional disturbance that is available twenty-four (24) hours per day, seven (7) days per week. Crisis/Emergency services are provided to Consumers involved in active mental health crisis and consist of immediate response to evaluate and screen the presenting mental health situation, assist in immediate crisis stabilization and resolution and ensure the Consumer's access to mental health care at the appropriate level. Crisis/Emergency is a specialty service. 22A DCMR § 3499.1

C.2.11 DMH - District of Columbia Department of Mental Health, the successor in interest to the District Commission on Mental Health Services.

C.2.12 Director - the Chief Executive and Administrative Officer of DMH.

C.2.13 District State Medicaid Plan - the plan developed by the District, approved by HCFA (now known as CMS) and administered by the DHCF pursuant to District Code §1-359(b) and Title XIX of the Social Security Act as added July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*), as amended. The program operated in accordance with the District State Medicaid Plan is referred to as the "Medicaid" or "Medical Assistance" program.

C.2.14 DSM-IV - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9).

C.2.15 DCMR - District of Columbia Municipal Regulations

C.2.16 DHCF - District of Columbia Department of Health Care Finance

C.2.17 Diagnostic/Assessment - Intensive clinical and functional evaluation of a Consumer's mental health condition that results in the issuance of a Diagnostic/Assessment report with recommendations for service delivery and may provide the basis for the development of the IRP. A Diagnostic/Assessment shall determine whether the Consumer is appropriate for and can benefit from MHRS, based upon the Consumer's diagnosis, presenting problems and recovery goals. Diagnostic/Assessment is a core service. 22A DCMR 3499.1. This may include behavioral health screening to determine eligibility for admission to a treatment program.

C.2.18 Diagnostic/Assessment report - The report prepared by the Diagnostic/Assessment team that summarizes the results of the Diagnostic/Assessment service and includes recommendations for service delivery. The Diagnostic/Assessment report is used to initiate the IRP and, if necessary, the ISSP. 22A DCMR 3499.1.

C.2.19 Director/ACCO - DMH Director, Contracts and Procurement/Agency Chief Contracting Officer. See Section G.5, below. The terms Director/ACCO and Contracting Officer are used interchangeably in this solicitation.

C.2.20 FFP - Federal financial participation, the federal government's share of Medicaid expenditures made in connection with the provision of MHRS in accordance with the District of Columbia Medicaid program.

C.2.21 Governing authority - the designated individuals or governing body legally responsible for conducting the affairs of the Provider.

C.2.22 Human Care Agreement - the written agreement entered into by the DMH-certified MHRS provider and DMH which describes how the parties will work together. 22A DCMR § 3499.1

C.2.23 Individual Recovery Plan (IRP) - An individualized recovery plan for adult Consumers, which is the result of the Diagnostic/Assessment. The IRP is maintained by the Consumer's CSA. The IRP includes the Consumer's treatment goals, strengths, challenges, objectives, and interventions. The IRP is based on the Consumer's identified needs as reflected by the Diagnostic/Assessment, the Consumer's expressed needs, and referral information. The IRP shall include a statement of the specific, individualized objectives of each intervention, a description of the interventions, and specify the frequency, duration, and scope of each intervention activity. The IRP also includes the ISSP developed by sub-providers and Specialty providers involved in providing services to the Consumer.

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

C.2.24 Individualized Service Specific Plan (ISSP) - The individualized service specific plan developed by an MHRS provider providing Medication/Somatic Treatment, Counseling and Psychotherapy, Community Support, Rehabilitation, Intensive Day Treatment, CBI, or ACT. (See 22A DCMR 3499.1). The ISSP shall be consistent with the IRP and specify the qualified practitioner designated to deliver the MHRS, and the frequency, duration, and scope of the MHRS. 22A DCMR 3499.1

C.2.25 Intensive Day Treatment - a structured, intensive, and coordinated acute treatment program that serves as an alternative to acute inpatient treatment or as a step-down service from inpatient care, rendered by an inter-disciplinary team to provide stabilization of psychiatric impairments. Its duration is time-limited. Intensive Day Treatment is provided in an ambulatory setting. Intensive Day Treatment is a specialty service. 22A DCMR § 3499.1

C.2.26 Licensure/Certification Application - the application and supporting materials prepared and submitted to the District requesting licensure certification to provide certain mental health services and mental health supports.

C.2.27 Medication/Somatic Treatment - medical interventions, including physical examinations, prescription, supervision or administration of mental health related medications, monitoring and interpreting the results of laboratory diagnostic procedures related to mental health-related medications, and medical interventions needed for effective mental health treatment provided as either an individual or group intervention. Medication/Somatic Treatment is a core service. 22A DCMR § 3499.1

C.2.28 Mental Health Rehabilitative Services (MHRS) - Mental health rehabilitative or palliative services provided by a DMH-certified community mental health provider to Consumers in accordance with the District of Columbia State Medicaid Plan, the DHCF/DMH Interagency Agreement, and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1

C.2.29 MHRS provider - an organization certified by DMH to provide MHRS. MHRS provider includes CSAs, sub-providers, and specialty providers. 22A DCMR § 3499.1

C.2.30 Medicaid or Medical Assistance - the program described in the District State Medicaid Plan, approved by HCFA and administered by the DHCF pursuant to District Code § 1-359(b) and Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. § 1396a *et seq.*)

C.2.31 Mental illness - means a substantial disorder of thought, mood, perception, orientation, or memory that grossly impairs judgment, behavior, capacity to recognize reality, or ability to meet the ordinary demands of life.

C.2.32 MMCP - Medicaid Managed Care Plan. A MMCP is a health maintenance organization and/or qualified health plan that provides healthcare to specified Medical Assistance recipients enrolled in the District Managed Care Program.

C.2.32 Provider - an individual or organization licensed and/or certified by DMH to provide mental health services and mental health supports. Provider is also used in this Agreement to refer to the entity to which a Human Care Agreement has been awarded.

C.2.34 Rehabilitation/Day Services - a structured, clinical program intended to develop skills and foster social role integration through a range of social, psychoeducational, behavioral, and cognitive mental health interventions. Rehabilitation/Day Services are curriculum-driven and psycho-educational and assist the Consumer in the retention, or restoration of community living, socialization, and adaptive skills. Rehabilitation Day Services include cognitive behavioral interventions and diagnostic, psychiatric, rehabilitative, psychosocial, counseling, and adjunctive treatment. Rehabilitation/Day Services are offered most often in group settings. Rehabilitation/Day Services is a specialty service. 22A DCMR § 3499.1

C.2.35 Social Security Act - 49 Stat. 620 (1935); 42 U.S.C. § 301, *et seq.,* as amended

C.2.36 Specialty Provider - a Provider or individual certified by the District to provide Specialty Services either directly or through separate agreement. Each Specialty Provider shall enter into an Affiliation Agreement with all Core Services Agencies.

C.2.37 Specialty Services - Assertive Community Treatment, Community-Based Intervention, Crisis Intervention/Emergency, Intensive Day Treatment and Rehabilitation.

C.2.38 Standard Forms - Form Agreements approved by DMH for use by a Core Services Agency to document the Core Services Agency's relationship with Subproviders, Specialty Providers and/or Subproviders. Standard Forms also include the Agreement, the Certification Application, the Certification readiness and survey instruments and other District-generated forms and documents.

C.2.39 Subprovider - a licensed independent practitioner qualified to provide MHRS in the District. A Subprovider may provide one or more Core Service(s) under contract with a Core Services Agency. A Subprovider may also provide Specialty Service(s) under separate agreement with a Specialty Provider.

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

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

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

C.3 APPLICABLE DOCUMENTS

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

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

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

C.3.2 Access to Online Documents

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

C.3.2.2 The D.C. Code is available online on the website of the Council of the District of Columbia, www.dccouncil.us.

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

C.3.2.4 The DCMR is available on the website of the Office of the Secretary of the District of Columbia, os.dc.gov, as is the D.C. Register, in which amendments to the DMCR are published.

C.4 PROVIDER REQUIREMENTS

C.4.1 Diagnostic/Assessment

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

C.4.2 Medication/Somatic Treatment-Individual

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

C.4.3 Medication/Somatic Treatment-Group

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

C.4.4 Counseling-Individual On-Site

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

C.4.5 Counseling- Individual Off-Site

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

C.4.6 Counseling-Group

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

C.4.7 Community Support- Individual

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

C.4.8 Community Support-Group

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

C.4.9 Crisis/Emergency

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

C.4.10 Rehabilitation (Day Services)

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

C.4.11 Intensive Day Treatment

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

C.4.12 Community-Based Intervention

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

C.4.13 Assertive Community Treatment

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

C.5 MHRS/CORE SERVICES AGENCY REQUIREMENTS

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

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

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

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

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

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

C.5.2.1.1 Service delivery protocols;

C.5.2.1.2 Quality assurance;

C.5.2.1.3 Utilization review;

C.5.2.1.4 Record-keeping and reporting;

C.5.2.1.5 Clinical management and program coordination; and

C.5.2.1.6 Other activities specified by DMH through memoranda of agreement with each MMCP and those identified in the contracts between the DHCF and its MMCP's ("DHCF/MMCP Contracts").

C.5.2.2 Provider shall request that the Subprovider and Specialty Providers with which Provider agreements provide the same scope of cooperation to the MMCP's.

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

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

D.2 POSTAGE AND MAILING FEES

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

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

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

E.1 GENERAL PROVISIONS

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

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

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

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

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

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

E.2.2.1 Identification of the sanction to be applied;

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

E.2.2.3 The effective date of the sanction; and

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

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

E.2.4 DMH may terminate this Agreement immediately if:

E.2.4.1 The United States Department of Health and Human Services withdraws FFP in whole or part for the cost of covered services; or

E.2.4.2 Appropriated funds are unavailable for the continuation of this Agreement.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

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

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

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

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

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

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

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

F.3 **REPORTING AND DATA REQUIREMENTS**

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

F.3.1.1 Timely and accurate eligibility and benefits determination;

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

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

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

F.3.1.5 Contract management, tracking and administration.

F.3.2 Provider shall report all unusual incidents in accordance with DMH laws and policies, including but not limited to DMH Policy 480.1.

F.3.3 Provider shall provide DMH with all information reasonably necessary to permit DMH to:

(a) Monitor and evaluate Provider's compliance with the terms of this Agreement including, but not limited to conducting Medicaid compliance reviews, ensuring quality, effectiveness and efficiency of services and ensuring the accuracy of claims submitted for reimbursement under this Agreement;

(b) Verify the costs of services, including all administrative, direct and indirect costs, are being properly computed;

(c) Verify the sources and amount of all income received by Provider for services provided under this Agreement and service similar to those provided under this Agreement;

(d) Investigate alleged misuse of funds provided under this Agreement; and

(e) Permit DMH to perform its duties under applicable requirements.

F.3.4 Provider shall, at the direction of DMH, make available to DMH any and all information (oral, documentary, electronic, or any other format) necessary to satisfy any reporting obligations of DMH in *Dixon, et al. v. Fenty, et al.,* CA 74-285 (TFH). Provider shall provide such information in the form required by DMH and within the timeframes required by DMH. Failure to provide timely and adequate information may subject the provider to any and all contractual remedies contained herein, including but not limited to suspension of payments to the provider until such time as the required information is produced.

F.3.5 Provider shall not be required to provide proprietary information unless such information is required to be provided under applicable law.

F.3.6 Except under circumstances provided herein, requested information shall be produced by Provider during ordinary business hours and DMH shall provide reasonable notice of the time and date of the visit.

F.3.7 DMH may obtain immediate access to information without prior notice including access to staff, individual Consumer records and accounts, under any of the following circumstances:

(a) Such information is reasonably related to allegations of abuse or neglect of a member being investigated by DMH of any other relevant party;

(b) To prevent imminent harm to Consumers;

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

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

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

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

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

(c) Risk Management procedures.

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

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

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

(b) Any report required by this Agreement;

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

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

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

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

F.4 PROVIDER NOTICE REGARDING LATE PERFORMANCE

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

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 BILLING AND PAYMENT

G.1.1 Claims Payment

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

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

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

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

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

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

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

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

G.1.2 Medicaid-Ineligible Consumers

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

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

G.1.3 Claims Submission Requirements

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

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

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

G.1.3.4 For a list of services that cannot be billed on the same date of service, please see the table in Section 6.4.3, Service Combination Authorization Limitations, in the Provider Manual.

G.1.3.5 Except as otherwise permitted under applicable requirements, MHRS Medicaid will be reimbursed if submitted at a time which allows DMH to submit such claims to DHCF within 300 days from the date service was rendered.

G.1.4 Reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information required in Sections G.1 through G.4 of this Agreement.

G.1.5 Payment from DMH for any covered MHRS constitutes payment in full. Provider may not bill the Consumer for any difference between DMH's payment and Provider's charge for any covered MHRS. Provider may not charge the Consumer any co-payment, cost-sharing or similar charge. Provider may not charge the Consumer any down payment whatsoever.

G.1.6 Provider may only bill the Consumer for services not covered by the Medicaid program, including any MHRS requiring prior authorization which has been denied by DMH, if the Consumer is aware of the Consumer's liability and still chooses to have the service(s) rendered. In such instances, Provider must advise the Consumer in writing of the Consumer's liability prior to rendering the service(s). Said writing shall be maintained in the Consumer's record.

G.1.7 Provider shall use its best efforts to submit all claims to DMH within ninety (90) days of providing MHRS or within thirty (30) days after another payer has adjudicated a claim for the MHRS. Subject to applicable federal and District laws and regulations, any claim submitted after three hundred and sixty-five (365) days from the date MHRS were provided will be rejected by DMH as a nonreimbursable service. If a claim is denied because the submission was unacceptable or untimely, the Consumer shall not be billed for the MHRS.

G.1.8 Provider understands and agrees that payments for MHRS provided pursuant to the Agreement are contingent upon the availability of public, non-federal matching funds and Medicaid FFP. If DMH, the DHCF the District, the federal government, or any other funding source at any time disapproves of or ceases to continue funding to DMH for payments due hereunder, the Agreement is terminated as of the date funding expires without notice or further obligation of DMH, except that, as soon as DMH is notified that funding shall cease, DMH will immediately provide written notice to Provider.

G.1.9 Provider shall prepare and provide proper clinical documentation in accordance with applicable District and federal laws and regulations for all Consumer records to justify MHRS for which a claim is submitted for reimbursement.

G.1.10 DMH shall not make reimbursement to the provider in excess of the total amount available on the Provider's - Purchase Order, unless such reimbursement is required under applicable law.

G.1.11 In the event that Medicaid claims billing exceeds amounts allocated on the Providers Purchase order the District shall increase the Medicaid match and FFP allocation to sufficiently cover payable Medicaid claims.

G.1.12 **Third Party Liability Recovery**

G.1.12.1 Provider shall utilize and require its Subproviders to utilize, when available, covered medical and hospital services or payments from other public or private sources, including Medicare, prior to submitting a claim for MHRS to DMH.

G.1.12.2 Provider shall insure that Medicaid coverage is maintained for all Medicaid-eligible Consumers for whom any claim for MHRS is submitted to DMH.

G.1.12.3 Provider shall attempt to recover and shall require its Subproviders to attempt to recover monies from third party liability cases involving workers' compensation, accidental injury insurance and other subrogation of benefit settlements.

G.1.12.4 DMH shall notify Provider of any reported third party payment sources.

G.1.12.5 Provider shall verify third party payment sources directly, when appropriate.

G.1.12.6 Payment of District and federal funds under the District State Medicaid Plan to Provider shall be conditioned upon the utilization of all benefits available from such payment sources.

G.1.12.7 Each third party collection by Provider for a Medicaid recipient shall be reported to DMH, and all recovered monies shall be returned to DMH immediately upon recovery.

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

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

G.3 ASSIGNMENTS

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

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

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

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

_____
_____
_____

_____
_____

G.4 THIS SECTION IS RESERVED FOR FUTURE USE

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

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

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

G.6 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

G.6.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this contract.

G.6.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Director/ACCO.

G.6.3 In the event the Provider effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

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

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

G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Human Care Agreement.

G.7.3 Provider may be held fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 **THE QUICK PAYMENT CLAUSE**

G.8.1 **Interest Penalties to Providers**

G.8.1.1 To the extent not inconsistent with the provisions of Section G.1, the District shall pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

G.8.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.8.2 **Payments to Subproviders**

G.8.2.1 The Provider must take one of the following actions within 7 days of receipt of any amount paid to the Provider by the District for work performed by any subprovider under a subprovider agreement:

(a) Pay the subprovider for the proportionate share of the total payment received from the District that is attributable to the subprovider for work performed under the Human Care Agreement; or

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

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

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

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

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

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

SECTION H

SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

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SECTION H: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

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

H.3 AUDITS, RECORDS, AND RECORD RETENTION

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

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

H.3.2 The Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

H.3.3 The Provider shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

H.3.4 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Director/ACCO.

H.3.5 Persons duly authorized by the Director/ACCO shall have full access to and the right to examine any of the Provider's Agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

H.3.6 The Provider shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.3.7 The provisions of this clause govern in preference to the provisions of Clause 18, Examination and Retention of Records, in the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, to the extent of any inconsistency.

H.4 PUBLICITY

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

H.5 CONFLICT OF INTEREST

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

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

H.6 PRIVACY COMPLIANCE

(1) Definitions

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

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

(c) "Designated Record Set" shall mean:

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

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

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

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

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

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

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

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

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

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

(2) Obligations and Activities of Business Associate

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

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

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

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

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

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

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

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

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

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

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

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

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

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

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

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Permissible Requests by Covered Entity

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

(6) Term and Termination

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

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

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

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

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

(c) *Effect of Termination.*

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

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

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

(7) Miscellaneous

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

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

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

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

H.7 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)

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

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, AS AMENDED

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.9.2 The Provider shall pay its employees and subproviders who perform services under the contract no less than the current living wage rate.

H.9.3 The Provider shall include in any subcontract for $15,000 or more a provision requiring the subprovider to pay its employees who perform services under the contract no less than the current living wage rate.

H.9.4 The Department of Employment Services may adjust the living wage annually and the District's Office of Contracting and Procurement shall publish the current living wage rate on its website at www.ocp.dc.gov. If the living wage is adjusted during the term of the contract, the Provider shall be bound by the applicable wage rate as of the effective date of the adjustment, and the Provider may be entitled to an equitable adjustment.

H.9.5 The Provider shall provide a copy of the Fact Sheet attached as J.10 to each employee and subProvider who performs services under the contract. The Provider shall also post the Notice attached as J.11 in a conspicuous place in its place of business. The Provider shall include in any subcontract for $15,000 or more a provision requiring the subProvider to post the Notice in a conspicuous place in its place of business.

H.9.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.9.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

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

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

(2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

(3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

(4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

(5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

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

H.10 **PROVIDER LICENSE/CLEARANCES**

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

H.11 **COST OF OPERATION**

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

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

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

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

SECTION I

HUMAN CARE AGREEMENT CLAUSES

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SECTION I: HUMAN CARE AGREEMENT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 HUMAN CARE AGREEMENTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER CONTRACTORS OR PROVIDERS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.7 SUBCONTRACTS

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

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

I.7.2 Subproviders, including the owners, directors, trustees, officers, employees and agents, must not have been either terminated or suspended from the Medicaid program in the District, or any other state, for suspected or proven fraud or abuse.

I.7.3 Provider shall not alter or amend the Standard Forms or the Agreement. Any alteration or amendment of either the Standard Forms or the Agreement immediately renders the Agreement void.

I.7.4 Provider shall adhere to the provisions of 42 C.F.R. 431.51 "Free Choice of Providers". and 22 DCMR § 3406.

I.7.5 All subcontracts or subprovider agreements, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this Human Care Agreement, and shall require the prior approval of the Director/ACCO in order to have any force and effect.

I.7.6 Notwithstanding any such subcontractor approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

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

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

I.9 CONTINUITY OF SERVICES

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

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

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

I.10 **INSURANCE**

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

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

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

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

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

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

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

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

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

I.11 EQUAL EMPLOYMENT OPPORTUNITY

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

I.12 AGREEMENT MERGER CLAUSE

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

I.13 NOTICE

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

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

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

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

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

I.14 ORDER OF PRECEDENCE

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

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

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

I.14.1.2 Executed Medicaid Provider Agreement

I.14.1.3 The Attachments contained in Section J

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

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

SECTION J: LIST OF ATTACHMENTS

J.1	Completed Provider Qualifications Record (Form 1900)
J.2	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007 (SCP)
J.3	Wage Determination No. 2005-2104 (Rev. 10), May 26, 2009
J.4	Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.,* CA 74-285 (TFH) (*Dixon* Consent Order)
J.6	Unusual Incident Reporting Policy No. 480.1
J.7	E.E.O. Information and Mayor's Order 85-85
J.8	Tax Certification Affidavit
J.9	First Source Employment Agreement
J.10	Living Wage Act Fact Sheet
J.11	Living Wage Act Notice

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

Government of the District of Columbia
Department of Mental Health

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

STATUTORY AND REGULATORY AUTHORITY

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

GENERAL INSTRUCTIONS

1. *Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."*

2. *An original signature **IN BLUE INK** must be provided in those sections where a signature is required. Copies or a stamped signature **is not** acceptable.*

3. *Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supplies and Services Contracts", dated March 2007. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supplies and Services Contracts," dated March 2007, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.*

4. *Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:*

   a. *Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and*
   b. *Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).*

5. *You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.*

6. *Please include and attach all information, documentation, and data as instructed and required.*

7. *In those instances where check boxes are provided, please check only the box or boxes which apply.*

CHECKLIST

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

FREQUENTLY ASKED QUESTIONS

Q	Can I fax my application for processing?	**A**	No. Contractor Qualifications Records must contain original, not copied signatures.
Q	Is this form available electronically?	**A**	Yes. Please contact the DMH Contracts and Procurement Administration at (202) 671-3171 to obtain a copy.
Q	Who or what is an Individual?	**A**	The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be solo practitioner or a part of a group.
Q	Who or what is an Organization?	**A**	The term "organization" means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership.

Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

1. DATE OF FILING / /	2. FILING TYPE: ☐ NEW ☐ UPDATE ☐ CORRECTION ☐ REMOVAL	FOR DMH USE ONLY: *DATE RECEIVED BY DMH:*

SECTION I – GENERAL INFORMATION

1. NAME OF INDIVIDUAL/ ORGANIZATION	2. TYPE OF ORGANIZATION *(Please check the appropriate box.)*
a. Name: b. Title:	☐ INDIVIDUAL ☐ JOINT VENTURE ☐ CORPORATION ☐ GENERAL PARTNERSHIP ☐ SOLE PROPRIETORSHIP ☐ LIMITED PARTNERSHIP
c. Physical Street Address: d. City, State & Zip Code:	3. STATE OF INCORPORATION *(Please check the appropriate box.)* ☐ DISTRICT OF COLUMBIA ☐ COMMONWEALTH OF VIRGINIA ☐ STATE OF MARYLAND ☐ STATE OF DELAWARE ☐ OTHER: _____ *Date Of:* _____
e. Office Phone: f. Office Facsimile No: g. E-Mail:	3. IS ORGANIZATION? ☐ FOR PROFIT ☐ NON-PROFIT
5. SOCIAL SEC. / TAXPAYER ID NO: / 6. Dun & Bradstreet No:	7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS? ☐ Small ☐ Local ☐ Disadvantaged ☐ Resident-Owned ☐ Enterprise Zone ☐ Longtime Resident

SECTION II – FINANCIAL RESPONSIBILITY INFORMATION

(Please Provide and Attach a Copy of Your Most Recent Financial Statement.)

1. Name and Address of Accountant:	2. Name and Address of Financial Institution:
3. Name and Title of Contact Person:	4. Name and Title of Contact Person:
5. Telephone No.: / 6. Fax No.:	7. Telephone No.: / 8. Fax No.:
9. Date Of Attached Financial Statement (Must be Within Last 12 Months):	*10. Do You/Organization Owe Any Outstanding District /Federal Taxes:* District Taxes: ☐ NO ☐ YES - Federal Taxes: ☐ NO ☐ YES

11. MEDICAID – MEDICARE INFORMATION:

a. Are You / Organization a Certified Medicaid Provider? ☐ YES ☐ NO Medicaid Number: _____ Date: _____

b. Are You / Organization a Certified Medicare Provider? ☐ YES ☐ NO Medicare Number: _____ Date: _____

SECTION III – DISCLOSURE INFORMATION

(If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement.)

1. Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program?
☐ YES ☐ NO
2. Is your license, or any in the organization currently suspended or restricted in any way?
☐ YES ☐ NO
3. Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.:
☐ YES ☐ NO
4. Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?:
☐ YES ☐ NO
5. Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?:
☐ YES ☐ NO
6. Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?:
☐ YES ☐ NO

SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

4. ARE YOU A UNIITED STATES CITIZEN?

☐ YES ☐ NO

5. ARE YOU A PERMANENT RESIDENT? ***(Please Attach Documentation To Support))***

☐ YES ☐ NO

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

☐ YES ☐ NO

SECTION V – EDUCATION, CREDENTIALS AND LICENSURE

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

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

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

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

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

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

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

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

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

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

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

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

5. Please list any hospital affiliations or privileges below:

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

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

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

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

SECTION VI – SERVICE DATA AND INFORMATION

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

- ☐ Education (EDS)
- ☐ Special Education (SED)
- ☐ Health (HTH)
- ☐ Human Services (HUM)
- ☐ Mental Health (MEN)
- ☐ Psychology (PSY)
- ☐ Social Services (SOC)
- ☐ Youth/Juvenile Justice (JUV)
- ☐ _____

2. POPULATIONS: Pleas Check All That Apply For Populations.

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

3. SETTING CODES: Please Check The Settings Where You Or The Organization Can Or Will Provide Service.
(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)

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

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

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

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

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

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

- ☐ English (ENG)
- ☐ Spanish (SPN)
- ☐ International/Universal Sign (SGN)
- ☐ Italian (ITL)
- ☐ French (FRN)
- ☐ Haitian Creole (CRE)
- ☐ Vietnamese (VTN)
- ☐ Korean (KOR)
- ☐ Chinese–Cantonese (CCA)
- ☐ Chinese-Mandarin (CMA)
- ☐ Ethiopian (Amharic) (AMH)
- ☐ _____

SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE

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

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

SECTION VIII – REMARKS SECTION

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

SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE

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

I/We, _____ of _____

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

Name (Please Print)	*Title*	*Signature*	*Date*

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

STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLIES AND SERVICES CONTRACTS, MARCH 2007: ***Please provide Certification That You Or The Organization Agree To Be Bound By*** The Standard Contract Provisions For Use With District Of Columbia Government Supplies And Services Contracts, March 2007:

I/We, _____ of _____

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government Supplies and Services Contracts (Standard Contract Provisions or SCP), dated March 2007, and agree to be bound by all of the provisions, including the requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy American Act (41 U.S.C. 10a *et seq.*), and the Non-Discrimination provisions contain in the SCP. Further, I/We agree and understand that the Standard Contract Provisions shall be incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

Name (Please Print)	*Title*	*Signature*	*Date*

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

I/We, _____ of _____

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

Name (Please Print)	*Title*	*Signature*	*Date*