

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE 4th FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 66
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-09-RFP-072-BY4-VM
		5. DATE ISSUED: March 27, 2009
		6. OPENING/CLOSING TIME: April 27, 2009 at 2:00 P.M. EST
7. TYPE OF SOLICITATION: N/A <input checked="" type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT: N/A	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"		

10. INFORMATION CALL	NAME: Samuel J. Feinberg Agency Chief Contracting Officer	TELEPHONE NUMBER: 202-671-3171	B. E-MAIL ADDRESS: Samuel.feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

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

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			AMENDMENT NO:	DATE:
14. NAME AND ADDRESS OF THE CONTRACTOR:			15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print)	
14A. TELEPHONE NUMBER:			15A. SIGNATURE:	15B. OFFER DATE:
AREA CODE: (202)	NUMBER: 727-2554	EXT:		

AWARD (To be completed by the DMH)

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

**SECTION B
SUPPLIES OR SERVICES AND PRICE**

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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Department of Mental Health ((DMH) is seeking a Contractor(s) who is a Certified Core Services Agency and certified as a Child and Family Services Agency (CFSA) Choice Provider to provide targeted and specific Non-Medicaid Reimbursable Services to Children and Youth referred by CFSA within the Scope of Work described herein.

B.2 CONTRACT TYPE

The District contemplates multiple awards of Indefinite Delivery Indefinite Quantity (IDIQ) Contracts resulting from this solicitation. The amount of each Contract awarded as a result of this solicitation shall depend on the availability of funds, the quality and number of Offers received. The Exercising of Option Periods in the Contract resulting from this solicitation shall depend on the availability of funds, the Contractor's progress and demonstrated ability to meet Contract requirements and the timely submission of required data and reports. All Offerors are reminded that DMH cannot guarantee that sufficient funds shall be appropriated to fund services in future years, since funding is dependent on the appropriation of funding from Congress to the District of Columbia.

B.3 ORDERING PROCEDURES

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule, up to and including the maximum quantity of Non-Medicaid Reimbursable Services and Supports for CFSA Children and Youth. agreed upon in the Contract. The minimum obligation that the District shall incur under each IDIQ Contract awarded as a result of this solicitation, for the Base Year and each Option Year, shall be \$2,000. The maximum quantity that the District shall order shall be services for a total of 150 Consumers for all Contracts resulting from this solicitation. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations, while not exceeding the maximum quantity. Any order issued during the effective period of this Contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the Contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after the contract expiration date.

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B.4 SCHEDULE B - PRICING SCHEDULE

(A) Contract Line Item Number (CLIN)	(B) Services	(C) Maximum Quantity (up to 150)	(D) Unit	(E) Unit Price	(F) Extended Price
0001	Contractor shall provide non-Medicaid reimbursable services and supports for CFSA children and youth in accordance with the Scope of Work herein outlined in Section C. (Base Year)	_____	Consumer Per Month	\$ _____	\$ _____
1001	Contractor shall provide non-Medicaid reimbursable services and supports for CFSA children and youth in accordance with the Scope of Work herein outlined in Section C. (Option Year One)	_____	Consumer Per Month	\$ _____	\$ _____
2001	Contractor shall provide non-Medicaid reimbursable services and supports for CFSA children and youth in accordance with the Scope of Work herein outlined in Section C. (Option Year Two)	_____	Consumer Per Month	\$ _____	\$ _____
3001	Contractor shall provide non-Medicaid reimbursable services and supports for CFSA children and youth in accordance with the Scope of Work herein outlined in Section C. (Option Year Three)	_____	Consumer Per Month	\$ _____	\$ _____
4001	Contractor shall provide non-Medicaid reimbursable services and supports for CFSA children and youth in accordance with the Scope of Work herein outlined in Section C. (Option Year Four)	_____	Consumer Per Month	\$ _____	\$ _____

Print Name of Offeror

Print Name of Authorized Person

Title

Signature of Authorized Person

Date

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

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 BACKGROUND

C.1.1 The Department of Mental Health (DMH) contracted with five community providers of Mental Health Rehabilitation System (MHRS) to become designated as Choice Providers in the Child and Youth system of care. Community Providers that have become Choice Providers are ones in which key core competencies have been demonstrated with respect to delivering high quality, effective, culturally competent, evidenced-based treatment. CFSA refers children and youth who need mental health services exclusively to Community Providers that have successfully become Choice Providers.

Currently, DMH is in the process of developing a Core Provider Network that shall consist of Community Providers that have experience and expertise in delivering high quality, outcome proven services to children and youth. This network is intended to be the backbone of the service delivery system. To that end, there are required and necessary supports these Community Providers who have successfully become Choice Providers must provide that are Not Medicaid Reimbursable. Without these supports the Choice Providers would struggle to fund the mandated deliverables as required by DMH.

C.2 OVERVIEW

DMH is seeking Choice Provider(s) as prospective Contractor(s) that shall deliver Non-Medicaid Reimbursable Services and Supports for CFSA Children and Youth, who have serious emotional disturbances. Choice Providers are offered funding from local dollar per Consumer at a monthly rate for Child Welfare involving Children and Youth.

Based upon this Request for Proposal (RFP), DMH contemplates awarding multiple Contracts that provide a Monthly Rate per Enrolled Consumer on an Annual basis for Choice Providers supporting a Not To Exceed amount of one hundred fifty (150) Children and Youth, who have serious emotional disturbances and are involved in Child Welfare system. The Contractor (s) awarded this Contract as a result of this RFP shall provide Non-Medicaid Reimbursable essential supports, along with administrative and fiscal oversight. These funds are used to support the Non-Medicaid billable Services and Supports necessary to ensure Children and Youth involved in the Child Welfare system have reports, assessments and services required by the Courts. In addition, these funds may be used to purchase or provide concrete services and/or goods that support and enhance the delivery of services to CFSA Children and Youth. The Contractor is expected to manage these funds to ensure that the program participants achieve the stated outcomes. (See Sections C.3.3.1 and C.6.1.2)

As part of the RFP process all prospective Contractors shall be expected to submit a Monthly Rate per Enrolled Consumer for Children and Youth served by the Choice Provider (s) selected for Contract award. **The Monthly Rate per Enrolled Consumer shall not be expected to pay for services that are currently paid through Medicaid's Fee for Service program (such as Acute Voluntary Inpatient Care) or through Medicaid's Managed Care Organizations (MCOs) or for services already paid for through CFSA Contracts.** (For any of these services the selected Contractor(s) would need to bill through those structures.)

As part of the RFP process all prospective Contractor(s) shall be expected to submit an initial Annual Budget which includes the anticipated start-up costs and the timelines for full implementation.

C.2.1 Eligibility as a Choice Provider: To be eligible for award of a Contract resulting from this RFP, a Contractor must have already been identified and designated as a Choice Provider by DMH, along with providing evidence of their ability to deliver the key core competencies of a Choice Provider. (See Section C.7).

C.3 SCOPE OF WORK

C.3.1 Delivery of Services

The successful Contractor(s) awarded this Contract shall provide Non-Medicaid Reimbursable Services and Supports to Children and Youth, who have serious and persistent mental illnesses and/or serious emotional disturbances and are involved with CFSA.

The following Non-Medicaid billable Services and Supports shall be billed as a monthly rate for enrolled CFSA Children and Youth of a Choice Provider:

- Transportation
- Costs related to the delivery of incentives and rewards to reinforce positive clinical outcomes achieved by children and youth in treatment
- Engagement Costs related to finding and encouraging children and youth and/or their families to participate in treatment
- Costs related to Social Network Supports such as funding a parent/child activity that is deemed clinically appreciate and necessary.
- Costs related to Health and Safety modeling and training including the purchase of grooming kits for use in teaching ADL skills and home safety items to improve child safety.
- Costs related to Teaming
- Telephone work to ensure continuity of care
- Preparation of Court documents

- Costs associated with testifying in Court

In addition, the funds may be used to support services that are not paid for by CFSA for Children and Youth involved with, but not committed to CFSA. These Services and Supports include:

- After-school activities/care
- Summer camp
- Parent Skills Training

The successful Contractor(s) who is awarded a Contract shall:

- Have a process to identify Consumers who need Non-Medicaid Reimbursable funding related to the costs associated with CFSA involvement.
- Include the Non-Medicaid Reimbursable CFSA Services and Supports on the identified Consumer's Individual Recovery Plan (IRP) or Individual Plan of Care (IPC).
- Provide documentation of the number of Consumers who receive the services and a description of the service(s) rendered.
- Bill in eCura the Enrolled Consumer Per Month Rate for each month in which the enrolled Consumer received Non-Medicaid Reimbursable CFSA Services and Supports.

C.3.2 Service Management

The Contractor shall directly provide an array of Non-Medicaid Reimbursable Services and Supports to the target population. Medicaid funded services are accessed via the DMH-operated MHRS system. Non-Medicaid funded services include services paid under Contracts between District of Columbia agencies and Private Providers. The Contractor shall assure these services are incorporated into the IRP or IPC and that existing Medicaid or MHRS reimbursed services are neither duplicative nor supplanted by local-dollar funded-services.

C.3.3 Responsibilities of Direct Service Staff

- C.3.3.1** Consumers identified for Non-Medicaid reimbursable CFSA Supports have their services and supports included on their IRP or IPC.
- C.3.3.2** Direct Service Staff provide the Non-Medicaid Reimbursable CFSA Supports and document the service type, duration and need in compliance with MHRS standards.
- C.3.3.3** Direct Service Staff must comply with all required documentation and data collection in support of the delivery of Non-Medicaid Reimbursable CFSA Supports.

C.3.3.4 Direct Service Staff must document that all reasonable efforts are made to secure and maintain Medicaid eligibility for Medicaid eligible consumers.

C.3.4 Financial Management

C.3.4.1 The agreed upon Enrolled Consumer Per Month Rate shall be billed for each month a Consumer is enrolled and provided Non-Medicaid Reimbursable CFSA Supports

C.3.4.2 The Enrolled Consumer Per Month Rate shall be used to fund any service or support for a CFSA enrolled Consumer that is not reimbursable by Medicaid including costs of administration, training and the development of new services for the target population.

C.3.4.3 Funds shall not be used to fund Consumer housing.

C.3.4.4 The Contractor shall provide for Audits of the expended Funds as part of their audit process and repayment of any audit disallowances.

C.3.5 Applicable Documents

Item No.	Document Type	Title	Date
1	Chapter 34, Title 22A of the DCMR	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001

C.4 DEFINITIONS

C.4.1 “Consumer” means a child or youth who uses mental health services and is eligible for MHRS services.

C.4.2 “MHRS” means Mental Health Rehabilitation Services and refers to Medicaid reimbursable services in the DMH MHRS program.

C.4.3 “Contractor” means a DMH certified Core Service Agency certified as a Choice Provider.

C.4.4 “CFSA” means the Child and Family Services Agency.

C.4.5 “Direct Service Staff” means Case Managers, Community Support Workers, Certified Addictions Counselors and other provider staff who engage in direct service activities with Consumers.

C.5 LOCATION OF SERVICES

All Mental Health CRF facilities shall be located within the District of Columbia.

C.6 MINIMUM QUALIFICATIONS

C.6.1 DMH seeks proposals from Contractors who are a Choice Provider of MHRS services, to provide non-Medicaid reimbursable CFSA Supports to Children and Youth who are involved with CFSA.

C.6.2 The Contractor must have demonstrated certification/selection as a DMH Choice Provider.

C.6.3 The Contractor must have extensive prior experience working directly with Children and Youth with serious and persistent mental illnesses or serious emotional disturbances and who are involved with CFSA.

C.6.4 The Contractor must have the demonstrated capacity to initiate and implement Non-Medicaid Reimbursable CFSA Services and Supports according to the time frame set forth by DMH.

C.7 DELIVERABLES

C.7.1 Program Requirements

C.7.1.1 The Contractor must ensure that appropriate Consumers are identified for Non-Medicaid Reimbursable CFSA Services and Supports.

C.7.1.2 The Contractor must ensure that each identified Consumer has their IRP or IPC modified to include the Non-Medicaid Reimbursable CFSA Services and Supports.

C.7.1.3 The Contractor must ensure that the identified Non-Medicaid Reimbursable CFSA Services and Supports delivered to Consumers are necessary for achieving desired Consumer outcomes.

C.7.1.4 The Contractor must ensure that documentation to support the delivery of Non-Medicaid Reimbursable CFSA Services and Supports clearly describes the necessity for, along with the duration and scope of services delivered.

C.7.2 Staff Requirements

- C.7.2.1** The Contractor shall ensure that an adequate number of Direct Service Staff are employed.
- C.7.2.2** The Contractor shall ensure that adequate supervision of the Direct Service Staff occurs to support the delivery of Non-Medicaid Reimbursable CFSA Services and Supports.
- C.7.2.3** The Contractor shall ensure that employees performing services under the Contract resulting from this RFP have ongoing training and staff development.
- C.7.2.4** The Contractor shall ensure a supportive workplace culture that works to retain high quality personnel who interact directly with Consumers and their families.
- C.7.2.5** The Contractor shall ensure that the diversity of their workforce matches the diversity of the families served and that other aspects of culturally competent service delivery are implemented properly.
- C.7.2.6** The Contractor shall be responsible for maintaining a complete and accurate consumer record that documents the need for and the receipt of non-Medicaid reimbursable CFSA Supports.

C.7.3 Maintain Accurate and Complete Case Record Files

- C.7.3.1** The Contractor shall establish a unique case file for each Consumer. The file shall contain documentation in compliance with MHRS standards.
- C.7.3.2** Case record files shall be examined as part of the project oversight. The Contractor must maintain up to date and complete Case record files.
- C.7.3.3** The Contractor shall ensure that work areas adequately comply with the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements; case records must not be publicly accessible nor in a public area of the workplace.
- C.7.3.4** The Contractor shall retain all case records and other documents consistent with District of Columbia Government/DMH regulations, at its cost. Service records in any form generated or arising from the use

of State funds provided under the Contract resulting from this RFP are the sole and exclusive property of DMH.

C.7.4 Enter/Update Case Information into DMH Case Management Database

The Contractor shall be expected to complete fields in the eCura database including, but not limited to enrollment and authorization information. In addition, other information may be collected in databases, spreadsheets, or other electronic format.

C.7.5 Evaluation

On an Annual Basis the Contractor's performance shall be evaluated according to the following outcome categories.

- Success in meeting needs identified by Consumer
- Linkages with families when appropriate
- Client and family satisfaction
- Timely and accurate submission of required data and reports
- Maximizing Medicaid reimbursement

The actual definitions and performance measures shall be appended to the Contract resulting from this RFP after discussions with the Contractor. Evaluation methodology shall include data review, medical record review and interviews with Consumers and their families. The results of the evaluation shall be reported in an aggregate score which shall be used to improve quality and determine contract compliance.

C.7.6 Periodic Reporting

The Contractor shall be required to submit by the tenth of each month a written report in hard and soft copy that includes all Consumers receiving non-Medicaid reimbursable CFSA Supports and the number and type of encounters provided of the eligible services and supports per consumer per month. On a quarterly and annual basis, the Contractor shall report on performance according to the above evaluation measures. DMH may require that the Contractor produce additional reporting on a schedule to be negotiated with the Contractor.

C.7.7 Fiscal Requirements

C.7.7.1 The Contractor must deliver non-Medicaid reimbursable CFSA Supports within the rate that is established in the Contract resulting from this RFP.

- C.7.7.2** The Contractor's proposed budget must be fair and reasonable relating to the costs required to deliver non-Medicaid reimbursable CFSA Supports for the number of Consumers to be served.
- C.7.7.3** The Contractor shall maintain effective fiscal and program management in order to ensure cost effectiveness in the delivery of services and adherence to the established budget.
- C.7.7.4** Expenditure of Enrolled Consumer Per Month funds shall include documentation that the Contractor has exhausted all other community resources for providing these services without expenditure of funding by Local Dollars and/or that the expenditure of Enrolled Consumer Per Month funds does not duplicate District dollars already obligated for the Consumer under a Contract through other District of Columbia Government Agencies.

C.8 CONTRACTOR SPECIFIC QUALIFICATIONS

- C.8.1** The Contractor shall meet the following requirements prior to commencing performance under the Contract and for the duration of the Contract:
 - C.8.1.1** The Contractor has successfully been evaluated, ranked and identified as a Choice Provider by virtue of the evaluation performed on their Request for Proposal submission.
 - C.8.1.2** The Contractor is a Core Services Agency 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) and demonstrate the ability meet the following Choice Provider qualifications:
 - C.8.1.3** The Contractor shall demonstrate the ability to provide quality, evidence based, innovative services and interventions to meet the needs of at least 150 children and their families who are involved in the child welfare system.
 - C.8.1.4** The Contractor shall demonstrate an ability to add staff and infrastructure as required to meet the demand. Waiting lists are not acceptable under this contract.
 - C.8.1.5** **Contractor shall demonstrate the ability to adhere to the following Choice Provider referral timelines:**

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- ✓ Shall be able to accept mental health referrals from CFSA Office of Clinical Practice (OCP) Behavioral Services Unit (BSU)
- ✓ Reply via e-mail within **24 hours** to acknowledge receipt of e-mail/fax referral from Behavioral Services Unit (BSU) or Access Help Line (AHL). This reply e-mail shall identify clinical manager/clinician assigned to the child and family.
- ✓ Respond in person or by telephone to all crisis calls within **2 hours**.
- ✓ Shall initiate CBI or referral for CBI to be initiated within **72 hours** of referral.
- ✓ Shall initiate Community Support within **72 hours** of referral if CBI is not referred. For the purposes of billing Community Support, a qualified practitioner can formulate a working diagnosis until the Diagnostic Assessment is completed.
- ✓ Initiate routine counseling services within **7 days** of referral.
- ✓ Meet with hospitalized youth to initiate treatment and discharge planning within **24 hours** of admission to an inpatient hospital, participate in treatment team meetings and see the child/youth in the community within **48 hours** of discharge.
- ✓ Assure Medication Somatic appointments for all children/youth discharged from the hospital within 7 days of discharge.
- ✓ Shall complete a comprehensive Diagnostic Assessment within **30 days** of referral.
- ✓ Prior to completion of the Diagnostic Assessment and in the absence of a current diagnosis (within last **12 months**) the Choice Provider shall establish a working diagnosis for purposes of providing the above listed services.

C.8.1.6 The Contractor shall demonstrate understanding of and experience in Family-Centered Practice.

C.8.1.7 The Contractor shall have the capacity to provide community-based services off-site.

- C.8.1.8** The Contractor shall have demonstrated capacity and experience in completing Diagnostic Assessments for CFSA children and youth.
- C.8.1.9** The Contractor shall conduct on-going assessments for children and youth enrolled in their agency.
- C.8.1.10** The Contractor shall commit to participate in Psychiatric Residential Treatment Facility Return Planning.
- C.8.1.11** The Contractor shall commit to participate in Family Team Meetings and Administrative Reviews.
- C.8.1.12** The Contractor shall Coordinate and Collaborate with the DC Public and Public Charter Schools.
- C.8.1.13** The Contractor shall demonstrate their ability and efforts to become a provider of Level II and Level III Community Based Intervention; and or how they intend to meet the needs of CFSA children and youth needing CBI if they are not a CBI provider.
- C.8.1.14** The Contractor shall Demonstrate how teams are formulated and function with their organization.
- C.8.1.15** The Contractor shall work with Aging/Transitioning Out Youth.
- C.8.1.16** **The Contractor shall demonstrate their efforts to be culturally and linguistically competent.**
- C.8.1.17** **The Contractor shall provide Reporting and Quality Assurance Activities**
To ensure that the highest quality services are provided while identifying and rapidly addressing gaps in services, the Contractor shall be willing to fully participate in DMH required quality assurance activities.
- C.8.1.18** **The Contractor shall demonstrate past participation in CSRs and QSR processes.**
The Contractor shall participate in all DMH Community Service Reviews (CSR), CFSA Quality Service Reviews (QSR) and all audits, as requested. The goal of the CSRs and QSRs is to ensure that services are individualized and targeted to meet the needs of children and their families as identified during the assessment process.

C. 8.1.19 Consumer Satisfaction.

The Contractor shall have a system in place to compile and utilize consumer satisfaction information as part of its quality improvement processes. The Contractor shall, in collaboration with CFSA, DMH and families shall develop consumer satisfaction surveys and focus group processes.

C.8.1.20 CSA shall maintain current MHRS certification from DMH in good standing.

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

SECTION D

PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

D.1 PACKAGING AND MARKING

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.1

D.2 POSTAGE AND MAILING FEES

Contractor shall be responsible for all posting and mailing fees incurred in connection with performance under this Contract.

***** 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 Contract 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.1.

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

E.2.1 The Contractor shall be held to the full performance of the contract. The District shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the Contractor's invoice.

E.2.3 The District shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.

E.2.4 Therefore, in the case of non-performed work, the District:

E.2.4.1 Shall deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B or provided by other provisions of the contract;

E.2.4.2 May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District;

E.2.4.3 May, at its option, perform the services by District personnel or other means.

E.2.5 In the case of unsatisfactory work, the District:

E.2.5.1 Shall deduct from the Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;

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E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE (POP)/TERM OF CONTRACT

The Period of Performance (POP) for this Contract shall be One (1) Year from Date of Award with Four (4) One Year Option Periods.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract for a period of Four (4) One-Year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is at the sole and absolute discretion of DMH, along with being subject to the availability of funds at the time of the exercise of this option and the Contractor's satisfactory performance of the terms and conditions of the Contract. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the contract.

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

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

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

F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 BILLING AND PAYMENT

G.1.1 The District shall make payments to the Contractor at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 Contractor shall submit its invoices in the eCura system. The District shall provide a code set to Contractor to use in its invoice submissions. Contractor shall complete a mandatory training session on the code set and billing process prior to rendering services under the Contract. The District shall provide access to eCura at no cost to the Contractor. Transactions of encounters entered into the eCura system shall be reimbursed up to the spending limits of the Purchase Order issued to support the Contract. Encounters entered into the eCura system shall be batched weekly and submitted for payment to ensure compliance with the Quick Payment Act (see Section G.8, below). Contractor shall receive a billing code for this service upon receipt of an award. Local dollars shall be used to support this contracted service.

G.1.3 The District shall pay the amount due the Contractor under this contract after completion and acceptance of all work and submission of proper billing information through eCura.

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 Contractor until the CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor'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 Contractor 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 Contractor, 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 Contracting Officer 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: 202-671-3188
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 Contractor 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 Contractor 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 Contract, is appointed by the Director/ACCO and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract shall be:

Denise Dunbar
CFSA Mental Health Program Manager
Department of Mental Health
Office of Programs and Policy
64 New York Avenue, N.E., 4th Floor
Washington, D.C. 20002
(202) 673-2200

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 contract.

G.7.3 Contractor 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 Contractors**

G.8.1.1 The District shall pay interest penalties on amounts due to the Contractor 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 Subcontractors

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

- (a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or
- (b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.8.2.2 The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor 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 Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.8.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor 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 CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a 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, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of \$1000.00 per day per unavailable slot where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No. 6, dated 06/03/08, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.1.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor 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 Contractor'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 Contractor by the District Government and an

overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.3.2 The Contractor 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 Contractor 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 Contractor 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 Contractor's contract 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 Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.

H.4 **PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the Director/ACCO before it, any of its officers, agents, employees or subcontractor 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**

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. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code section 1-1190.1(a) and Chapter 18 of the DC Personnel Regulations).

H.5.2 The Contractor 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 Contractor 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*. "Business Associate" shall mean the Contractor.

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

(c) *Designated Record Set* means:

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*. "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*. "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*. "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*. "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 subcontractor, 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 [Insert negotiated terms for access], 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 [Insert negotiated terms for amendment].

(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 [Insert negotiated terms for access] 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 [Insert negotiated terms for access], 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 [Insert Name of this Contract], 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 subcontractors 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 Contracting Officer 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 Supply 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 the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. *See* 42 U.S.C. §12101 *et seq.*

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

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-

**Non Medicaid Reimbursable Services and Supports for CFSA Children and Youth
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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 Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.
- H.9.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor 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 Contractor shall be bound by the applicable wage rate as of the effective date of the adjustment and the Contractor may be entitled to an equitable adjustment.
- H.9.5** The Contractor shall provide a copy of the Fact Sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractor 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 Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a contractor 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 **CONTRACTOR LICENSE/CLEARANCES**

Contractor 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

Contractor shall be responsible for all costs of operation under this Contract, including but not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

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

**SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.1.1), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER CONTRACTORS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.7 SUBCONTRACTS

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

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

I.9 THIS SECTION IS RESERVED FOR FUTURE USE

I.10 CONTINUITY OF SERVICES

I.10.1 The Contractor recognizes that the services provided under this Contract are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

I.10.1.1 Furnish phase-out, phase-in (transition) training; and

I.10.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11 INSURANCE

I.11.1 The Contractor shall obtain the minimum insurance coverage set forth below prior to award of the contract and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the contract period.

I.11.2 Bodily Injury: The Contractor shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

I.11.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

- I.11.4** Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.11.5** Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.11.6** Automobile Liability: The Contractor shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.11.7** Professional Liability: The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.11.8** All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by the District. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.12 **EQUAL EMPLOYMENT OPPORTUNITY**

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

I.13 **CONTRACT MERGER CLAUSE**

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

I.14 THIS SECTION IS RESERVED FOR FUTURE USE

I.15 ORDER OF PRECEDENCE

- I.15.1** A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of priority the documents comprising this Contract that are incorporated by reference and are a part of the Contract:
- I.15.1.2** Consent Order dated December 12, 2003 in *Dixon, et al. v Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) Attachment J.3) (*if appropriate*)
- I.15.1.3** Contract Sections A through J of this Contract Number RM-09-RFP-072-BY4-VM
- I.15.1.4** Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March, 2007 (Attachment J.1)
- I.15.1.5** Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008) (Attachment J.2).
- I.15.1.6** Best and Final Offer dated xxxxx (if appropriate)
- I.15.1.7** Proposal submission dated xxxx (if appropriate)
- I.15.1.8** Solicitation/Request for Proposal Number RM-09-FRP-072-BY4-VM, as amended (if appropriate).
- I.15.1.9** The Contract, including incorporated documents, constitutes the entire agreement between the parties. All previous discussions, writings and agreements shall be merged herein and shall not provide a basis for modifying or changing the written Contract.

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

SECTION J: LIST OF ATTACHMENTS

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP)
- J.2** Wage Determination No. 2005-2103 (Rev. 6, May 29, 2008)
- J.3** Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order) by reference.
- J.4** Budget Package
- J.5** E.E.O. Information and Mayor's Order 85-85
- J.6** Tax Certification Affidavit
- J.7** First Source Employment Agreement
- J.8** The Way to Work Amendment Act of 2006 (i.e. The Living Wage Act)

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

SECTION K

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

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in _____

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts

subject to the order. Failure to complete the certification may result in rejection of the Offeror for a contract subject to the order.

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

(Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)

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

**Non Medicaid Reimbursable Services and Supports for CFSA Children and Youth
RM-09-RFP-072-BY4-VM**

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

K.7 ACKNOWLEDGMENT OF AMENDMENTS

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

Amendment No.	Date	Name of Authorized Representative	Title of Authorized Representative	Signature of Authorized Representative

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

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

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

L.1.2 **Initial Offers**

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and five (5) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point Times New Roman font on 8.5" by 11" bond paper. Telephonic and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "**Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)**".

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

L.2.3 Technical Proposal

L.2.3.1 The Technical Proposal shall be no more than 20 single-spaced pages. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and shall not review or evaluate such pages. Contractor shall address the following:

**Non Medicaid Reimbursable Services and Supports for CFSA Children and Youth
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- L.2.3.1.1** The number of Consumers to be served;
- L.2.3.1.4** Detailed program plan outlining what non-Medicaid reimbursable CFSA supports shall be delivered to the identified population.
- L.2.3.1.5** The plan on how data shall be collected, analyzed and a reporting format to report program activity and program effectiveness in meeting required performance measures.
- L.2.3.1.6** Detailed program outlining how consumers shall be identified for non-Medicaid reimbursable CFSA supports and the services delivery strategy to be used to deliver those services and supports.
- L.2.3.1.7** Demonstration of current status as a Choice Provider of ability to become one as defined in Section C.8.
- L.2.3.1.8** Demonstration of Past Performance delivering non-Medicaid reimbursable services and supports to CFSA children and youth in the District of Columbia.
- L.2.3.1.11** The approach that shall be used to ensure that contracted mental health residential services billing through eCura shall be monitored as dollars are being spent and unused dollars are de-obligated;
- L.2.3.1.12** The approach that shall be used to ensure the timely billing of services rendered (by the 10th day of month following the end of the billing period);
- L.2.3.2** Offeror shall also complete the following documents and submit them along with its Technical Proposal:
 - L.2.3.2.1** Solicitation, Offer and Award form (See Section L.9, below);
 - L.2.3.2.2** Attachment J.6 of this solicitation, Tax Certification Affidavit
 - L.2.3.2.3** Attachment J.7 of this solicitation, First Source Employment Agreement
 - L.2.3.2.4** Section K of this solicitation, Representations, Certifications and Other Statements of Offeror
 - L.2.3.2.4** The names, address, phone numbers and e-mail addresses of no more than three (3) government agencies/points of contact for whom Offeror has provided the same or similar services in the last three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)
 - L.2.3.2.6** Any document required Section L.19 of this solicitation.

L.2.4 Price Proposal

L.2.4.1 Offerors shall complete Section B.4, Pricing Schedule and Attachment J.4, Budget Package. All costs reimbursable under MHRS shall be excluded from the Contractor's daily rate calculation.

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

L.3.1 **Proposal Submission**

Proposal must be submitted no later than 2:00 p.m. local time on April 27, 2009 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER:

Government of the District of Columbia
Department of Mental Health
Contracting and Procurement Administration
64 New York Avenue, N.E. - 4th floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement/Agency Chief Contracting Officer

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

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

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

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

L3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, page one of this solicitation. The prospective Offeror shall submit questions no later than five (5) calendar days prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than five (5) calendar days before the date set for submission of proposals. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E., 4th Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal

in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 PROPOSALS WITH OPTIONS YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the

incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

L.9 SIGNING OF OFFERS

The Offeror shall sign the Offer and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation in Blue Ink. **There shall not be any acceptance of signature stamps or signature in any other color ink except Blue.** Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 **CERTIFICATES OF INSURANCE**

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Government of the District of Columbia
Department of Mental Health
Contract and Procurement Administration
64 New York Avenue, N.E., 4th Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax

L.15 **ACKNOWLEDGMENT OF AMENDMENTS**

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

L.16 **BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written Best And Final Offers (BAFOs) at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

L.17 KEY PERSONNEL

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

L.18 ACCEPTANCE PERIOD

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

L.19 LEGAL STATUS OF CONTRACTOR

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

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

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

L.20 FAMILIARIZATION WITH CONDITIONS

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

L.21 STANDARDS OF RESPONSIBILITY

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

- L.21.1** Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.21.2** Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.21.3** Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.21.4** Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.
- L.21.5** Furnish evidence of a satisfactory performance record, record of integrity and business ethics.
- L.21.6** Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.21.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.8** If the Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be non-responsible.

L.22 OPTIONAL PRE-PROPOSAL CONFERENCE

- L.22.1** The District shall conduct an Optional Pre-Proposal Conference on **April 3, 2009 at 2:00 pm at the Department of Mental Health, 4th Floor Training Room, 64 New York Avenue, N.E., Washington, D.C. 20002.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must

complete the Optional Pre-Proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

L.22.2

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

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

**SECTION M
EVALUATION FACTORS FOR AWARD**

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SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 TECHNICAL EVALUATION

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

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

M.3.3 TECHNICAL EVALUATION FACTORS (90 Points)

M.3.3.1 Technical Understanding of the Requirement and Technical Approach (75 Points)

M.3.3.2 Offeror demonstrates their current status as a Choice Provider or their ability to become one as defined in Section C. (30 points)

M.3.3.3 Offeror detailed program plan outlining what non-Medicaid reimbursable CFSA supports shall be delivered to the identified population. (15 points)

M.3.3.4 Offeror demonstrates program plan outlining how consumers shall be identified for non-Medicaid reimbursable CFSA supports and the service delivery strategy to be used to deliver those services and supports. (15 points)

M.3.3.5 Offeror demonstrates plan on how data shall be collected, analyzed and a reporting format to report program activity and program effectiveness in meeting required performance measures. (15 points)

M.4 PAST PERFORMANCE EVALUATION (15 Points)

Offeror demonstrates past performance delivering non-Medicaid reimbursable services and supports to CFSA children and youth in the District of Columbia. The District shall evaluate Offeror's Past Performance in services programs or similar services for government agencies within the last three (3) years.

M.5 PRICE EVALUATION (10 Points)

The Price Evaluation shall be objective. The Offeror with the lowest total price, including the base year and all option years, shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times 10 = \text{Evaluated price score}$$

M.6 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.6.1 Preference for Subcontracting to Open Market solicitations with No LBE, DEB, RBO Subcontracting Set Aside

- 1) If the prime contractor is not a certified LBE, certified DBE, certified RBO or a business located in the enterprise in an enterprise zone, the District shall award the above stated preferences by reducing the bid price or by increasing the points proportionally based on the total dollar value of the bid or proposal that is designated by the Prime Contractor for subcontracting with a certified LBE, DBE, RBO or business located in an enterprise zone.

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

Vendors interested in becoming certified under the different programs should contact the following for a certification package.

Department of Small and Local Business
Development
ATTN: Certification Program
441-4th Street, N.W, Suite 970N
Washington, D.C. 20001

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