

**OPTIONS PROGRAM JAIL DIVERSION SERVICES
RM-09-RFP-169-BY4-VM**

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 67	
		3. CONTRACT NUMBER: RM-09-RFP-169-BY4-VM	
		4. SOLICITATION NUMBER: RM-09-RFP-169-BY4-VM	
		5. DATE ISSUED: August 27, 2009	
		6. OPENING/CLOSING TIME: August 27, 2009/Friday, September 18, 2009 @ 12Noon (EST)	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> NEGOTIATION (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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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 RFQ/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:	NUMBER:	EXT:		

AWARD (To be completed by the DMH)

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

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

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) or the District) is seeking a Contractor(s) who is a certified Core Service Agency (CSA) and shall render Professional Jail Diversion Services for DMH Options Program (OP).

B.2 CONTRACT TYPE

The District contemplates the multiple awards of Firm Fixed Price Contracts resulting from this solicitation. The amount of each Contract awarded as a result of this solicitation shall depend on the availability of funds and the quality and number of Offers received. Award of options shall depend on the availability of funds, the Contractor's progress in meeting contract requirements, and 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 approval by the Council of the District of Columbia.

B.3 SCHEDULE B – PRICING SHEDULE

(A) Contract Line Item Number (CLIN)	(B) Services	(C) Maximu m Quantity	(D) Unit	(E) Unit Price	(F) Extended Price
0001 0002	Options Program Residences of Transitional Housing Services Options Program Residences of Non Traditional Housing Services (Base Year)	_____ _____	Consumer Per Day	\$ _____ \$ _____	\$ _____ \$ _____
1001 1002	Options Program Residences of Transitional Housing Services Options Program Residences of Non Traditional Housing Services (Option Year One)	_____ _____	Consumer Per Day	\$ _____ \$ _____	\$ _____ \$ _____
2001 2002	Options Program Residences of Transitional Housing Services Options Program Residences of Non Traditional Housing Services (Option Year Two)	_____ _____	Consumer Per Day	\$ _____ \$ _____	\$ _____ \$ _____
3001 3002	Options Program Residences of Transitional Housing Services Options Program Residences of Non Traditional Housing Services (Option Year Three)	_____ _____	Consumer Per Day	\$ _____ \$ _____	\$ _____ \$ _____
4001 4002	Options Program Residences of Transitional Housing Services Options Program Residences of Non Traditional Housing Services (Option Year Four)	_____ _____	Consumer Per Day	\$ _____ \$ _____	\$ _____ \$ _____

Unit Pricing shall not include any Cost associated with providing Option and Alternative Support Services to individuals in Saint Elizabeths Hospital, Jail and/or any reimbursable costs obtainable from MHRS or Medicaid Claiming.

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/WORK STATEMENT

C.1 GENERAL REQUIREMENTS

C.1.1 The Department of Mental Health intends to seek to award a Contract with potential multiple Vendors to provide Option Program Jail Diversion Services. Option and Alternative Support Services are a time-limited mental health intervention service delivered to adults and is intended to divert mentally ill defendants from jail. An annual amount of dollars is authorized to provide these services for FY 2010. The Provider Agency shall be a certified Core Service Agency (CSA) and shall render Professional Jail Diversion Services for the Department of Mental Health (DMH). This service is designed to provide a bridge between the criminal justice system and the mental health system by availing needed resources to those defendants who because of their serious persistent mental health issues who come to the attention of the legal system. Thus, the Options Program is to render services to pretrial defendants with serious persistent mental illness, including individuals charged misdemeanor and/or felony charges. The goal of the Options Program is to provide immediate access to individuals who come in contact with criminal justice system who have been identified through evaluation from DMH and/or the DC Pretrial Services Agency (PSA) as in need of mental health services and facilitates their cooperation with the court to divert them from further criminal activity. Only individuals in pretrial status and under the supervision of PSA, court ordered for services /treatment, qualify for this service.

C.1.2 The Provider Agency shall provide services in the Contractor's facility (owned or operated by the contractor), at the D.C. Superior Court, D.C. Jail, St. Elizabeths Hospital/John Howard Pavilion, Halfway Houses and Traffic Court as well as various locations throughout the District of Columbia. The services to be provided by the Option Program Jail Diversion Services must be multi-faceted in nature to provide for Public Safety and include the following:

- Provided to individuals residing in Transitional Housing
- Provided to individuals not residing in Transitional Housing (i.e. Home, Relatives, Shelter)
- Coordination/participation in the development and implementation of a consumer's IRP/IPC and Community Support ISSP;
- Psychiatric evaluation and on-going services;
- Medication and somatic treatment;
- Medical support;
- Case Management (services include coordination and linkage to benefits and other services needs, i.e., housing, food, personal items and clothing);
- Housing (emergency, temporary and transition to permanent housing);
- Hospitalization (psychiatric and medical);
- Psychosocial rehabilitation;
- Transportation services;
- Vocational rehabilitation/employment services; and
- Interventions to improve consumer and family interactions.

C.1.3 The populations of focus for this service are individuals who come in contact with the criminal justice system who:

- Have been identified by PSA or DMH for services
- Must meet MHRS standards and have a serious and persistent mental illness
- Defendants must be residents of the District of Columbia.
- Individuals with multiple arrests, failure to appear in court (bench warrants)
- History of mental illness with failure to follow through on treatment
- Multiple CPEP or crisis involvement
- Maybe in need of immediate housing services

C.2 MISSION AND PHILOSOPHY

C.2.1 The mission of the Options Program is to enhance the well-being of consumers involved in the criminal justice system and ensure public safety by identifying and connecting individuals charged with misdemeanor or felony criminal offenses with mental health services and support. The goal is to stabilize psychiatric symptoms and engage the individual in community-based support services. In addition, the program will facilitate the provision of primary medical care, movement from transitional to permanent housing, psychosocial rehabilitation and enrollment in benefit programs.

C.2.2 Objectives of the Options Services are to provide the following:

- a. Immediate access, linkage and monitor consumers to ongoing mental health treatment and supports;
- b. Educate and train law enforcement staff on specific techniques, strategies and services available to divert individuals from jail to mental health services when appropriate; and
- c. Assist PSA staff members and judges to identify individuals involved in misdemeanor and non/violent felony activities that are in need of mental health services.

C.3 ELIGIBLE APPLICANTS

C.3.1 The Contractor shall be a Department of Mental Health (DMH) certified Mental Health Rehabilitation Services (MHRS) provider in good standing. The Contractor shall provide immediate linkage to mental health treatment which include diagnostic and assessment, medication and somatic treatment, counseling services, community supports, access to benefits and any other supports which may include immediate pick up, transitional housing services to the defendant referred through DMH, Pretrial Services Agency and the courts. Individuals can come from the jail, halfway houses, John Howard Pavilion or other treatment facilities as long as they are supervised by PSA. Access to intake and mental health services should occur immediately upon referral or by the next business day. The Prospective Contractor shall have the capacity to provide emergency and/or transitional residential services to persons requiring temporary housing. Services shall include at least 16 hours of supervision for residents in the living facility as well as community support to facilitate the development of the life skills and recovery for all individuals in the program. Referrals can also come from Misdemeanor and Traffic Court if such defendants are released to PSA supervision.

C.4 LOCATION OF SERVICES

C.4.1 Contracted mental health services shall be provided in the community, at DC Superior Court, to individuals who maybe scheduled from release from jail, at John Howard Pavilion, in residential service programs and at the Prospective Contractor's facility which must be owned or operated by the Prospective Contractor. Services shall be available 24 hours and seven days a week. All facilities must be within the District of Columbia.

C.5 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
1.	Chapter 34, Title 22A of the D.C. Municipal Regulations	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
2.	Chapter 35, Title 16 of the D.C. Municipal Regulations	Mental Health Provider Certification Infractions	2005

C.6 DEFINITIONS

C.6.1 Core Services Agency- means a community-based provider of mental health services and mental health supports that is certified by the Department of Mental Health 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.

C.6.2 Provider in Good Standing- has current facility licenses, as required; MHRS certification is current; up to date corrective action plans, if applicable; no outstanding notices of infractions; and a failure rate for audit results that is within acceptable limits. Must know how to bill for MHRS Services.

C.7. ELIGIBILITY CRITERIA FOR A CONSUMER'S ADMISSION TO THE OPTIONS PROGRAM

C.7.1 The eligibility criteria for inclusion in the Options Program are as follows:

- a. Consumer must be court ordered to participate in the program and under the supervision of the D.C Pretrial Services Agency (PSA). Most will be charged on a criminal calendar. However, consumers may be referred from Misdemeanor and Traffic Court;
- b. Consumer must have a severe and persistent mental illness with a primary Axis I or II DSM-IV diagnosis or dual diagnosis of co-occurring disorders such as substance abuse or an intellectual disability;
- c. Defendants must be residents of the District of Columbia;

- d. Must have a history of multiple arrests, failure to appear in court (bench warrants) and/or have been determined to pose a public safety risk without intense and immediate mental health services;
- e. History of mental illness with failure to engage in on-going mental health treatment;
- f. Multiple CPEP or crisis involvement; and
- g. Need an array of mental health support services to reside within the community and maintain compliance with court release conditions.

C.8 GENERAL CONTRACTED MENTAL HEALTH CONTRACTOR REQUIREMENTS

C.8.1. The Prospective Contractor shall:

- a. Maintain current MHRS certification with DMH Office of Accountability;
- b. Comply with contract monitoring and evaluation activities by DMH or its designee to verify billing for consumers services;
- c. Develop a transitional housing program to meet the needs of at least 10 consumers (males and females) that will be coordinated through the DMH Housing subsidy program and conform to the rules and laws of this program;
- d. Provide a Certificate of Occupancy that supports the number of contracted beds to be provided under this solicitation;
- e. Own or operate the facility that will be used to provide transitional housing services as evidenced by the Certificate of Occupancy;
- f. Maintain a staffing plan throughout the life of the Contract and a consumer to staff ratio whenever a resident is present and during periods of peak activity such as meals and when the residents are in the facility and awake; and fully alert/awake staff during night time hours;
- g. Have the ability to contract with the District of Columbia, which requires that the Contractor have no outstanding debts with the Office of Tax and Revenue or the Department of Mental Health unless an approved payment plan is in effect that could result in a waiver of this requirement; and
- h. Not have a record of false or fraudulent statements or conduct in dealing with the District of Columbia government.

C.8.2 Performance Indicators

DMH will assess the performance of the Prospective Contractors who receive awards using

the quality indicators listed below on an annual basis.

C.8.2.1 Access to Care

- a. Contractor accepts referrals from the PSA which may include but not limited to defendants in in-patient psychiatric facilities, jails, substance abuse and other residential treatment facilities, halfway houses, and homeless shelters.
- b. Contractor immediately engages with the defendant and links to psychiatric and medication services.
- c. Contractor's staff ratio shall meet the needs the needs of the program so that staff working with this population will be available to the courts and PSA.
- d. Contractor accommodates consumers with special needs (language, sight, mobility).

C.8.2.2 Continuity of Care

- a. Contractor monitors the medical, behavioral and psychiatric status of consumers and informs PSA and the court when there is a change.
- b. Contractor demonstrates the linkage of consumer's to their own CSA or to a core service agency of the consumer's choice upon adjudication of the case to ensure continuity of care for mental health services.

C.8.2.3 Appropriateness of Care

- a. Consumer's level of care meets the requirements for contracted mental health services.
- b. Contractor's services are described in detail in the Individualized Service Specific Plan (ISSP).
- c. Contractor develops an ISSP that is monitored monthly to ensure that the goal of moving consumers toward on-going linkage to continuity of services to a CSA of choice is actively pursued upon adjudication of the case.
- d. Contractor provides plan to ensure that there is no duplication in billing contracted mental health services and MHRS.
- e. Contractor develops and implements annual training plan to ensure staff competency and cultural competency.

C.8.2.4 Quality of Care

- e. Contractor documents consumer's progress toward recovery including the way he or she relates to the services provided, staff, family and other consumers, for the court.

- f. Contractor's services are provided utilizing the recovery model and facilitate involvement in treatment and promote public safety.

C.9 EVALUATION AND DATA COLLECTION

C.9.1 The Evaluation and Data collection shall focus on the gathering of information regarding the program, identify outcomes and measures pertaining to the effectiveness of the program and services provided to adults. This would include the utilization of services, linkage and continuity of care.

C.9.2 Data Collection shall include the following:

- a. Demographics (age, race sex);
- b. Diagnosis and any co-occurring disorders;
- c. Charges;
- d. Enrollees per month;
- e. Re-arrests;
- f. Re-hospitalizations;
- g. Non-compliance (resulting in bench warrants);
- h. Services provided (identify types of services);
- i. Housing status (needs and services)
 - Temporary or emergency housing with number of days
 - Linked to permanent housing and timeframe;
- j. Financial Status
 - Linked to benefits
 - Linked to employment;
- k. Outcome of services;
- l. Disposition of cases; and
- m. Linked to CSA for continuity of case

C.10 PROSPECTIVE CONTRACTOR REPORTING REQUIREMENTS

The Prospective Contractor awarded this Contract shall submit the following information to the Contracting Officer's Technical Representative (COTR):

C.10.1 Monthly reports shall be submitted to PSA and DMH each month on the status on the consumer and their compliance in the community. Upon request of PSA, telephonic and/or e-mail updates must be provided within three (3) days of any court date.

C.10.2 Monthly reports shall be submitted no later than the 10th day of each month in a format to be provided by DMH following the contract award. It shall include the following:

Options List

- Consumer Name
- Admission Date

- Date of Birth
- Housing Resources and/or Application
- Benefits Eligibility or Income
- Status
- Court Date
- Judge

Discharges

- Consumer Name
- Discharge Date
- Reason

Unusual Incidents

- Consumer Name
- Incident Date
- Incident Type
- Resolution/Action

Service Report

- Consumer Name
- Service Date
- Service Type
- Number of Hours
- Location

Actual and Anticipated Vacancies During the Reporting Period

- Male and Female
- Location

C.10.3 Any information requested by the DMH staff concerning the person's care and/or treatment shall be provided within the timeframe requested. This information shall be provided no later than the close of the next business day following the date of the request if required to meet court deadlines or other legal requirements.

C.11 RESPONSE SPECIFICATIONS

C.11.1 The Prospective Contractor shall respond to the details described in the Statement of Work. The narrative shall be limited to 20 single spaced pages, Times New Roman font, 12 point. This shall include a narrative that addresses at a minimum the following issues:

- The Prospective Contractor service philosophy.
- The number of consumers to be served.
- The number of facilities and locations where consumers will reside for transitional housing.

- How services and the specific residential services and supports will be integrated in the Individualized Service Specific Plan (ISSP).
- The timeframe in which PSA and DMH will be notified of any changes (hospitalizations, re-arrests, failure to comply with treatment and absence or unknown absences for transitional housing).
- The approach that will be used to ensure that the residential services program staff are in place and to maintain staffing ratios at periods of peak activity (meals, residents in facility and awake).
- The approach that will be used to develop a housing plan for those consumers in transitional housing to ensure the goal of moving consumers to more permanent housing is being actively pursued and monitored monthly. Describe the core components of the plan.
- How the effectiveness of the services being provided will be evaluated.
- The approach that will be used to ensure that billing for contracted mental health transitional housing services is separate and distinct from MHRS especially Community Support.
- The approach that will be used to ensure the timely billing of services rendered (by the 10th day of month following the end of the billing period).
- Describe the general topics that will be addressed in the annual Training Plan to ensure staff competency in providing mental health services to adults with serious mental illnesses and cultural competency. What approach will be used to develop and implement the annual Training Plan?
- The management strategies that will be implemented to ensure compliance with the monthly reporting requirements.
- The approach used to ensure compliance with the performance improvement monitoring and quality indicators.

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

SECTION D
PACKAGING AND MARKING

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SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this 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.2.)
- D.2** The Contractor shall be responsible for all posting and mailing fees connected with the performance of this Contract.

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

SECTION E
INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

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

1. The Contractor shall be held to the full performance of the contract. The DMH shall deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.
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.
3. The DMH 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 Therefore:

1. In the case of non-performed work, the DMH:
 - (a) 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.
 - (b) Shall, 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, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.
 - (c) Shall, at its option, perform the services by the DMH personnel or other means.
2. In the case of unsatisfactory work, the DMH:
 - (a) 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;
 - (b) Shall, 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, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.

E-3 **TERMINATION FOR CONVENIENCE**

1. The DMH may terminate performance of work under this contract for the convenience of the Government, in whole or, from time to time, in part, if the Director, Contracts and Procurement/Agency Chief Contracting Officer determines that a termination is in the Government's best interest.

2. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and the effective date. After receipt of a Notice of Termination and, except as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall immediately proceed with the following obligations:
 - (a) Stop work as specified in the notice.
 - (b) Place no further subcontracts or orders except as necessary to complete the continued portion of the contract.
 - (c) Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - (d) Assign to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, all rights, titles, and interests of the Contractor under the subcontracts terminated, in which case DMH shall have the right to settle or pay any determination settlement proposal arising out of those terminations.
 - (e) With approval or ratification to the extent required by the Director, Contracts and Procurement/Agency Chief Contracting Officer, settle all outstanding liabilities and determination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause.
 - (f) Transfer title, if not already transferred, and, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, deliver to DMH any information and items that, if the contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated, and (ii) completed or partially completed plans, drawings, and information.
 - (g) Complete performance of the work not terminated.
 - (h) Take any action that may be necessary for the protection and preservation of property related to this contract.

E-4 TERMINATION FOR DEFAULT

1. DMH may, subject to the conditions stated below, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:
 - (a) Perform the services within the time specified in this contract or any extension; or
 - (b) Make progress so as to endanger performance of this contract; or
 - (c) Perform any of the other material provisions of this contract.
2. DMH's right to terminate this contract may be exercised if the Contractor does not cure such failure within 10 days (or such longer period as authorized in writing by the Contracting Officer) after receipt of the notice to cure from the Contracting Officer specifying the failure.
3. If DMH terminates this contract in whole or in part, it may acquire, under the terms and in the manner the Director, Contracts and Procurement/Agency Chief Contracting Officer considers appropriate, supplies and services similar to those terminated, and the Contractor shall be liable to DMH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
4. Except for default by Subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such causes include (1) acts of God, (2) fires or floods, (3) strikes, and (4) unusually severe weather. In each instance the failure to perform must be beyond the control and without the fault or negligence of the Contractor.
5. If the failure to perform is caused by the fault of a subcontractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the Subcontractor, and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
6. If the contract is terminated for default, DMH may require the Contractor to transfer title and deliver to DMH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of this contract. Upon direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Contractor shall also protect and preserve property in its possession in which CFSA has an interest.
7. DMH shall pay the contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.

8. If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the determination had been issued for the convenience of DMH.
9. The rights and remedies of DMH in this clause are in addition to any other rights and remedies provided by law or under this agreement.

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

SECTION F
DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

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

F.1.1 The Period of Performance (POP) of this Contract shall be from October 1, 2009 through September 30, 2010.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the 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. These four (4) one (1) year option periods are subject to availability of funding by the District Government. The Contractor may waive the thirty (30) day preliminary notice requirement by proving a written waiver to the Contracting Officer prior to expiration of the Contract.

F.2.1 If the District exercises this option, the extended Contract shall be considered to include this option provision.

F.2.2 The price for the option period shall be as specified in the Contract.

F.2.3 The total duration of this Contract, including the exercise of any options under this clause, shall Not Exceed five (5) years.

F.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

DMH's obligation for performance of this Contract beyond September 30, 2010 is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Contract beyond September 30, 2010, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

F.4 DELIVERABLES

F.4.1 The Contractor shall deliver Options Jail Diversion Services in accordance with Section C herein.

***** 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 claims in the eCura system. The District shall provide a code set to Contractor to use in its claims 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:

Lois Calhoun
Forensic Services Coordinator
Department of Mental Health
Office of Programs and Policy
64 New York Avenue, NE - 4th Floor
Washington, DC 20002
Telephone: 202-671-3217
Fax: 202-671-2971
Lois.calhoun@dc.gov

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 \$3000.00 per day 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. 4, dated 07/05/07, 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 **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.10 **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 Supply and Services Contracts dated March 2007, (Attachment J.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 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

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.11.1 **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.11.2 **Property Damage:** The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.11.3 **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.11.4** **Employer's Liability:** The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.11.5** **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.11.6** **Professional Liability:** The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.11.7** 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 fourteen (14) days of Contract award. 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 Department of Human Rights and Local Business Development.
- I.13** **THIS SECTION IS RESERVED FOR FUTURE USE**
- I.14** **ORDER OF PRECEDENCE**
- I.14.1** 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.14.1.1** Consent Order dated December 12, 2003 in Dixon, et al. v Fenty, et al., CA 74-285 (TFH) (Dixon Consent Order) (Attachment J.1)
- I.14.1.2** Contract Sections A through M of this Contract Number **RM-09-RFP-169-BY4-VM**
- I.14.1.3** Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007 (Attachment J.2)

- I.14.1.4** Wage Determination No. 2005-2103 (Revision No. 6, May 29, 2008) (Attachment J.3)
- I.14.1.5** Best and Final Offer
- I.14.1.6** Proposal submission
- I.14.1.7** Solicitation/Request for Proposal Number **RM-09-RFP-169-BY4-VM**

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

SECTION J: LIST OF ATTACHMENTS

- J.1** Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order)
- J.2** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP)
- J.3** Wage Determination No. 2005-2103 (Rev. 6), May 29, 2008
- J.4** LOCUS Level of Care Description
- J.5** Budget Package
- J.6** E.E.O. Information and Mayor's Order 85-85
- J.7** Tax Certification Affidavit
- J.8** First Source Employment Agreement
- J.9** Living Wage Act Fact Sheet

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

ATTACHMENT J.4

LOCUS LEVEL OF CARE DESCRIPTIONS

The LOCUS Level of Care is being used by DMH to differentiate reimbursement rates for Consumers receiving active Residential Services, not to pre-determine what Residential Services an individual Consumer shall need. The LOCUS covers six life dimensions and serves as a guideline for clinical teams rather than a definitive service identification tool. The difference in services provided at each LOCUS level is most often one of service intensity rather than type or category of service. Therefore, the following "descriptions" of level of care needs of the different LOCUS levels shall be general, shall address more than just "residential" related services and shall primarily include differing intensity of services.

The LOCUS levels correspond to the following residential service categories: Residential Services (LOCUS Five and Six); Transitional (LOCUS Level Four); formerly Supported Independent Living Plus (LOCUS Level 3) and Supported Independent Living (always referenced as SIL) and negotiated reduced fees to reflect the lower intensity of required supervision, reduction in the number of required slots (beds) and the reduction in cost.

Level Three:

This level is for the client that needs more intensive attention, structure, and contact, usually several days per week, for several hours per day. The requirements for the care environment are not significantly more complex than other outpatient services. However, there shall be greater capacity to provide clinical services, and greater availability of clinicians. Case management is something that is used more extensively at this level of care. Mobile service capability, day care, and rehabilitation services are often part of the treatment plan at this level as well.

Level Four:

This level of care refers to services provided to Consumers capable of living in the community either in supportive or independent settings, but whose treatment needs require intensive management by a multi-disciplinary treatment team. For those Consumers in Residential Services, there is clear evidence that he/she continues to benefit from 24-hour structured Residential Services and is progressing towards more independent living. It may be that the person requires monitoring and/or prompting to complete some independent living skills and is learning additional needed skills, or he/she requires intensive supervision due to an acute manifestation of psychiatric symptoms (among many examples). Community Support services should be integrated with the on site treatment team. Liaison with mutual support networks and individual groups, facilitation of recreational and social activities, and coordination with educational or vocational programming shall also be available according to the person's needs.

Level Five:

This level of care has traditionally been provided in non-hospital, free-standing facilities based in the community. Consumers may demonstrate poor self-preservation skills, independent living skills, or reality testing (among many other examples). At a minimum, Consumers require direct supervision of activities of daily living and custodial care may be provided to designated populations at this level. Staff shall facilitate recreational and social activities and coordinate interface with educational and rehabilitative programming provided offsite. Community Support services shall be integrated with the on site treatment team. Liaison with mutual support networks and individual groups, facilitation of recreational and social activities, and coordination with educational or vocational programming shall also be available according to the person's needs.

Level Six:

This is the most intense level of care of the LOCUS continuum. Level six services have traditionally been provided in hospital settings, but could be provided in free-standing non-hospital settings with appropriate supports. The clinical team shall need to maintain an active status in the Consumer's daily life. Persons needing this level of care often need intensive supervision due to acute and severe psychiatric symptoms, however, other factors could contribute to this level of need. Often a short-term, very intensive team approach is needed to support a person at this level of need.

ATTACHMENT J. 5

BUDGET PACKAGE

Page 1 of 2

Contractor: _____

PRICE PROPOSAL

The proposed number of Mental Health TRF units to be provided: _____

The proposed per Consumer daily rate for providing Mental Health TRF services and supports:
 \$ _____.

(REMINDER: All costs reimbursable under MHRS shall be excluded from the Contractor's daily rate calculation.)

BUDGET SUMMARY

	Cost	Total Costs
Personnel		
Total Salaries		
Total Fringe Benefits		
Supplies		

Equipment (Please Itemize)		
Other (Please Specify)		
	Total	

ATTACHMENT J. 5

BUDGET PACKAGE

Page 2 of 2

BUDGET NARRATIVE

Please write a brief narrative to support the proposed budget in the space provided. Please use additional sheets if necessary.

1. Personnel:

Position Title	Functions	Certification/ Licensure (if any)	% of Time/FTES

2. Supplies:

3. Equipment:

4. Other

Chief Executive Officer:

Telephone Number:

E-mail Address

Chief Financial Officer:

Telephone Number:

E-mail Address

SECTION K

REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTOR

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

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

(a) It operates as:

a corporation incorporated under the laws of the State of _____

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in _____

(Country)

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

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 sub- Offeror. (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 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 **DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

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

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

K.6

CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

1) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Offeror or competitor relating to:

- (i) those prices
- (ii) the intention to submit a Contract, or
- (iii) the methods or factors used to calculate the prices in the Contract;

2) The prices in this Contract have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before Contract opening unless otherwise required by law; and

3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.

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

1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Contract, and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

- (iii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

K.7

ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFEROR

L.1 CONTRACT AWARD

L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT

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

L.1.2 INITIAL OFFERS

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Electronic mail (e-mail), telephonic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked "Proposal in Response to Solicitation No. **RM-09-RFP-169-BY4-SC** (*insert title and name of Offeror*)".

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

L.2.3.1.1 Service philosophy;

L.2.3.1.2 The number of Consumers to be served;

- L.2.3.1.3** The number of facilities and locations where Consumers shall reside;
- L.2.3.1.4** How services shall be coordinated with the Core Services Agency, including how the specific residential services and supports shall be integrated in the IRP and ISSP, including specific examples of the specific types of residential services and supports to be provided to Consumers living in the Mental Health TRF;
- L.2.3.1.5** The approach that shall be used to ensure that the residential services program staff are in place and to maintain staffing ratios of 1:8 and 2:8 at periods of peak activity (meals, residents in facility and awake);
- L.2.3.1.6** The approach that shall be used to develop a Transition Plan to ensure that the goal of moving Consumers to more independent living is being actively pursued and monitored monthly, including a description of the core components of the plan;
- L.2.3.1.7** The approach that shall be used to ensure that DMH Consumers throughout the provider network have equal access to the contracted mental health residential services. This shall include how the Contractor accepts referrals from a variety of sources, including but not limited to inpatient psychiatric facilities, medical and rehabilitation facilities, jails and prisons, substance abuse and other residential treatment facilities, nursing homes, homeless shelters, and across the DMH provider network;
- L.2.3.1.8** The approach that shall be used to engage and maintain the involvement of Consumers in planning and assessing the residential services to be provided;
- L.2.3.1.9** How the effectiveness of the services being provided shall be evaluated;
- L.2.3.1.10** The approach that shall be used to ensure that billing for contracted mental health residential services is separate and distinct from MHRS, services, especially Community Support;
- 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.2.3.1.13** The general topics that shall be addressed in the annual Training Plan to ensure staff competency in providing residential services to adults with serious mental illnesses and cultural competency, including a description of the approach that shall be used to develop and implement the annual Training Plan;
- L.2.3.1.14** The management strategies that shall be implemented to ensure compliance with the monthly reporting requirements; and

- L.2.3.1.1 The approach used to ensure compliance with the performance improvement monitoring and quality indicators for residential services.
- 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.7 of solicitation, Tax Certification Affidavit
 - L.2.3.2.3 Attachment J.8 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 by Section C.8 or 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.5, 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 12:00 Noon (EST) on Friday, September 18, 2009 to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-09-RFP-169-BY4-VM.

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.

L.3.3 POSTMARKS

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

L.3.4 LATE MODIFICATIONS

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

L.3.5 LATE PROPOSALS

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

L.4 **EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, page one 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. 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 PRE-PROPOSAL CONFERENCE

L.22.1 The District shall conduct a **Pre-Proposal Conference on Thursday, September 3, 2009 at 11:00 am at the Department of Mental Health, 64 New York Avenue, N.E., 5th floor, Training Room, Washington, D.C. 20002.** Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal conference Attendance Roster at the conference so that their attendance can be properly recorded

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 even 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

M.1. EVALUATION FOR AWARD

The Contracts shall be awarded to the responsive and responsible Offeror whose offers are 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; significant 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 UNDERSTANDING OF THE REQUIREMENT AND TECHNICAL APPROACH (45 Points)

1. The Offeror demonstrates a clear understanding of the mental health services to serious persistent mentally ill defendants who may have a co-occurring substance abuse disorder and are homeless who are involved in the criminal justice system. (10 points)
2. The Offeror demonstrates the ability to work with the Courts, Pretrial Service Agency and other criminal justice entities to facilitate jail diversion services. (10 points)
3. The Offeror demonstrates the ability to administer a transitional housing services program for adult serious persistent mentally ill consumers (18 years of age and older) who are in need of housing support service while awaiting adjudication of their cases. (5 points)
4. The Offeror demonstrates that staff is trained to provide service to serious persistent mental health consumers who are involved in the criminal justice system and are culturally competent to work with this population. (5 points)
5. The Offeror demonstrates the ability to coordinate services and ensure that the Individual Recovery Plan (IRP) and the Individualized Service Specific Plan (ISSP) detail the need for the services that shall be provided. 10 points)
6. The Offeror demonstrates how proposed services shall improve DMH services delivery system for individuals involved in the criminal justice system through the provision of recovery focused culturally and linguistically competent care. (5 points)

M.3.4

MANAGEMENT PLAN (35 Points)

1. The Offeror demonstrates a thorough understanding of how the jail diversion services program shall be organized, staffed and managed in accordance with the requirements contained in Section C. (10 points)
2. The Offeror shall state how the jail diversion services program shall be provided to include but not be limited to:
 - The Offeror shall demonstrate the ability to coordinate integrated, comprehensive mental health services while promoting public safety. (5 points)
 - The Offeror shall accommodate consumers with special needs (language, sight, mobility); (5 points)

- The Offeror shall demonstrate that the transitional residential services program staffs are in place and the ability to provide staffing during periods of peak activity hours; **(5 points)**
- The Offeror shall provide a plan for ongoing community support to defendants residing in the community (own facilities, homeless shelters consumers who can live in a more independent residential setting); and **(5 points)**
- The Offeror shall provide a plan to ensure that the Options services billing does not duplicate MHRS and other billing for the same consumer. **(5 points)**

M.4 PAST PERFORMANCE EVALUATION (10 Points)

The Contractor's past performance (as supported and documented by the previous contracts' monitoring) for Government Contracts, grants or subcontracts for transitional residential services programs or similar services within the last three (3) years.

M.5 PRICE/COST (10 Points)

M.5.1 The Price Evaluation shall be objective. The Contractor with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Contractor's evaluated cost/price score:

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

M.5.2 PREFERENCE (0-12 Points)

M.5.3 TOTAL (0-112 Points)

M.6 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATION

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

M.6.1.1 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.

M.6.1.2 If the prime Contractor is a joint venture that is not a certified LBE, certified DBE or certified RBO joint venture, or if the Prime Contractor is a joint venture that includes a business in an enterprise zone but such business located in an enterprise zone does not

own and control at least fifty-one percent (51%) of the joint venture, the District shall award the above-stated preferences by reducing the bid price or by increasing the points proportionally in the proposal based on the total dollar value of the bid or proposal that is designated by the prime Contractor for certified LBE, DBE, RBO, or business located in an enterprise zone, for participation in the joint venture.

M.6.1.3 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 * * ***