

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

**REQUEST FOR PROPOSAL, RM-10-RFP-022-BY1-RKG  
FOR A VENDOR TO PROVIDE CONSULTANT AND TECHNICAL  
ASSISTANCE SERVICES FOR SAINT ELIZABETHS HOSPITAL INDIVIDUAL  
RECOVERY PLAN REFINEMENT INITIATIVE**

The Government of the District of Columbia, Department of Mental Health Services (DMH), Saint Elizabeths Hospital (SEH) has a need for a Vendor to provided Consultative and Technical Assistance Services for the Hospital's Individual Recovery Plan Refinement Initiative (IRPRI).

Opening Date: November 30, 2009  
Closing Time: Monday, December 14, 2009 @ 2:00 P.M.

Response requires the completed Quote (sign Section A and sign and complete Section B price sheets) sent to:

Robin Knight Griffin, Contract Specialist  
D.C. Department of Mental Health  
64 New York Ave., NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: (202) 671-0184  
Fax: (202) 671-3395  
E-mail: [Robin.Knight@dc.gov](mailto:Robin.Knight@dc.gov)

Any and all questions pertaining to this solicitation must be submitted in writing to:

**Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Ave., NE, 4<sup>th</sup> Floor  
Washington, DC 20002**

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4<sup>th</sup> FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 62</b>	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: <b>RM-10-RFP-022-BY1-RKG</b>	
		5. DATE ISSUED: <b>NOVEMBER 30, 2009</b>	
		6. CLOSING TIME: <b>MONDAY, DECEMBER 14, 2009, @ 2:00 P.M.</b>	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			

10. INFORMATION CALL	NAME: <b>Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>
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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 15 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 shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

**AWARD (To be completed by the DMH)**

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>		19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DMH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE			

\*\*\*END OF SECTION A\*\*\*

**SECTION B**

**DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK**

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**PART 1 – THE SCHEDULE**

**SCHEDULE B**

**SUPPLIES/SERVICES AND PRICE/COSTS**

**SCHEDULE B - PRICING SCHEDULE**

<b>(A) Contract Line Item Number (CLIN)</b>	<b>(B) Services</b>	<b>(C) Maximum Quantity</b>	<b>(D) Unit</b>	<b>(E) Unit Price</b>	<b>(F) Extended Price</b>
<p><b>B.1</b></p> <p><b>B.2</b></p> <p><b>B.3</b></p> <p>0001 <b>BASE YEAR</b></p>	<p><b>Schedule B – Pricing</b> The Department of Mental Health (DMH), Saint Elizabeths Hospital has a need for a vendor to provide consultative and technical assistance services relating to the Hospital's Individual Recovery Plan Refinement Initiative.</p> <p><b>The Period of Performance (POP) under this Contract shall be for a Base Year and One (1) Option Year.</b></p> <p><b>DESCRIPTION of CLIN</b></p> <p>Consultative and Technical Assistance services relating to the Hospital's Individual Recovery Plan Refinement Initiative.</p> <p>Round Trip Airfare to Washington, DC, including Ground Transportation</p> <p>Per diem First and Last Day</p> <p>Per Diem Intermediate Days</p>	<p>_____</p> <p>_____</p> <p>_____</p> <p>_____</p>	<p>Hour</p> <p>Round-Trip</p> <p>Per Diem</p> <p>Per Diem</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>	<p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p> <p>\$ _____</p>
<p><b>B.4 TOTAL VALUE BASE YEAR</b></p>				<p>\$ _____</p>	
<p>_____</p> <p>Print Name of Offeror</p> <p>_____</p> <p>Print Name of Authorized Person</p> <p>_____</p> <p>Title</p> <p>_____</p> <p>Signature of Authorized Person</p> <p>_____</p> <p>Date</p>					

Consultant for Hospital's Individual Recovery Plan Refinement Initiative  
**PART 1 – THE SCHEDULE**

**SCHEDULE B**

**SUPPLIES/SERVICES AND PRICE/COSTS**

**SCHEDULE B - PRICING SCHEDULE**

(A) Contract Line Item Number (CLIN)	(B) Services	(C) Maximum Quantity	(D) Unit	(E) Unit Price	(F) Extended Price
<b>B.1</b>	<b>Schedule B – Pricing</b> The Department of Mental Health (DMH), Saint Elizabeths Hospital has a need for a vendor to provide consultative and technical assistance services relating to the Hospital's Individual Recovery Plan Refinement Initiative.				
<b>B.2</b>	<b>The Period of Performance (POP) under this Contract shall be for a Base Year and One (1) Option Year.</b>				
<b>B.3</b>	<b>DESCRIPTION of CLIN</b>				
0001 <b>OPTION YEAR 1</b>	Consultative and Technical Assistance services relating to the Hospital's Individual Recovery Plan Refinement Initiative.	_____	Hour	\$ _____	\$ _____
	Round Trip Airfare to Washington, DC, including Ground Transportation	_____	Round-Trip	\$ _____	\$ _____
	Per diem First and Last Day	_____	Per Diem	\$ _____	\$ _____
	Per Diem Intermediate Days	_____	Per Diem	\$ _____	\$ _____

**B.4 TOTAL VALUE OPTION YEAR 1:** \$ \_\_\_\_\_

\_\_\_\_\_  
Print Name of Offeror

\_\_\_\_\_  
Print Name of Authorized Person

\_\_\_\_\_  
Title

\_\_\_\_\_  
Signature of Authorized Person

\_\_\_\_\_  
Date

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## PART I – THE SCHEDULE

### SECTION C

#### DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

##### **C.1 BACKGROUND**

Effective June 25, 2007, the District of Columbia entered into a Settlement Agreement with the United States related to the provision of treatment and services for individuals at Saint Elizabeths Hospital. Among other provisions, the Settlement Agreement requires the Hospital to develop and implement a system of integrated treatment planning that is individualized and coordinated by an interdisciplinary team through planning resulting in an integrated written plan.

Beginning in 2008, Saint Elizabeths Hospital implemented an individualized integrated, recovery oriented treatment structure. On September 25, 2009, the United States Justice Department identified areas within the existing Integrated Treatment Planning model in which additional improvement is needed.

##### **C.2 SCOPE OF WORK**

The Department of Mental Health, Saint Elizabeths Hospital, seeks a qualified Vendor to provide Consultative and Technical Assistance Services in support of refinements to its system of Integrated Recovery Planning that address the specific findings and recommendations made by the experts retained by the United States Department of Justice.

###### C.2.1 Applicable Document

<b>Item No.</b>	<b>Title</b>	<b>Date</b>
1	Chapter V, VI, VII and VIII of the Settlement Agreement between the United States Department of Justice, Civil Right Division, Special Litigation Section and the District of Columbia, Department of Mental Health	June 27, 2007
2	Notes from Exit Conference between United States Department of Justice Representatives and Representatives from the Department of Mental Health and Saint Elizabeths Hospital	September 25, 2009

##### **C.3 GENERAL REQUIREMENTS**

C.3.1 The Department of Mental Health, Saint Elizabeths Hospital seeks a qualified Vendor to provide Consultative and Technical Assistance Services in support of refinements to its system of Integrated Recovery Planning (IRP) that address the specific findings and recommendations made by the experts retained by the United States Department of Justice.

The Services shall include:

- C.3.1 Training (including on unit coaching and mentoring) for all team members around the individual recovery model, including a dedicated module for training psychiatrists and other physicians;
- C.3.2 Development of written tools and strategies to aid each discipline's representative to the IRP team around preparation for and presentation of key information at IRP Conferences, and training of each discipline on said tools and strategies;
- C.3.3 Training clinical administrators and team leaders (including on unit coaching and mentoring) on developing clinical formulation, to include specific written examples of ideal clinical formulations;
- C.3.4 Training IRP teams (including on unit coaching and mentoring) on developing and integrating written needs, focus statements, objectives, goals, and interventions into an IRP that meets the requirements of the Settlement Agreement, with a specific focus on developing focus statements, goals, objectives and interventions for specific populations;
- C.3.5 Development of a comprehensive set of written examples and models of ideal focus statements, objectives, goals, and interventions for individuals with serious and persistent mental illness and co-morbid conditions (e.g., cognitive limitations, substance abuse issues);
- C.3.6 Review of the IRP manual and providing written recommendations for revisions thereto as appropriate;
- C.3.7 Review of the current clinical chart audit tool and develop written recommendations for revisions ensuring quality review of IRPs;
- C.3.8 Review of specific programs in the Therapeutic Learning Centers around substance abuse and cognitive remediation to result in recommendations;
- C.3.9 Provide advice regarding the structure of the Hospital's self assessment report to include specific strategies for responding to requirements in the Settlement Agreement (e.g., presentation of data); and
- C.3.10 Serve as an expert to the District of Columbia on such issues, including providing expert testimony on its behalf, if requested to do so.
- C.3.11 Provide detailed information around training, including description of content, number of hours of training, type of training and names of participants.

#### **C.4 VENDOR QUALIFICATIONS**

Only qualified Vendors shall respond to this solicitation. A qualified Vendor shall possess the following credentials, skills and experience:

Consultant for Hospital's Individual Recovery Plan Refinement Initiative

- 1) Possess a terminal degree in Psychology or Medicine;
- 2) Possess active licensure in either Psychology or Medicine;
- 3) Demonstrate significant experience in recovery planning with individuals with severe and persistent mental illness; and
- 4) Possess familiarity with the United States Department of Justice Settlement Agreement or Consent Decree process.
- 5) Vendor shall have capacity to begin services within 20 days of award, and at a rate of 40 – 60 hours per month.

### **C.5 CONFIDENTIALITY**

The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract. Information acquired during this consultation shall not be shared with the Department of Justice, its consultants or other parties to the Agreement without prior written consent of the Hospital.

### **C.6 LOCATION OF SERVICES**

- C.6.1 Services shall be provided at the Saint Elizabeths Hospital, 1100 Alabama Ave., S.E., Washington, DC 20032 and or at specific locations as identified by the Contracting Officer's Technical Representative (COTR).

### **C.7 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

- Saundra Hill shall serve as the Contracting Officer's Technical Representative (COTR).
- The COTR shall provide oversight and all relevant necessary information concerning this project.
- The COTR shall provide the final review of all items received and all work performed.

COTR information is as follows:

**Saundra Hill, Administrative Officer  
St. Elizabeths Hospital, RMB Building  
1100 Alabama Ave., S.E.,  
Washington, DC  
Telephone Number: (202) 645-7553  
E-Mail: [Saundra.Hill@dc.gov](mailto:Saundra.Hill@dc.gov)**

**C.8 STANDARD OF PERFORMANCE**

C.8.1 The Vendor shall at all times, while acting in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this Contract. The Vendor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this Contract.

**C.9 ADVERTISING AND PUBLICITY**

C.9.1 Unless granted prior, express, written authority by the Director, Contracts and Procurement/Agency Chief Contracting Officer, the Vendor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that DMH endorses, recommends or prefers the Vendor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this Contract, for publication, advertising or financial benefit.

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

**PART 1 – THE SCHEDULE**

**SECTION D**

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

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

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**INSPECTION AND ACCEPTANCE**  
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**PART I – THE SCHEDULE****SECTION E****INSPECTION AND ACCEPTANCE****E.1 CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

- (a) 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.
- (b) 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.
- (c) 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.

Therefore,

In the case of non-performed work, 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) May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Director, Contracting and Procurement/Agency Chief Contracting Officer and at no additional cost to the DMH.
- (c) May, at its option, perform the services by the DMH personnel or other means.

In the case of unsatisfactory work, 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) May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period subject to the discretion of Officer and at no additional cost to the DMH.

## **E.2 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 determine 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 termination 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 termination 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.3 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 Sub Contractors 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 sub Contractor at any tier, and if the cause of the default is beyond the control of both the Contractor and the Sub Contractor, 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. Shall pay the contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DMH.

Consultant for Hospital's Individual Recovery Plan Refinement Initiative

8. If, after termination, it is determined that the Contractor was not in default, or that default was excusable, the rights and obligations of the parties shall be the same as if termination 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 \*\*\***

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**PART I – THE SCHEDULE****SECTION F****DELIVERY AND PERFORMANCE****F.1 PERIOD OF PERFORMANCE (POP)**

Performance under this Contract shall be in accordance with the terms and conditions set forth herein and by any modification made thereto. The Period of Performance under this Contract shall be for 1 Calendar Year from Date of Award (Base Year) with One (1) One Year Option as indicated on the Pricing Schedule, Section B. Vendor shall have the capacity to provide on site services within 20 days of award.

**F.2 DELIVERY OF DELIVERABLES**

F.2.1 Contractor shall provide the Deliverables to the COTR for this procurement as outlined in Section C.

**F.3 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

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

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

**PART I – THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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## PART 1 – THE SCHEDULE

### SECTION G

#### CONTRACT ADMINISTRATION DATA

##### G.1 CONTRACT ADMINISTRATION

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

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
(202) 671-3188 – Office/Fax (202) 671-3195  
Email: [Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

##### G.2 TYPE OF CONTRACT

This is a Fixed Price contract. The Contractor shall be remunerated at a fixed rate indicated in Section B for services performed. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the work actually performed. Pursuant to the Terms and Conditions, individuals under Fixed Price contracts working for Department of Mental Health (DMH) are not eligible to be paid for holidays and sick leave.

This Contract is a “non-personal services contract”. It is therefore, understood and agreed that the Contractor and/or the Contractor’s employees: (1) shall perform the services specified herein as independent Contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required to bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this Contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the Government’s right and obligation to inspect, accept or reject work, comply with such general direction of the Director, Contracts and Procurement/Agency Chief Contracting Officer, or the duly authorized representative as the Contracting Officer’s Technical Representative (COTR) as is necessary to ensure accomplishment of the contract objectives.

By accepting this order or contract the Contractor agrees, that the District, at its discretion, after completion of order or contract period, may hire an individual who is performing services as a result of this order or contract, with restriction, penalties or fees.

### **G.3 MODIFICATIONS**

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

### **G.4 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR**

DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this Contract beyond September 30, 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.

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

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

**Sandra Hill, Administrative Officer  
St. Elizabeths Hospital, RMB Building  
1100 Alabama Ave., S.E.,  
Washington, DC  
Telephone Number: (202) 645-7553  
E-Mail: [Sandra.Hill@dc.gov](mailto:Sandra.Hill@dc.gov)**

### **G.6 SUBMISSION OF INVOICE**

The Contractor shall submit an original and three copies of the invoice on a monthly basis to the Contracting Officer's Technical Representative (COTR). The invoices shall include the Contractor's name and address, invoice date, contract number, contract line items numbers (CLINS), description of the services (by individual provider), quantity (number of hours, by individual provider), unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title, and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within forty-five (45) days after the COTR receives a proper and certified invoice from the Contractor, unless a discount for prompt payment is offered and payment is made within the discount periods. Any invoices deemed improper for payment shall be returned, UNPAID and must be resubmitted as indicated in this clause.

**G.7 CERTIFICATION OF INVOICE**

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

**G.8 PAYMENT**

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

**G.9 RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Sub contractors. The Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

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

**PART I – THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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## **PART 1 – THE SCHEDULE**

### **SECTION H**

#### **SPECIAL CONTRACT REQUIREMENTS**

##### **H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed Ten (10) Business Days. Upon receiving the Notice to Cure document, the Contractor shall provide DMH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of \$500 per day against the Contractor until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

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

##### **H.2 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

###### **H-2.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;

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- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
  - (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law, and confidential information concerning DMH or its employees.
  - (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
  - (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
  - (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

#### H.2.2 Obligations and Activities of Business Associate

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.2 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.2.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.2.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.2 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a sub Contractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.

## Consultant for Hospital's Individual Recovery Plan Refinement Initiative

- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- (h) The Business Associate agrees to make internal practices, books, and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### H.2.3 Permitted Uses and Disclosures by Business Associate

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.2, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this Contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.2, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.2, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.2, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).

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- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

#### H.2.4 Obligations of DMH

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

#### H.2.5 Permissible Requests by DMH

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

#### H.2.6 Term and Termination

- (a) Term. The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) Termination for Cause. Upon DMH's knowledge of a material breach of this Section H.2 by the Business Associate, DMH shall either:
  - (1) Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - (2) Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) Effect of Termination.
  - (1) Except as provided in Section H.2.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business

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Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of sub Contractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.

- (2) In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

### H.2.7 Miscellaneous

- (a) Regulatory References. A reference in this Section H.2 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.2 from time to time as is necessary for CFSA to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.2.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.2 shall be resolved to permit DMH to All costs of operation under this Contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

### H-3 COST OF OPERATION

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

### H.4 CONTRACTOR LICENSE/CLEARANCES

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

### H.5 PROTECTION OF PROPERTY

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

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

During the performance of the Contract, this Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. SECTION 12101 et seq.

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

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

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

**PART 11 – CONTRACT CLAUSES**

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS**

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## **PART 11 - CONTRACT CLAUSES**

### **SECTION I – CONTRACT CLAUSES**

#### **I.1 GOVERNING LAW**

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

#### **I.2 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this Contract. The Standard Provisions are attached hereto and can also be retrieved at <http://www.ocp.dc.gov/ocp/site/default.asp>; click on the "OCP Policies" link, and then the link to "Standard Contract Provisions-Supply and Services Contracts."

#### **I.3 RESERVED**

#### **I.4 TIME**

Time, if stated in a number of days, includes all calendar days unless otherwise stated. Business days shall mean all days excluding Saturdays, Sundays, Holidays and other days in which District government is closed.

#### **I.5 SUSPENSION OF WORK**

I.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.

I.5.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.5.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

## **I.6 STOP WORK ORDER**

I.6.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I.6.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).

I.6.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.

I.6.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this Contract.

I.6.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.6.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall

Consultant for Hospital's Individual Recovery Plan Refinement Initiative

allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

**I.7 RESERVED**

**I.8 RESERVED**

**I.9 ANTI-KICKBACK PROCEDURES**

**I.9.1 Definitions:**

I.9.1.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, sub Contractor, or sub Contractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

I.9.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.9.1.3 "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.9.1.4 "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the District.

I.9.1.5 "Prime Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a prime Contractor.

I.9.1.6 "Subcontract," as used in this clause, means a contract or contractual action entered into by a prime Contractor or sub Contractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.9.1.7 "Sub Contractor," as used in this clause, means any person, other than the prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime contract or a subcontract entered into in connection with such prime contract, and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier sub Contractor.

I.9.1.8 "Sub Contractor employee," as used in this clause, means any officer, partner, employee, or agent of a sub Contractor.

I.9.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.9.2.1 Providing or attempting to provide or offering to provide any kickback;

I.9.2.2 Soliciting, accepting, or attempting to accept any kickback; or

Consultant for Hospital's Individual Recovery Plan Refinement Initiative

I.9.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a sub Contractor to a prime Contractor or higher tier sub Contractor.

I.9.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.

I.9.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.

I.9.5 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the prime contract and/or direct that the Prime Contractor withhold from sums owed a sub Contractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.

## **I.10 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.10.1 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.10.2 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.10.3 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.10.4 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.10.5 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.10.6 All insurance provided by the Contractor as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an

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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.11 ORDER OF PRECEDENCE**

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 precedence, documents that are hereby incorporated into this Contract by reference and made a part of the Contract:

1. Consent Order dated December 12, 2003 (J.7)
2. Sections A through J of this Contract Number (RM-10-RFP-020-BY1-RKG)
3. Standard Contract Provision for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (J.1).
4. Wage Determination (J.6)
5. Department of Justice (DOJ) – Exit Conference Notes (K.11)
6. Integrated Recovery Planning Proposed from Vendor.

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

## **PART III- LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

### **SECTION J**

#### **LIST OF REQUIRED COMPLIANCE DOCUMENTS**

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#### **REQUIRED COMPLIANCE DOCUMENT WEBSITES (Control plus click to follow internet link):**

- J-1 STANDARD CONTRACT PROVISIONS
  - Standard Contract Provisions (March 2007)\*
- J-2 TAX CERTIFICATION AFFIDAVIT – Separate Attachment
- J-3 EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT
  - EEO Information and Mayor Order 85-85\*
- J-4 FIRST SOURCE EMPLOYMENT AGREEMENT
  - First Source Employment Agreement\*
- J-5 DEPARTMENT OF EMPLOYMENT SERVICES
  - Department of Employment Services (DOES)
- J-6 WAGE DETERMINATION
  - Wage Determination No. 2005-2103 dated 7/5/2007\*
- J.7 CONSENT ORDER DATED DEC. 12, 2003
  - [http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/consent\\_order\\_regarding\\_exit\\_criteria\\_12-12-03.pdf](http://www.dmh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/consent_order_regarding_exit_criteria_12-12-03.pdf)

**\*Control/Click to follow links**

The Contractor shall perform all services in accordance with the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts, dated March 2007 and incorporated herein by reference.

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

**PART IV – REPRESENTATIONS AND INSTRUCTIONS**  
**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS**  
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**PART IV: REPRESENTATIONS AND INSTRUCTIONS**

**SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS**

**K.1 TAX CERTIFICATION**

Each Prospective Contractor must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J-2.

**K.2 AUTHORIZED NEGOTIATORS**

The Prospective Contractor represents that the following persons are authorized to negotiate on its behalf with the District in connection with this Request for Proposal: (list names, titles, and telephone numbers of the authorized negotiators).

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**K.3 TYPE OF BUSINESS ORGANIZATION**

K.3.1 The Prospective Contractor, 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 Prospective Contractor is a foreign entity, it operates as:

an individual  
 a joint venture, or  
 a corporation registered for business in \_\_\_\_\_  
(Country)

#### **K.4 EMPLOYMENT AGREEMENT**

For all offers over \$100,000, except for those in which the Prospective Contractor is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Contractor recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Contractor agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Contract and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Contract are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered in programs approved by the D.C. Apprenticeship Council. The Prospective Contractor also agrees to notify all perspective sub Contractors, prior to execution of any contractual agreements that the sub Contractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Contractor understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq., and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Prospective Contractor certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Prospective Contractor shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Contractor shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Prospective Contractor to hire or train persons it does not consider qualified based on standards the Contractor applies to all job applicants.

Name \_\_\_\_\_ Title \_\_\_\_\_  
Signature \_\_\_\_\_ Date \_\_\_\_\_

#### **K.5 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY**

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 Contract and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the Prospective Contractor 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

Consultant for Hospital's Individual Recovery Plan Refinement Initiative

and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this Contract.

Prospective Contractor \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.6 WALSH-HEALY ACT**

If this Contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information MUST be furnished:

(c) Regular Dealer

\_\_\_\_\_ The Prospective Contractor is a Regular Dealer.

\_\_\_\_\_ The Prospective Contractor is not a Regular Dealer.

(d) Manufacturer

\_\_\_\_\_ The Prospective Contractor is a Manufacturer.

\_\_\_\_\_ The Prospective Contractor is not a Manufacturer.

**K.7 BUY AMERICAN CERTIFICATION**

The Prospective Contractor 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.8 OFFICERS NOT TO BENEFIT CERTIFICATION**

Each Prospective Contractor 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.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Prospective Contractor is considered to be a certification by the signatory that:
- (c) The prices in this Contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
  - 1. those prices
  - 2. the intention to submit a Contract, or
  - 3. the methods or factors used to calculate the prices in the Contract;

- (c) The prices in this Contract have not been and shall not be knowingly disclosed by the Prospective Contractor, directly or indirectly, to any other Prospective Contractor or competitor before Contract opening unless otherwise required by law; and
- (d) No attempt has been made or shall be made by the Prospective Contractor to induce any other concern to submit or not to submit a Contract for the purpose of restricting competition.
- (e) Each signature on the offer is considered to be a certification by the signatory that the signatory;
  - 1. Is the person in the Prospective Contractor'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 Prospective Contractor'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
- (ii) As an agent, has not participated, and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

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

**K.10 ACKNOWLEDGMENT OF AMENDMENTS**

The Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

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

## K.11 DEPARTMENT OF JUSTICE - EXIT CONFERENCE NOTES

### DOJ EXIT CONFERENCE NOTES

September 25, 2009

DOJ representatives: Mohamed El-Sabaawi MD, Ron Boggio, PHD, Lynne Delacy, DRN, and Elizabeth Chura. JeYon Jung.

#### Integrated Treatment Planning

##### Dr. El Sabaawi -

Integrated Treatment Planning – two parts, process and content. Significant improvement on process, content very weak.

##### Noticeable positive changes

- some changes IRP manual that address some but not all of the recommendations
- revisions to training program – didactic and observation
- Revised forms for IRP and IRP reviews are much improved
- Implemented initial treatment plans in a timely manner
- Still doing reviews every 60 days while the Agreement requires them done every month  
(*nb. This is incorrect*)
- Progress noted in process of IRPs
- No evidence assessments were occurring during IRP conferences
- Risk factors generally reviewed (see comment below, not tied to objectives or interventions always, however)
- Clinical formulations were completed (still need work)
- Improved engagement of the individuals, approaching individuals with respect
- Improved identification by some teams of life goals, strengths

##### Next steps to address continued deficiencies

1. Must revise IRP manual and training program.
  - Manual and observations reveal that there is a lack of complete understanding of the integrated recovery model
  - Structure of case formulation is problematic – there should better idea of how to implement six p's model. Confusion about difference between presenting problem and present status. Present status is key.
  - Present status must include review of current symptoms, individual's current functional status, current interventions and response thereto, results of any testing or ratings (AIMS eg), PRNs/Stat medications, discussion of discharge criteria and progress toward discharge.
  - Clinical formulation and identification of needs do not align – consequence could be a breakdown of addressing high risks situations. They seem to run on parallel process. For example, the clinical formulation may say one thing about needs, the needs list says something else, and neither is aligned with the discipline

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assessments. We treat needs list and clinical formulation as separate – they should not be separate processes.

- Examples provided in the manual for foci statements are wrong – they are too vague and over-inclusive (i.e. combines psychosis and violence into one focus statement)
- Focus for treatment and rehab is not provided. Need special focus on development or enhancement of social skills.
- Objectives – the examples in the manual are wrong. The objectives are vague, unobtainable, and over inclusive or unrealistic. *Seems to want a more simpler and clearer statement that tracks cognitive capacity with measureable goal*
- The interventions are problematic and examples in manual not good – seems to be summary of job descriptions (ie- Dr. will prescribe medication and monitor; nursing will administer meds). Shouldn't describe role of staff, but instead the intervention.
- Create master lists of objectives and interventions.
- Have shell of the IRP process, but content is missing.

## 2. Must better integrate mall with the IRP process.

- While the new therapeutic progress note form adds objective, there is no clear connection between the mall and the IRP objectives. There seems like there's no correlation between the groups patients are assigned to and the groups they need.
- Choice is ok, but the choices need to be limited or guided by the needs.
- Groups must reflect need as well as individual's functional level.

3. Also, interventions not well-linked to stage of change. Example of what not to do – individual denies substance abuse so is in pre-contemplation stage, yet intervention requires the individual understand he or she has substance abuse issue.

## 4. Special populations

- Seizure Disorders - 1 out of 3 individuals seem to have seizure disorder. The IRP fails to address this issue. The nursing assessments are less than consistent with current practices of care. Even though we have one of the best neurologist, there is no system to make sure he gets the necessary information to address the seizure situation – referrals are not including relevant information.
- Seizure Disorders - In addition, too many individuals are still on old anti-seizure medications. This is especially true for those with seizure disorders and dementia or MR.
- Seizure Disorders - The objectives are unrealistic and interventions around seizures are generic – has little to do with individual needs.
- Seizure Disorders – Need better system of referrals to ensure that neurology gets needed information; also completed referrals not in chart.
- Cognitive disorders - Very few interventions dealt with cognitive disorders. Interventions should be (1) address cognitive remediation, (2) make sure you aren't doing harm and (3) provide some kind of basic cognitive stimulation or (4) more formal cognitive intervention. Focus statements for individuals with cognitive disorders need to be more individualized and reflect each person's functional status.
- Substance abuse disorders – Stage of change not always aligned to with interventions. Continue to do audits.

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There needs to be a linkage between process and clinical outcome.

The model is based on the needs of the discipline but not the individual.

We do not have good understanding of recovery model.

### Mental Health Assessments

1. Comprehensive Initial Psychiatric Assessment (CIPA)
  - The CIPA and Update are really good
  - The CIPA monitoring tool is sufficient.
  - CIPA has led to improved content
  - On CIPA form, need to address several things. 1) Substance abuse section is too long and redundant – must make it more concise; 2) the psych history, especially psycho-social history, should be updated as we get more information – this is not a one time assessment. Maybe do a one week update of the CIPA. Need to create some process to update the CIPA. 3) Risk assessment sections need to be fully completed, and also need to be updated. Note that the psychological (IPA) and CIPA's risk assessments are not always consistent. Figure out who should do it, and we need one, comprehensive, coherent risk assessment that address all risks, identifies precautions etc.
2. Psychiatric Update
  - Tool good, but need to add back in the progress status section – what has happened since last update.
  - In completing it, often don't mention risks – need to ensure that is part of the update.
  - Need to review PRN/STAT use as part of update. If none, say none, don't just leave it blank.
  - Need to implement in Avatar.
  - No assessment of behavior is occurring, may be a result of no PBS plans or guidelines occurring.
  - Audit tool ok, but need to begin audits
3. Did a good thing when undertook to review NOS and rule out diagnoses, took initiative and had good results. Data shows significant improvement. This is what you should be doing, focusing on how do we improve clinical practice. Need to use data from audits to address practice issues and improve practice.
4. We have a high risk situation with use of STAT or PRN medications. Doctors often are unaware of their use.
5. Transfers: Inter-unit transfers are occurring, but in most cases, no psychiatric note is accompanying the patient – notes are being completed by receiving unit, but not by sending unit. There should often be a benefit for the transfer – not simply administrative reasons. Distinguish between the transferring and accepting unit. Note of sending doctor must include discussion of what worked and what didn't work. Need to address benefit of transfer, not just “for administrative reasons”. Also, must insure transfer note of sending doctor includes a risk assessment, and also, explain medication regimen – why these meds for this individual. Must also explain to the individual the reasons for the transfer and the benefits to him or her.

6. Psychiatric services improved – content of medication guidelines is better, have a data collection system with improved MVR and ADR forms, but are not using them (see below), and did one DUE that revealed meaningful data. Medication guidelines need to have more guidance around monitoring metabolic risks for those on clozaril with TD.

7. TD – need to look at these individuals with TD who are on clozaril. Also, need to more carefully monitor risks of use of anti-cholinergics on individuals with TD. Wants us to report summary data monthly for the following categories:

- # of individuals on benzodiazepines with substance abuse diagnosis
- # of individuals on benzodiazepines with cognitive disorder diagnosis
- # of individuals on anti-cholinergics who are older than 65
- # of individuals on anti-cholinergics with cognitive disorder diagnosis
- # of individuals on anti-cholinergics with TD diagnosis.

8. Need to review medication guidelines around NGAs – specifically around diabetes and endocrine monitoring. He suggests we create a table that has each type of medication and the necessary monitoring at appropriate intervals. His review of charts suggests we are not doing appropriate lab monitoring of individuals.

8. Nursing is underreporting on medication variance. 7% of reporting comes from nursing while 83% comes from pharmacy. This must be immediately improved. Tool is adequate, reporting is not.

9. Psychiatrists need to learn more about PBS model and the Boston University Rehabilitation Model – inexcusable they do not know basic stuff about it. Psychiatrists need to be more proactive to assess and identify risks of all kinds (from meds, etc). Need to assess use of STAT meds and adjust. Must be assessing risks of all kinds, must refine diagnoses, etc. Poor communication between on call psychiatrists or GMO and attending doctors are putting individuals at risk. Attending physicians often do not know what happened when they were not on duty.

10. Medical emergency response procedure is insufficient. Need many more medical procedures and processes.

11. Need Chief of Medical Services. May need outside help to address this. We have physicians on duty who don't know their supervisor.

12. Suggests we consider outside help for the following topics:

- IRP Training
- PBS
- Risk Management
- Nursing processes/services

### **Integrated Treatment Planning: Ronald Boggio**

1. IRP – The IRP manual is fragmented and the training around the foci, objectives and interventions are wrong. There is a lack of conceptual clarity in IRP.

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2. Focus statements under the psychological focus were not only broad but also covered two different issues i.e, one focus area covered psychosis and violence– those are two foci. You dilute the clarity when combined.
3. Development of discharge criteria problematic. Flow should be assessment, development of discharge criteria, then developing foci, which leads to objectives, and interventions. Specific, measurable objectives lacking.
4. Process was much improved. Teams are working hard, but are being held back by the manual.
5. Data is reliable.
6. Rehabilitation Services staff not attending IRP meetings. Still carrying the bulk of treatment at the TLCs.

### **Discipline Assessments (non-psychiatric), Treatment Mall and PBS**

#### **Ronald Boggio**

1. Forensic services - Substantial compliance for review board process. Reports are well done, address his recommendations and process is in place for follow up about Review Board recommendations.
2. Treatment malls – generally good news.
  - We're at beginning stages of making sure individual is in the correct program/mall group. We must guide patients to a range of services that are specific to the needs that need addressed – give choice but choice of what will address clinical needs. Impressed by the organizational structure of the mall.
  - Saw better congruence of mall interventions in recent IRPs
  - Rich array of offerings
  - Mall leadership, with discipline leadership, needs to develop guidelines in terms of type and number of groups they should lead
  - Saw improvement in coherence of mall and treatment progress notes, but need to improve the IRP objectives to improve quality of mall notes.
3. Social work – Initial Assessment and auditing process is good. It's a little confusing whether a 20% sample is audited each month, but it needs to be. Present this information as trended data. This is summary data – he wants the progression of data over time.
4. Rehabilitation Services – structured rehab assessment is good. There are some problems in rehab services –attending 50% of the time. It's his strong impression that rehab services is still carrying the bulk of the load for the treatment mall. Clinical leaders need to develop guidelines on what services their discipline would provide each week. Lack of rehabilitation staffing is affecting completion of the initial assessments and attendance at the treatment mall.
  - Develop needs assessment and staffing plan for rehab services. He thinks we need to do more than fill three vacancies to make rehab services adequately staffed.
  - Caseloads of 50 or more too high.
  - Ensure wide variety of rehabilitation specialists, including OT, vocational, educational and creative arts.

## 5. Psychology

- Neuropsychological assessments weren't integrated in IRP and he couldn't find them in the chart. There is still a lagtime between completion of assessment and date of signature. Need a fulltime neuropsychologist
- Saw recommendations of psychology in general being incorporated into IRP.
- Psychology audit data good, helpful.

## 6. RMB 3

- Did what they asked about RMB 3 about breaking up the unit
- However, did not complete Behavior plans or guidelines on 50% of remainder as requested.

## 7. PBS– behavioral area – no progress was made in PBS – disappointed.

- There is one plan and two guidelines in operation.
- There are two ways we could have had more: (1) continued the work of the consultant who was here 6 months ago and (2) put in a stand alone PBS team.
- A psychologist and two techs would be insufficient for a team. He recommends two psych techs, a RN, two data entry people and a psychologist.
- And three months is too long a wait time to wait before we hire a consultant.
- Expect 6-10 plans in place by the next visit.

## 8. Discharge

- Majority of discharge records had appropriately integrated plans for discharge.
- Still need to implement the form at what occurs at the meeting when a “resistant to discharge” person. The form needs to be in the records, and there should be a social work progress note that tells that story and makes the plan for discharge clear. This should inform the next IRP meeting.

## Nursing, Infection Control and Seclusion and Restraint

### DeLacey

1. Commends nursing on progress we have made especially in the past few weeks. We have addressed every high priority issue in the report.

2. Infection Control – Infection Control program has made untold leaps in the infection control, which includes a plan or proposal for DeLacey's concerns.

- He's on top of recommendation for persons with positive PPD, closing the loop on refusals and chest results. Need TB plan.
- Manual good, the right data is being collected, focus is on health care acquired infections, good surveillance. Outreach is good.
- Data should be ward based.
- Challenge is reconciling therapeutic milieu and infection control issues.
- He could use admin staff.
- Concerned we're not using safety syringes for IM medications.
- Need to look at budget relative to equipment – masks that are more effective for H1N1 are more expensive than the routine paper masks.
- There needs to be some chart reviews related to IC.
- There needs to be physician orders for contact precautions orders such as MRSA, etc.

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- Poor documentation around implementation of infection control precautions when ordered.

## 3. Seclusion and restraint use

- S&R – usage is well below national average for both number of patients and hours.
- There is some indication that comfort plans are being implemented and use at the point where the patient is in crisis.
- We need to monitor the quiet room more closely – is it really seclusion or is it the quiet room. Stay on top of this issue.
- We need to give attention to individualized criteria for release.
- She has grave concern that the MD order form talks about targeted symptoms – S&R is emergency matter and not a treatment issue.
- Need to improve S/R training, esp around individualized criteria for release.
- Need to develop a measure for tracking emergency involuntary medication. Where saw it in records, we are meeting requirements.
- Most IRP were totally silent about what nursing should in crisis. IRP interventions did not address what interventions should be tried when triggers arise, or what the triggers are. We owe them more because they are being left to tend for themselves on Saturday at 10PM.

4. IRP interventions and nursing. Nursing's progress will be influenced heavily by what happens to these IRPs – need more specific nursing interventions. In general, nursing interventions are poor or not there. Tool needs to be created to help guide nursing in implementing interventions and knowing what they are.

5. She's concerned about the level of RN staffing – she thinks Hartley has an effective plan for care. She feels positive that he has a handle on how to think about nursing staffing. The existing mix doesn't give us what we need to move forward.

## 6. Clinical Issues Re Nursing

- Most if not all policies have been developed and only need fine tuning. This fine tuning relates to much more specificity in terms of spelling out responsibilities and adding clear steps.
- Contact colleagues to get policies and forms and then adapt to this environment. In terms of clinical status of nursing intervention – change of physical status – some improvement in documentation.
- Somewhat improved documentation in changes physical status, but still room for improvement.
- Fewer blanks on vital signs, blood sugar, etc. In cases where the patient needed to go to an acute care setting and return there was consistent notation that a GMO was notified – time not always present.
- Policy relevant to urgent, non-urgent and emergent care needs more specificity.
- Nursing assessments on physical and mental health status are incomplete, and don't reflect clinical thinking. For example, individual with chest pain advised to relax...
- Nursing doesn't have a solid foundation on addressing these issues.
- Medical response policy is too general needs much more specificity.
- RMB 3 is piloting an EARN program – and she's excited about it. The tone of RMB 3 was really different on this visit.

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- There is no evidence that nursing staff understand that all behavior has meaning. *(She has said this each time before. Wonder if we can create it as tag line for everyone??)*. She's going to look in the records to make sure nursing understands what's behind the behavior.
- The skills lab is set and ready to go, and good course outlines but attendance or staffing is always problematic. We have to find a way to train staff. We owe it to them and the individuals we serve. We have made marginal improvements.
- Change of shift – she was fairly impressed especially with RMB 3.
- Nursing documentation is in need of immediate attention. The amount of required documentation is overwhelming, which results in a series of notes that don't say anything about the individual, intervention, etc. An example is that nursing staff writes a progress note and update– the progress note and update should work together because duplication doesn't add value. Maybe only require one. Similarly, each type of nursing staff will write a note about same event. She suggests making checklists/checksheets, and then only require summary note at end of shift. You are adding forms but not achieving integration.
- Admin processes – unit assignment sheets need immediate overhaul this afternoon – should do assignment sheets on an hourly basis.
- We cannot address mix of RN than relying on census reduction alone.
- Immediately attend to medication administration. The observations she made are directly related to the policy. There isn't a clinical foundation to make sure the patient gets the right dose at the right time. This will be challenging especially because of the physical location of the med cart, avatar screen and difficulty of managing the physical space. Move phones away from avatar screens. Think in terms of systemic changes and then focus on the people giving the medication. Better than individual counseling and remedial training. Not counting narcotics in locked area.
- The med rooms are too small.
- There was a cart that wasn't checked in two days.
- A nurse didn't know how to check oxygen or suction.
- Responses to Delacey's questions were not crisp. Get them to the skills lab.

## 7. Nursing's To Do List

- Get other facilities forms and policies
- Reduce redundant paperwork
- Get on top of assignment sheet
- Address training issue
- Med administration sheet
- Think about challenges of physical environment and influenced nursing practices – make a list.
- Sense of urgency

**Protection from Harm****Chura**

1. PID is doing excellent, consistent work.

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2. Incidents – need work in incident reporting policy. Keep in mind you can't use same term with two definitions and should not use penal code labels. We're only trying to define things for this hospital. The definition of abuse must be consistent across policies.
3. A staff member's initials on a policy is insufficient to show that he/she understands the policy. We need to retrain and require demonstrated competencies.
4. We need to make sure investigations include face-to-face interviews and that the interviews are summarized in the reports.
5. We need to make stronger recommendations around retraining (not enough to review policy with individual, they should have to repeat training course and pass competency), and make sure training implements recommendations and give some sense that they took the recommendation seriously. There needs to be follow-up.
6. A progress note should be written about an incident.
7. Incidents should inform treatment. Set the expectation that the team will review incidents that occurred to the individual since the last meeting and document review. We're not using incidents to inform treatment and if we are we're not documenting it. If an individual has been a victim of an assault, victimization should be reflected in IRP, with strategies to address. Use unit based PRISM data to do so. *(One idea is to have IRP observers look at UI database to see if there were any incidents before we observe IRP)*
8. We have a lot of data that is well presented! The challenge is to use the data to inform treatment and guide review of policies and operating procedures. Identify frequent aggressors and victims, and put that info in the unit prism report.
9. Currently monitoring the 3+ incidents within 30 days. Need to expand to serious incidents, even if just one.
10. PIC is undertaking a violence in workplace reduction initiative. Use data from that for IRP. Identify frequent aggressors or victims.
11. SERC model is a good one, but more need to go through the process.
12. Environment – Units are clean, but Folks are sleeping on rusty beds, using toilets without doors, folks on civil side didn't have enough underwear, folks had no clean clothing in lockers or bedside tables, etc.
13. Forty people sharing one washer dryer is too many.

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

**PART IV- REPRESENTATIONS AND INSTRUCTIONS****SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS  
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## **PART IV- REPRESENTATIONS AND INSTRUCTIONS**

### **SECTION L – INSTRUCTIONS, CONDITIONS AND NOTICES TO**

#### **L.1 CONTRACT AWARD**

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

The District intends to award a contract resulting from this Contract to the responsible Prospective Contractor whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this Contract 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 Prospective Contractor's best terms from a standpoint of cost or price, technical and other factors.

#### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and three (3) copies of the written Proposal shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Each page shall be numbered, and labeled to include the Solicitation number and name of the Prospective Contractor, Stapled or bond technical Proposal shall be submitted with a minimum of five (5) pages and not to exceed the maximum of ten (10) pages, additional pages only for cost Proposal and supporting documentation. Proposals shall be typewritten in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. Telephonic and telegraphic Proposals or Electronic Faxes shall "NOT" be accepted. Each Proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **RM-10-RFP-022-BY1-RKG**, Title and name of Prospective Contractor.

The Prospective Contractor shall respond to each factor in a way that shall allow the District to determine the best and reasonable value selection of the Prospective Contractor's response. The Prospective Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical Proposal shall facilitate the 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 the statement of work.

1. Technical Understanding of the requirement and approach
2. Management Plan
3. Quality Improvement Plan
4. Personnel
5. Past Performance

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS**

#### **L.3.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than 2:00 PM (EST) on Monday, December 14, 2009. 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) calendar day before the date specified for receipt of offers;
- b. The Proposal or modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

#### **L.3.2 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 Prospective Contractor can furnish evidence from the postal authorities of timely mailing.

#### **L.3.3 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.3.4 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 Contract.

#### **L.4 HAND DELIVERY OR MAILING OF PROPOSALS**

##### **DELIVER OR MAIL TO:**

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracting and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, 4<sup>th</sup> Floor (Visitor Entrance)  
Washington, D. C. 20002  
Phone Number: (202) 671-3171 Front Desk

#### **L.5 QUESTIONS**

If a Prospective Contractor has any questions relative to this Contract, the Prospective Contractor shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than seven (5) calendar days prior to the closing date and time indicated for this Contract. The District shall not consider any questions received less than seven (5) calendar days before the date set for submission of proposal. The District shall furnish responses promptly to all other Prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the contract shall not be binding.

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

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
64 New York Avenue – 4<sup>th</sup> Floor  
Washington, DC 20002  
Office (202) 671-3188 – Fax (202) 671-3395  
Email: Samuel.feinberg@dc.gov

#### **L.6 FAILURE TO SUBMIT OFFERS**

Recipients of this Contract not responding with an offer should not return this Contract. Instead, they should advise the Director, Contracting and Procurement/ Agency Chief Contracting Officer, Samuel J. Feinberg, CPPO, CPPB, 64 New York Avenue, NE, 4<sup>th</sup> Floor, Washington, DC, 20002, 202-671-3188, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Agency Chief Contracting Officer, Department of Mental Health of the reason for not submitting a Proposal in response to this Contract. If a recipient does not submit an offer and does not notify the Director/ACCO, Department of Mental Health that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.7 PROPOSAL PROTESTS**

Any actual or Prospective Contractor, 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 Contract, 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 ACCO for the solicitation.

**L.8 SIGNING OF OFFERS**

Prospective Contractor shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this Contract in blue ink. 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 ACCO.

**L.9 UNNECESSARILY ELABORATE PROPOSALS**

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this Contract are not desired and may be construed as an indication of the Prospective 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.10 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 Prospective Contractors.

**L.11 PROPOSAL COSTS**

The District is not liable for any costs incurred by the Prospective Contractors' in submitting Proposals in response to this Contract.

**L.12 ACKNOWLEDGMENT OF AMENDMENTS**

Prospective Contractor shall acknowledge receipt of any amendment to this Contract 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. Prospective Contractors' failure to acknowledge an amendment may result in rejection of the offer.

### **L.13 ACCEPTANCE PERIOD**

Prospective Contractor agrees that its offer remains valid for a period of 90 days from the solicitation's closing date.

### **L.14 BEST AND FINAL OFFERS (BAFO)**

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

### **L.15 LEGAL STATUS OF CONTRACTOR**

Each Proposal must provide the following information:

L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Contractor;

L.15.2 District of Columbia, if required by law to obtain such license, registration or certification. If the Prospective Contractor 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.15.3 If the Prospective Contractor is a partnership or joint venture, names of general partners or joint ventures, and copies of any joint venture or teaming agreements.

L.15.4 The District reserves the right to request additional information regarding the Prospective Contractor's organizational status.

### **L.16 STANDARDS OF RESPONSIBILITY**

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

L.16.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

Consultant for Hospital's Individual Recovery Plan Refinement Initiative.

L.16.2 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.16.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.16.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.16.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.16.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.16.7 If the Prospective Contractor fails to supply the information requested, the ACCO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the ACCO shall determine the Prospective Contractor to be non-responsible.

**L.17 PRE-PROPOSAL CONFERENCE**

There shall be no pre-proposal conference.

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

**PART IV: REPRESENTATIONS AND INSTRUCTIONS****SECTION M – EVALUATION FACTORS FOR AWARD****TABLE OF CONTENTS**

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**PART IV: REPRESENTATIONS AND INSTRUCTIONS**

**SECTION M – EVALUATION FACTORS FOR AWARD**

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

The Contract shall be awarded to the response/responsible Vendor whose offer is most advantageous to the District, based upon the evaluation criteria specified below. While the points in the Evaluation Criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the Evaluation Criteria.

**M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable.
2	Poor	Marginally meets minimum requirements; major deficiencies which shall 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 sub-factor 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 sub-factor, the score for the sub-factor is 4.8 (4/5 of 6). The sub-factor 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 The Offeror’s Technical Proposal and Price Proposal shall be evaluated separately.

**M.4 TECHNICAL EVALUATION FACTORS****M.4.1 Technical Understanding and Technical Approach Total 50 Points**

- Offeror shall demonstrate a clear and concise understanding of the training to be performed as outlined in Section C. 25 Points
- Technical approach (specific or unique methods, staffing or management procedures which will enable the Offeror to meet or exceed the requirements in the RFP). 25 Points

**M.5 PAST PERFORMANCE EVALUATION Total 35 Points**

- Offeror demonstrates satisfactory past performances as evidenced in the proposal submission;
- Experience that demonstrates ability to meet deadlines and comply with work plan; and
- Experience with communicating effective training techniques relative to PBS (i.e. both orally and in writing form).

**M.6 PRICE EVALUATION Total 15 Points**

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

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal being Evaluated}} \times 15 = \text{Evaluated Price Score}$$

**M.7 CLAUSE APPLICABLE TO ALL OPEN MARKET SOLICITATIONS****M.7.1 Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.**

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.

Consultant for Hospital's Individual Recovery Plan Refinement Initiative

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 a certified LBE, DBE, RBO or business located in an enterprise zone, for participation in the joint venture.

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

Department of Small and Local Business Development  
ATTN: Certification Program  
441 4<sup>th</sup> St., NW, Suite 970N  
Washington, DC 20001

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