

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

|  |                                 |   |
|--|---------------------------------|---|
| 1. ISSUED BY/ADDRESS OFFER TO:<br><br><b>GOVERNMENT OF THE DISTRICT OF COLUMBIA<br/>DEPARTMENT OF MENTAL HEALTH (DMH)<br/>CONTRACTS AND PROCUREMENT ADMINISTRATION<br/>64 NEW YORK AVENUE NE<br/>4<sup>th</sup> FLOOR<br/>WASHINGTON, DC 20002</b> |                                 | 2. PAGE OF PAGES:<br><b>1 of 59</b>                           |
|  |                                 | 3. CONTRACT NO. (TO BE COMPLETED BY DMH):                     |
|  |                                 | 4. SOLICITATION NUMBER:<br><b>RM-10-RFP-067-BY0-CPA</b>       |
|  |                                 | 5. DATE ISSUED:<br><b>FEBRUARY 17, 2010</b>                   |
|  |                                 | 6. CLOSING DATE AND TIME:<br><b>MARCH 15, 2010, 2:00 P.M.</b> |
| 7. TYPE OF SOLICITATION:<br><br><input type="checkbox"/> SEALED BID<br><input checked="" type="checkbox"/> NEGOTIATION (RFP)   | 8. DISCOUNT FOR PROMPT PAYMENT: |   |
| NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"   |                                 |   |

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

**11. TABLE OF CONTENTS**

| (X)                   | SEC. | DESCRIPTION                         | PAGE(S) | (X)  | SEC. | DESCRIPTION  | PAGE(S) |
|-----------------------|------|-------------------------------------|---------|--|------|--|---------|
| PART I – The Schedule |      |                                     |         | PART II – Contract Clauses                                   |      |  |         |
| x                     | A    | Solicitation, Offer and Award Form  | 1       | x  | I    | Contract Clauses   | 32-36   |
| x                     | B    | Supplies or Services and Price      | 2-3     | PART III – List of Documents, Exhibits and Other Attachments |      |  |         |
| x                     | C    | Description/Specs/Statement of Work | 4-8     | x  | J    | List of Attachments  | 37      |
| x                     | D    | Packaging and Marking               | 9-10    | PART IV – Representations and Instructions                   |      |  |         |
| x                     | E    | Inspection and Acceptance           | 11-13   | x  | K    | Representations, Certifications and other Statements of Offerors | 38-42   |
| x                     | F    | Deliveries or Performance           | 14-16   | x  | L    | Instrs. Conds., & Notices to Offerors                            | 43-54   |
| x                     | G    | Contract Administration             | 17-21   | x  | M    | Evaluation Factors for Award                                     | 55-59   |
| x                     | H    | Special Contract Requirements       | 22-31   |  |      |  |         |

**OFFER (TO BE COMPLETED BY THE OFFEROR)**

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 60 calendar days from the date for receipt of offers specified above, that with respect to all terms and conditions by the District under "AWARD" below, this offer and the provisions of the solicitation shall constitute a Contract under the applicable provisions of District law. All offers are subject to the terms and conditions contained in the solicitation.

|  |  |  |                |
|--|--|--|----------------|
| 13. ACKNOWLEDGEMENT OF AMENDMENTS<br>(The Offeror acknowledges receipt of amendments to the solicitation and related documents numbered and dated):                        |  | AMENDMENT NO:  | DATE:          |
|  |  |  |                |
| 14. NAME AND ADDRESS OF THE OFFEROR:   |  | 15. NAME AND TITLE OF PERSONAL AUTHORIZED TO SIGN OFFER: (Type or Print) |                |
|  |  |  |                |
| 14.A TELEPHONE NUMBER:   | 15A. SIGNATURE:  | 15B. OFFER DATE:   |                |
|  |  |  |                |
| 16. ACCEPTED AS TO THE FOLLOWING ITEMS:  | 17. AWARD AMOUNT   |  |                |
|  |  |  |                |
| 18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT)<br><br><b>Samuel J. Feinberg, CPPO, CPPB<br/>Director, Contracts and Procurement<br/>Agency Chief Contracting Officer</b> | 19. DIRECTOR, CONTRACT AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER SIGNATURE: |  | 20. AWARD DATE |
|  |  |  |                |

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

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>          | <u>PAGE NO.</u> |
|--------------------|-------------------------------|-----------------|
| B.1                | PURPOSE OF SOLICITATION       | 3               |
| B.2                | CONTRACT TYPE                 | 3               |
| B.3                | SCHEDULE B - PRICING SCHEDULE | 3               |

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1 PURPOSE OF SOLICITATION**

The Government of the District of Columbia, Department of Mental Health ((DMH) or the District) is seeking Contractors to provide Integrated Primary Care Services.

**B.2 CONTRACT TYPE**

The District contemplates the award of up to two (2) fixed-price contracts.

**B.3 SCHEDULE B - PRICING SCHEDULE**

| <b>(A)<br/>Line<br/>Item<br/>No.</b> | <b>(B)<br/>Services</b>   | <b>(C)<br/>Unit</b> | <b>(D)<br/>Unit Price</b> | <b>(E)<br/>Extended<br/>Price</b> |
|--------------------------------------|---|---------------------|---------------------------|-----------------------------------|
| 0001                                 | Integrated Primary Care Services,<br>pursuant to the requirements outlined<br>in Section C. | Month               | \$ _____                  | \$ _____                          |

\_\_\_\_\_  
**Name of Offeror**

\_\_\_\_\_  
**Name and Title of Person Authorized to Sign for Offeror**

\_\_\_\_\_  
**Date**

SECTION C

**DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>      | <u>PAGE NO.</u> |
|--------------------|---------------------------|-----------------|
| C.1                | SCOPE OF SERVICES         | 5               |
| C.2                | BACKGROUND                | 5               |
| C.3                | CONTRACTOR REQUIREMENTS   | 6-7             |
| C.4                | CONTRACTOR QUALIFICATIONS | 7-8             |

## **SECTION C: DESCRIPTIONS/SPECIFICATIONS/STATEMENT OF WORK**

### **C.1 SCOPE OF SERVICES**

The Government of the District of Columbia, Department of Mental Health (District or DMH) is seeking up to two (2) contractors to provide primary health care services by nurse practitioners, assisted by peer specialists serving as “health navigators,” to Consumers receiving mental health services at community-based mental health clinics.

### **C.2 BACKGROUND**

**C.2.1** In March 2009, DMH began implementing its plan to transfer most government-operated services to community mental health Contractors as part of its redesign of the public mental health system. See "Report to the Council of the District of Columbia on the District of Columbia Community Services Agency," page 10, (available on the DMH website at [www.dmh.dc.gov](http://www.dmh.dc.gov) at the link "DC Community Services Agency Report to the Council.") DMH’s aim is to increase the number of people able to be served and to provide a wider range of services.

**C.2.2** As part of this goal, DMH is requiring mental health service Contractors to better coordinate its services with physical/primary health care providers. Studies have confirmed that individuals with various forms of mental illness have rates of physical illness far in excess of the expected frequency of such illnesses in the general population. In 1979, a study of more than 2,000 psychiatric patients found that 43 percent had at least one medical illness and nearly 46 percent of these illnesses had previously gone unrecognized by the physicians who made the referral for psychiatric examination and treatment. Nearly thirty years later, the 2006 report by the National Association of State Mental Health Program Directors (NASMHPD) documented that persons with serious mental illness are dying 25 years earlier than the general population largely due to treatable medical conditions that are caused by modifiable risk factors such as smoking, obesity, substance abuse and inadequate access to medical care.

**C.2.3** DMH already is participating in an initiative to improve access of individuals with a chronic mental illness to primary health care. This initiative, called the Chronic Care Initiative or “CCI”, develops models for how to best provide primary care to persons with diabetes and severe mental illness. DMH anticipates that the nurse practitioner would be employed by or affiliated with a local community health clinic, which would facilitate access to primary health care services or linkages as needed to specialty services.

**C.3**                    **CONTRACTOR REQUIREMENTS**

- C.3.1**                    Contractor shall arrange for primary care services by certified nurse practitioners (NPs) to mental health Consumers who access Contractor's mental health services. The goal is through this RFP to select two mental health providers who contract with a health care organization to provide on-site primary care to mental health consumers. Contractor shall provide at least one NP who is projected to be able to render services to up to 10-12 Consumers per day. While the intent of the RFP is for the NP to provide services on site at the mental health provider agency this funding shall allow the NP to provide services to mental health consumers at the site of the health care organization up to 8 hours per week.
- C.3.2**                    Whenever the NP is providing services to a Consumer, a Medical Assistant shall be available to assist the NP. For purposes of this solicitation, a Medical Assistant performs many administrative duties, including answering telephones, greeting patients, updating and filing patients' medical records, filling out insurance forms, handling correspondence, scheduling appointments, arranging for hospital admission and laboratory services and handling billing and bookkeeping. Duties include taking medical histories and recording vital signs, explaining treatment procedures to patients, preparing patients for examination and assisting during diagnostic examinations. They also instruct patients about medications and special diets.
- C.3.3**                    DMH projects that each NP shall be able to bill Medicaid for services rendered to Medicaid covered consumers, thus allowing the program to be financially self-sustaining within approximately six months.
- C.3.4**                    Each contractor shall engage the services of a peer specialist to serve as "health navigators" for Consumers receiving primary care services from the Contractor. The peer specialists shall support Consumer's ability to understand all necessary medical information and receive responses to questions about their psychiatric and physical health care. Peer specialists' responsibilities may include accompanying Consumers to appointments and therefore Contractor shall maintain a staffing pattern that permits peer specialists to perform this work in the field while ensuring that a peer specialist is available for each appointment in the office.
- C.3.5**                    The Peer Specialist shall also ensure that the Consumer's treatment plan includes "Whole Health" goals as part of the recovery process based on recommendations made by the NP. " *See, e.g., Peer Support Whole Health Participant Manual, Appalachian Consulting Group, Inc. © 2009* (available on request to the Contracting Officer) for a general understanding of the District's understanding of the "Whole Health" approach as applicable to the services required in this solicitation. This document is provided for informational purposes only and shall not be considered a part of any contract awarded as a result of this solicitation, nor

is Offeror bound by any specific concept or approach included in this document; the approach that the Offeror proposes is entirely its own responsibility.

**C.3.6** The District anticipates that at some point during this project, peer specialists shall be able to bill Medicaid for at least some of the services provided to Consumers. The District's intention is for the peer specialist services also to become financially self-sustaining.

**C.4** **CONTRACTOR QUALIFICATIONS**

**C.4.1** Contractor shall be a certified Provider in Good Standing of the Department of Mental Health's Mental Health Rehabilitation Services in the District of Columbia.

**C.4.2** Contractor shall either meet the definition of a comprehensive Health Care Organization (HCO) or shall propose to subcontract with such an organization. The nurse practitioners and peer specialists shall be employed or contracted for by the HCO, which shall be responsible for providing the organizational and logistical support for such services. For purposes of this solicitation, an HCO shall be an organization that meets the following criteria:

**C.4.2.1** A multi-specialty medical provider that provides comprehensive medical care to adults through a continuum of care including outpatient primary care, specialty care and inpatient care;

**C.4.2.2** Has medical specialists on staff or the ability to arrange for referral and care by specialists; and

**C.4.2.3** Has staff credentialed by hospitals or the ability to arrange for continuity of care if inpatient services are required by the Consumer.

**C.4.3** A Federally Qualified Health Plan is an example of an HCO.

**C.4.4** The proposed HCO shall be in Good Standing with the District Department of Health.

**C.4.3** Offeror shall include with its proposal a letter of intent to subcontract with an HCO (or evidence that the Offeror itself meets the definition of an HCO).

**C.4.4** Nurse Practitioners shall have the education, training, certification and other credentials required to provide nurse practitioner services in the District. NPs shall also have sufficient experience and ability to be able to supervise the activities of the peer specialists in rendering services to Consumers. The Nurse Practitioner must be qualified as an Adult NP or a Family NP.

**C.4.5** Peer Specialists shall have completed WRAP (Wellness Recovery Action Plan) training, or demonstrate equivalent training and experience, prior to providing services to Consumers.

**SECTION D**  
**PACKAGING AND MARKING**  
**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>  | <u>PAGE NO.</u> |
|--------------------|-----------------------|-----------------|
| D.1                | PACKAGING AND MARKING | 10              |

**SECTION D: PACKAGING AND MARKING**

**D.1 PACKAGING AND MARKING**

The packaging and marking requirements for the resultant contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

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

**SECTION E**  
**INSPECTION AND ACCEPTANCE**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>  | <u>PAGE NO.</u> |
|--------------------|---|-----------------|
| E.1                | GENERAL PROVISIONS  | 12              |
| E.2                | CONSEQUENCES OF CONTRACTOR'S<br>FAILURE TO PERFORM REQUIRED<br>SERVICES | 12-13           |

## **SECTION E: INSPECTION AND ACCEPTANCE**

### **E.1 GENERAL PROVISIONS**

The inspection and acceptance requirements for the Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.1.

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

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

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

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

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

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

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

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

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

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

**E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the

unsatisfactory work within a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the District.

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

**SECTION F**  
**DELIVERIES OR PERFORMANCE**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>                         | <u>PAGE NO.</u> |
|--------------------|--|-----------------|
| F.1                | PERIOD OF PERFORMANCE                        | 15              |
| F.2                | RESERVED FOR FUTURE USE                      | 15              |
| F.3                | DELIVERABLES                                 | 15              |
| F.4                | CONTRACTOR NOTICE REGARDING LATE PERFORMANCE | 16              |

**SECTION F: DELIVERIES OR PERFORMANCE**

**F.1 PERIOD OF PERFORMANCE**

The Period of Performance of the Contract shall be from Date of Award through September 30, 2010.

**F.2 RESERVED FOR FUTURE USE**

**F.3 DELIVERABLES**

**F.3.1** No later than the 10th day of each month, Contractor shall submit to the Contracting Officer Technical Representative (COTR) a Service Deliverables Report, in a manner to be prescribed by the COTR, that clearly identifies the number of Consumers served during the prior month by both the nurse practitioners and the peer specialists, how many previous appointments the Consumer has had; the disposition of each case (*e.g.*, referral to primary care or specialty care provider) and the health outcomes achieved by virtue of services rendered by Contractor.

**F.3.2** No later than the 10th day of each month, Contractor shall also submit to the COTR a Staffing Report, in a manner to be prescribed by the COTR, that clearly identifies each nurse practitioner and peer specialist that has rendered services during the prior month, the number of hours that each has worked (including the number of hours that each peer specialist has spent in the field accompanying Consumers to appointments versus hours in the office) and any vacancies that existed in the nurse practitioner or peer specialist positions, as well as the duration of the vacancy and, if still vacant at the time of the report, what steps the Contractor has taken to fill the vacancy.

**F.3.3** In addition to any other deliverable outlined in this Contract, DMH staff shall from time to time request information concerning a Consumer's care and/or treatment. Contractor shall provide such information within 48 hours of the request (or a negotiated agreed-upon timeframe), in a manner requested by DMH, provided that Contractor shall provide such information no later than the end of the next business day following the date of the request if necessary for DMH to meet a court deadline or other legal requirement.

**F.3.4** The Contractor shall submit to the District, as a deliverable, the report described in section I.6 of this contract that is required by First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

**F.4            CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

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

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

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>  | <u>PAGE NO.</u> |
|--------------------|---|-----------------|
| G.1                | BILLING AND PAYMENT   | 18              |
| G.2                | FIRST SOURCE AGREEMENT REQUEST<br>FOR FINAL PAYMENT   | 18              |
| G.3                | ASSIGNMENTS   | 18              |
| G.4                | THIS SECTION IS RESERVED FOR FUTURE<br>USE  | 19              |
| G.5                | DIRECTOR, CONTRACTS AND<br>PROCUREMENT/AGENCY CHIEF<br>CONTRACTING OFFICER<br>(DIRECTOR/ACCO) | 19              |
| G.6                | AUTHORIZED CHANGES BY THE<br>DIRECTOR/ACCO  | 19              |
| G.7                | CONTRACTING OFFICER'S TECHNICAL<br>REPRESENTATIVE (COTR)                                      | 19-20           |
| G.8                | THE QUICK PAYMENT CLAUSE  | 20-21           |

**SECTION G: CONTRACT ADMINISTRATION DATA**

**G.1 BILLING AND PAYMENT**

The District shall make payments to the Contractor at the prices stipulated in this contract, for supplies delivered and accepted and/or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract. Contractor shall submit invoices for work performed no later than the fifth (5th) day of each month after the commencement of services under the contract.

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

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

**G.3 ASSIGNMENTS**

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**G.4 RESERVED FOR FUTURE USE**

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

Contracts may be entered into and signed on behalf of the District only by Contracting Officers. The contact information for the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188  
Fax: 202-671-3395

**G.6 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO**

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

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

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

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

**G.7.1** The COTR is responsible for general administration of the Contract, is appointed by the Director/ACCO and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract shall be assigned at the time of contract award.

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

**G.7.3** Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, may be denied compensation or other

relief for any additional work performed that is not so authorized and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.8**            **THE QUICK PAYMENT CLAUSE**

**G.8.1**           **Interest Penalties to Contractors**

**G.8.1.1**        The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

**G.8.2**           **Payments to Subcontractors**

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

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

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

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

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

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

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

**SECTION H**  
**SPECIAL CONTRACT REQUIREMENTS**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>                          | <u>PAGE NO.</u> |
|--------------------|---|-----------------|
| H.1                | RESERVED FOR FUTURE USE                       | 23              |
| H.2                | DEPARTMENT OF LABOR WAGE DETERMINATIONS       | 23              |
| H.3                | AUDITS, RECORDS and RECORD RETENTION          | 23-24           |
| H.4                | PUBLICITY                                     | 24              |
| H.5                | CONFLICT OF INTEREST                          | 24              |
| H.6                | PRIVACY COMPLIANCE                            | 24-28           |
| H.7                | AMERICANS WITH DISABILITIES ACT OF 1990       | 29              |
| H.8                | SECTION 504 OF THE REHABILITATION ACT OF 1973 | 29              |
| H.9                | WAY TO WORK AMENDMENT ACT OF 2006             | 29-31           |
| H.10               | CONTRACTOR LICENSE/CLEARANCES                 | 31              |
| H.11               | COST OF OPERATION                             | 31              |

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

### **H.1 RESERVED FOR FUTURE USE**

### **H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No. 8, dated 5/26/09, issued by the U.S. Department of Labor, incorporated herein and attached as Attachment J.2 of the solicitation. The Contractor shall be bound by the wage rates for the term of the Contract. If the solicitation provides for option periods and an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

### **H.3 AUDITS, RECORDS and RECORD RETENTION**

**H.3.1** At any time or times before final payment and three (3) years thereafter, the Director/ACCO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement contracts, any payment may be reduced by amounts found by the Director/ACCO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the District Government and an overpayment is found, the Contractor shall reimburse the District for said overpayment within thirty (30) days after written notification.

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

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

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

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

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

**H.4** **PUBLICITY**

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

**H.5** **CONFLICT OF INTEREST**

Pursuant to the Procurement Practices Act of 1985, as amended and Chapter 18 of the District of Columbia Personnel Regulations, no official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract.

**H.5.2** By performing under the Contract, Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

**H.6** **PRIVACY COMPLIANCE**

(1) Definitions

(a) *Business Associate*. "Business Associate" shall mean the Contractor.

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

(c) *Designated Record Set* means:

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

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

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

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

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

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

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

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

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

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

## (2) Obligations and Activities of Business Associate

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

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

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

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

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same

restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

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

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

(h) Business Associate agrees to make internal practices, books and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rules.

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

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

### (3) Permitted Uses and Disclosures by Business Associate

#### (a) *Refer to underlying services agreement:*

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

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

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of

the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

#### (4) Obligations of Covered Entity

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

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

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

#### (5) Permissible Requests by Covered Entity

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

#### (6) Term and Termination

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

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

- (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
- (2) Immediately terminate the contract if Business Associate has breached a material term of this Privacy Compliance Clause and cure is not possible; or
- (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

(7) Miscellaneous

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

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

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

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

**H.7            AMERICANS WITH DISABILITIES ACT OF 1990**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with the Americans with Disabilities Act (ADA), as amended.. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. *See* 42 U.S.C. § 12101 *et seq.*

**H.8            SECTION 504 OF THE REHABILITATION ACT OF 1973**

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

**H.9            WAY TO WORK AMENDMENT ACT OF 2006**

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

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

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

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

**H.9.5**        The Contractor shall provide a copy of the Fact Sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

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

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

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

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

**H.10**            **CONTRACTOR LICENSE/CLEARANCES**

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

**H.11**            **COST OF OPERATION**

Except as provided in Section B of the Contract, Contractor shall be responsible for all costs of operation under this Contract, including but not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. Payment by the District shall only be pursuant to the agreed-upon prices outlined in the Contract.

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

**SECTION I**  
**CONTRACT CLAUSES**  
**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>                          | <u>PAGE NO.</u> |
|--------------------|---|-----------------|
| I.1                | APPLICABILITY OF STANDARD CONTRACT PROVISIONS | 33              |
| I.2                | CONTRACTS THAT CROSS FISCAL YEARS             | 33              |
| I.3                | CONFIDENTIALITY OF INFORMATION                | 33              |
| I.4                | TIME  | 33              |
| I.5                | OTHER CONTRACTORS                             | 33              |
| I.6                | FIRST SOURCE EMPLOYMENT AGREEMENT             | 33              |
| I.7                | SUBCONTRACTS                                  | 33-34           |
| I.8                | CONTRACTS IN EXCESS OF \$1 MILLION            | 34              |
| I.9                | RESERVED FOR FUTURE USE                       | 34              |
| I.10               | CONTINUITY OF SERVICES                        | 34              |
| I.11               | INSURANCE                                     | 34-35           |
| I.12               | EQUAL EMPLOYMENT OPPORTUNITY                  | 35              |
| I.13               | CONTRACT MERGER CLAUSE                        | 35              |
| I.14               | RESERVED FOR FUTURE USE                       | 35              |
| I.15               | ORDER OF PRECEDENCE                           | 35-36           |

## **SECTION I: CONTRACT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.1), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

### **I.3 CONFIDENTIALITY OF INFORMATION**

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

### **I.4 TIME**

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

### **I.5 OTHER CONTRACTORS**

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

### **I.6 FIRST SOURCE EMPLOYMENT AGREEMENT**

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

### **I.7 SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a

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

**I.8 CONTRACTS IN EXCESS OF \$1 MILLION**

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

**I.9 THIS SECTION IS RESERVED FOR FUTURE USE**

**I.10 CONTINUITY OF SERVICES**

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

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

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

**I.11 INSURANCE**

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

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

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

**I.11.4** Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this contract and the Contractor agrees to comply at all times with the provisions of the workers' compensation laws of the District.

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

**I.12** **EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.13** **CONTRACT MERGER CLAUSE**

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

**I.14** **THIS SECTION IS RESERVED FOR FUTURE USE**

**I.15** **ORDER OF PRECEDENCE**

- I.15.1** A conflict in language or any inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending

order of priority the documents comprising this Contract that are incorporated by reference and are a part of the Contract:

**I.15.1.2** Sections A through I of this Contract;

**I.15.1.3** The Attachments contained in Section J, in the order in which they appear.

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

**SECTION J: LIST OF ATTACHMENTS**

- J.1** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007
- J.2** Wage Determination No. 2005-2103 (Rev. 8), May 26, 2009
- J.3** Consent Order dated December 12, 2003 in *Dixon, et al. v. Fenty, et al.*, CA 74-285 (TFH) (Dixon Consent Order)
- J.4** Agreement between the Department of Mental Health and the National Association of State Mental Health Program Directors (NASMHPD) (available on request to the Contracting Officer.)
- J.5** Budget Package
- J.6** E.E.O. Information and Mayor's Order 85-85
- J.7** Tax Certification Affidavit
- J.8** First Source Employment Agreement
- J.9** Living Wage Act Fact Sheet

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

**SECTION K**

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

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>   | <u>PAGE NO.</u> |
|--------------------|--|-----------------|
| K.1                | AUTHORIZED NEGOTIATORS   | 39              |
| K.2                | TYPE OF BUSINESS ORGANIZATION  | 39              |
| K.3                | CERTIFICATION AS TO COMPLIANCE<br>WITH EQUAL OPPORTUNITY OBLIGATIONS | 39-40           |
| K.4                | BUY AMERICAN CERTIFICATION   | 40              |
| K.5                | DISTRICT EMPLOYEES NOT TO BENEFIT<br>CERTIFICATION                   | 40              |
| K.6                | CERTIFICATION OF INDEPENDENT PRICE<br>DETERMINATION                  | 41-42           |
| K.7                | ACKNOWLEDGMENT OF AMENDMENTS   | 42              |

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in \_\_\_\_\_

(Country)

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

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

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

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

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

Each Offeror shall check one of the following:

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

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

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror, including but not limited to the original signature affixed in block 15A of Section A, Solicitation, Offer and Award form, page one of the solicitation, shall be considered to be a certification by the signatory that:
- (1) The prices in the Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit an Offer, or
    - (iii) the methods or factors used to calculate the prices in the Offer;
  - (2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.
- (b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Offeror's organization responsible for determining the prices being offered in this Offer and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

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

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

**K.7            ACKNOWLEDGMENT OF AMENDMENTS**

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

| <b>Amendment No.</b> | <b>Date</b> | <b>Name of Authorized Representative</b> | <b>Title of Authorized Representative</b> | <b>Signature of Authorized Representative</b> |
|----------------------|-------------|--|---|---|
|                      |             |  |   |   |
|                      |             |  |   |   |
|                      |             |  |   |   |

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

**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>  | <u>PAGE NO.</u> |
|--------------------|---|-----------------|
| L.1                | CONTRACT AWARD  | 45              |
| L.2                | PROPOSAL FORM, ORGANIZATION AND CONTENT   | 45-47           |
| L.3                | PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS | 47-48           |
| L.4                | EXPLANATION TO PROSPECTIVE OFFERORS   | 48              |
| L.5                | FAILURE TO SUBMIT OFFERS  | 49              |
| L.6                | RESTRICTION ON DISCLOSURE AND USE OF DATA   | 49              |
| L.7                | RESERVED FOR FUTURE USE   | 49              |
| L.8                | PROPOSAL PROTESTS   | 49-50           |
| L.9                | SIGNING OF OFFERS   | 50              |
| L.10               | UNNECESSARILY ELABORATE PROPOSALS   | 50              |
| L.11               | RETENTION OF PROPOSALS  | 50              |
| L.12               | PROPOSAL COSTS  | 50              |
| L.13               | ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS  | 51              |
| L.14               | CERTIFICATES OF INSURANCE   | 51              |
| L.15               | ACKNOWLEDGMENT OF AMENDMENTS  | 51              |

**SECTION L**

**INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

**TABLE OF CONTENTS, CONTINUED**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>            | <u>PAGE NO.</u> |
|--------------------|---------------------------------|-----------------|
| L.16               | BEST AND FINAL OFFERS           | 51-52           |
| L.17               | RESERVED FOR FUTURE USE         | 52              |
| L.18               | ACCEPTANCE PERIOD               | 52              |
| L.19               | LEGAL STATUS OF CONTRACTOR      | 52              |
| L.20               | FAMILIARIZATION WITH CONDITIONS | 52              |
| L.21               | STANDARDS OF RESPONSIBILITY     | 53              |
| L.22               | PRE-PROPOSAL CONFERENCE         | 53-54           |

## **SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**

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

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

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

#### **L.1.2 Initial Offers**

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

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

**L.2.1** The Offeror shall submit one original and four (4) copies of its written proposals in two parts, entitled "Technical Proposal" and "Price Proposal." Proposals shall be typewritten in 12-point Times New Roman font on 8.5" by 11" bond paper, single-spaced and printed on only one side. Telephonic and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope (Technical Proposals in separate envelopes from Price Proposals) conspicuously marked "**Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)**".

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

#### **L.2.3 Technical Proposal**

**L.2.3.1** The Technical Proposal shall be no more than 12 single-spaced pages. The District shall not consider any pages in excess of 12 pages to be a part of the Technical Proposal and shall not review or evaluate such pages. This page limitation does not apply to resumes of proposed staff. Offeror shall address the following:

- L.2.3.1.1** How the Offeror plans to engage a Health Care Organization (HCO) to provide the required services and how both the Offeror and the proposed HCO demonstrates the organizational resources, capability, qualifications and experience to successfully provide the required services (please attach current resumes of proposed key personnel of both organizations);
- L.2.3.1.2** How the Offeror proposes to integrate peer specialist services into the primary care services provided by the nurse practitioner, as well as the mental health services provided to the Consumer;
- L.2.3.1.3** How the Offeror proposes to achieve sustainability for its service model, including billing Medicaid, Managed Care Organizations (MCOs) or other health insurance for primary care services; and
- L.2.3.1.4** How the Offeror proposes to track and report health outcomes achieved as the result of the serviced provided.
- L.2.3.2** Offeror shall also complete the following documents and submit them along with its Technical Proposal:
- L.2.3.2.1** Solicitation, Offer and Award form (See Section L.9, below);
- L.2.3.2.2** Attachment J.6 of this solicitation, E.E.O. package;
- L.2.3.2.3** Attachment J.7 of this solicitation, Tax Certification Affidavit;
- L.2.3.2.4** Attachment J.8 of this solicitation, First Source Employment Agreement;
- L.2.3.2.5** A completed Section K of this solicitation, Representations, Certifications and Other Statements of Offeror;
- L.2.3.2.6** The names, addresses, phone numbers and **current** e-mail addresses of no more than three (3) organizations who can provide information on the past performance of the proposed HCO in rendering primary care services to mental health Consumers. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.3);
- L.2.3.2.7** The letter of intent referenced in Section C.4.3; and
- L.2.3.2.8** Any document required by Section L.19 of this solicitation, as well as the electronic copy of the proposal as required by Section L.13 of the solicitation.

**L.2.4**      Price Proposal

**L.2.4.1**      Offerors shall submit with its Offer a completed Section B, Pricing Schedule (proposed Unit Price, Extended Price, Name of Offeror, Name and Title of Person Authorized to Sign for Offeror and Date of Offer) and Attachment J.5, Budget Package and Cost/Price Disclosure Certification.

**L.2.4.2**      The District intends to use grant funds to pay for 100% of services rendered for no more than six (6) months of services, at which time the District expects that the Contractor shall have implemented a self-sustaining service model. However, Offerors may propose a business model wherein the District pays less than 100% of services for some portion of the period of performance, provided that the District shall pay no more than an amount equivalent to 100% of the cost of services for a six (6) month period. The grant funds received by the District are for FY2010 and must be expended during that period. The continuation of services beyond September 30, 2010 are subject to the availability of future grant funds or other funding identified, budgeted, appropriated and allocated for such purpose prior to September 30, 2010.

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

**L.3.1**      **Proposal Submission**

Proposals must be submitted no later than the time and date stated in block 6 of Section A, Solicitation, Offer and Award Form, page one of the solicitation. Proposals shall be submitted to the following address AND CLEARLY MARKED WITH THE SOLICITATION NUMBER:

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

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

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5<sup>th</sup>) day before the date specified for receipt of offers;

- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

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

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

**L.3.3 Postmarks**

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

**L.3.4 Late Modifications**

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

**L.3.5 Late Proposals**

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

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the Contact Person identified in Section A, page one of this solicitation. The prospective Offeror shall submit questions no later than seven (7) calendar days prior to the closing date indicated for this solicitation. The District is under no obligation to consider any questions received fewer than seven (7) calendar days before the closing date. The District shall furnish responses promptly to all prospective Offerors. The District

shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E., 4<sup>th</sup> Floor, Washington, DC 20002, Telephone (202) 671-3171 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Director, ACCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

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

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

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

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

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

**L.7 RESERVED FOR FUTURE USE**

**L.8 PROPOSAL PROTESTS**

Any actual or prospective Offeror or Contractor who is aggrieved in connection

with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.9 SIGNING OF OFFERS**

The Offeror shall sign the Offer **in blue ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. Offeror shall also date the Offer in Section 15B of Section A. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO. Under no circumstances shall an Offer be considered if the Offer is submitted with a signature stamp, an electronically-applied signature, or anything other than an original signature in blue ink.

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

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

**L.14**            **CERTIFICATES OF INSURANCE**

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

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Department of Mental Health  
Contracts and Procurement Administration  
64 New York Avenue, NE, 4<sup>th</sup> Floor  
Washington, DC 20002  
Telephone: 202-671-3188  
Fax: 202-671-3395

**L.15**            **ACKNOWLEDGMENT OF AMENDMENTS**

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

**L.16**            **BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range shall be so notified and shall be provided an opportunity to submit written Best And Final Offers (BAFOs) at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the

Contracting Officer determines that it is clearly in the Government's best interest to do so, *e.g.*, it is clear that information available at that time is inadequate to reasonably justify selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

**L.17      RESERVED FOR FUTURE USE**

**L.18      ACCEPTANCE PERIOD**

The Offeror agrees that its Offer remains valid for a period of 60 days from the solicitation's closing date.

**L.19      LEGAL STATUS OF CONTRACTOR**

**L.19.1**      Offeror shall provide as part of its proposal its Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number.

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

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

**L.20      FAMILIARIZATION WITH CONDITIONS**

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

**L.21            STANDARDS OF RESPONSIBILITY**

**L.21.1**        The Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements by providing documentation described below within five (5) days of request by the District:

**L.21.1.1**      Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract;

**L.21.1.2**      Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;

**L.21.1.3**      Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them;

**L.21.1.4**      Evidence of compliance with the applicable District licensing, tax laws and regulations;

**L.21.1.5**      Evidence of a satisfactory performance record, record of integrity and business ethics;

**L.21.1.6**      Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them;

**L.21.1.7**      Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.21.2**        If the Offeror fails to provide the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be non-responsible.

**L.22            PRE-PROPOSAL CONFERENCE**

**L.22.1**        The District shall conduct an optional Pre-Proposal Conference on Monday, March 1, 2010 at 10:00 am at the Department of Mental Health, 64 New York Avenue, N.E., 4th floor, Washington, D.C. 20002. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded

**L.22.2** Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Proposal conference in order to generate a formal answer, but in any event no fewer than seven (7) days prior to the closing date. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation and shall be issued as an Amendment to the solicitation.

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

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**TABLE OF CONTENTS**

| <u>SECTION NO.</u> | <u>SECTION TITLE</u>                           | <u>PAGE NO.</u> |
|--------------------|--|-----------------|
| M.1                | EVALUATION FOR AWARD                           | 56              |
| M.2                | TECHNICAL RATING                               | 56              |
| M.3                | TECHNICAL EVALUATION                           | 56-57           |
| M.4                | PRICE EVALUATION                               | 57              |
| M.5                | PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES | 57-59           |

## **SECTION M: EVALUATION FACTORS FOR AWARD**

### **M.1 EVALUATION FOR AWARD**

The District intends to award up to two (2) Contracts to the responsible Offeror(s) whose Offer(s) conforming to the solicitation shall be most advantageous to the District, based upon the Evaluation Criteria specified below. While the points in the Evaluation Criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather the total scores shall guide the District in making an intelligent award decision based upon the Evaluation Criteria.

### **M.2 TECHNICAL RATING**

The Technical Rating Scale is as follows:

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

For example, if an evaluation factor has a maximum point value of 10 points and using the Technical Rating Scale, the District evaluates as “Good” the part of the proposal applicable to that evaluation factor, the score for that evaluation factor shall be 8 (4/5 of 10). The scores for any subfactors shall be added together to determine the score for that factor.

### **M.3 TECHNICAL EVALUATION**

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

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

**M.3.3**      Technical Evaluation Criteria

**M.3.3.1**      Quality of Offeror’s proposal to engage a Health Care Organization to provide the required services and whether the proposed HCO demonstrates the organizational resources, capability, qualifications and experience to successfully provide the required services **(25 points)**

**M.3.3.2**      Quality of the Offeror’s proposal to integrate peer specialist services into the primary care services provided by the NP, as well as the mental health services provided to the Consumer **(20 points)**

**M.3.3.3**      Comprehensiveness, Realism and Practicality of the Offeror’s plan for sustainability, including billing Medicaid, Managed Care Organizations (MCOs) or other health insurance for primary care services **(20 points)**

**M.3.3.4**      Quality, Comprehensiveness and Practicality of the Offeror’s and tracking and reporting on health outcomes **(15 points)**

**M.3.3.5**      Past performance of the proposed HCO in dealing with mental health Consumers. **(10 points)**

**M.4**      **PRICE EVALUATION (10 Points)**

The Price Evaluation shall be objective. The Offeror with the lowest overall price shall receive the maximum price points. All other proposals shall receive a proportionately lower score. The following formula shall be used to determine each Offeror’s evaluated price score:

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

**M.5**      **PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

**M.5.1**      **Certified Business Enterprises**

Under the provisions of the “Small, Local and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.2**            **Application of Preferences**

- M.5.2.1**            For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable as follows to Bidders or Offerors who are submitting a bid or proposal as a prime contractor:
- M.5.2.1.1**            Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, shall receive a three percent (3%) reduction in the bid price, for purposes of evaluation, for a bid submitted by the SBE in response to an Invitation for Bid (IFB), or the addition of three (3) points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposal (RFP).
- M.5.2.1.2**            Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, shall receive a five percent (5%) reduction in the bid price, for purposes of evaluation, for a bid submitted by the ROB in response to an IFB, or the addition of five (5) points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.5.2.1.3**            Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, shall receive a ten percent (10%) reduction in the bid price, for purposes of evaluation, for a bid submitted by the LRB in response to an IFB, or the addition of ten (10) points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.5.2.1.4**            Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, shall receive a two percent (2%) reduction in the bid price, for purposes of evaluation, for a bid submitted by the LBE in response to an IFB, or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.5.2.1.5**            Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, shall receive a two percent (2%) reduction in the bid price, for purposes of evaluation, for a bid submitted by the SBE in response to an IFB, or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.5.2.1.6**            Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, shall receive a two percent (2%) reduction in the bid price, for purposes of evaluation, for a bid submitted by the SBE in response to an IFB, or the addition of two (2) points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.5.3 Maximum Preference Awarded**

**M.5.3.1** Notwithstanding the application of the preferences outlined in Section M.5.2, above, the maximum total preference to which a certified business enterprise is entitled under the Act for this procurement shall be a twelve percent (12%) reduction in the bid price, for purposes of evaluation, for a bid submitted in response to an IFB, or the addition of twelve (12) points on a 100-point scale for proposals submitted in response to an RFP.

**M.5.3.2** The District shall not award any preference for subcontracting by the prime contractor with certified business enterprises.

**M.5.4 Preferences for Certified Joint Ventures**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture shall receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in Section M.5.3.

**M.5.5 Bidder's or Offeror's Submission**

**M.5.5.1** Any prospective Bidder or Offeror seeking to receive preferences for its bid or offer in response to this solicitation shall submit, at the time of its bid or proposal and as part of its bid or proposal, the following documentation as applicable to the preference being sought:

**M.5.5.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB, including a copy of all relevant letters of certification from the SLBOC; or

**M.5.5.1.2** Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, including a copy of the provisional certification from the DSLBD.

**M.5.5.2** Any prospective Bidder or Offeror seeking certification or provisional certification in order to receive preferences under this solicitation, or any Bidder or Offeror seeking additional information on certification procedures and requirements, should contact the DSLBD as follows:

Department of Small and Local Business Development  
Attn: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001  
(202) 727-3900

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



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

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**COST/PRICE PROPOSAL**

**GENERAL INSTRUCTIONS**

- 1.1 Offerors submitting cost/price proposals, in response to a Government of the District of Columbia, Department of Mental Health (DMH or the District) Request For Proposal (RFP), sole source procurement, change order, or contract modification exceeding \$100,000 in total value, must include a complete cost and pricing data breakdown (i.e., data that is verifiable and factual) for all costs identified in the proposal, and relevant to the performance of the contract. The requirement for submission of cost or pricing data is met when all accurate cost or pricing data reasonably available to the Offeror has been submitted, either actually, or by specific identification, to the District. If not available at the time of submission, as later information comes into the Offeror's possession, it should be promptly submitted to the District in a manner that clearly demonstrates its relationship to, and effect on, the Offeror's cost/price proposal. This requirement continues up to the date of final agreement on price and/or other issues, as agreed upon between the parties.
  
- 1.2 There is a clear distinction between submitting cost or pricing data and merely making available books, records and other documents without identification or context. By submitting a cost/price proposal, the Offeror, if selected for negotiation, grants the Contracting Officer, or an authorized representative, the right to examine, at any time before award, those books, records, documents, and other types of factual information, regardless of form or whether such supporting information is specifically referenced or included in the proposal as a basis for pricing, that will permit an adequate evaluation of the proposed cost/price.
  
- 1.3 The cost/price proposal will represent the offeror's understanding of the District's requirements and the offeror's ability to organize and perform those requirements effectively and efficiently. The evaluation of the Offeror's cost/price proposal will be based on an analysis of the realism and completeness of the cost data, the conformity of the cost to the offeror's technical data and the proposed allocation of labor-hours and skill sets. Pertinent cost information, including but not limited to Defense Contract Auditing Agency (DCAA) and/or the Department of Labor (DOL) recommended rates for direct labor, overhead, general and administrative expense (G&A), etc., as necessary and appropriate, must be used to arrive at the most probable cost to be incurred by the Offeror. If the District considers the proposed costs to be unrealistic, the Offeror should adjust its proposed costs accordingly. Any inconsistency, whether real or apparent, between promised performance and cost or price should be explained in the cost/price proposal. The burden of proof for cost credibility rests with the Offeror.

DMH Cost/Price Proposal - General Instructions, Cost/Price Disclosure Certification and Budget Package  
RM-10-RFP-067-BY0-CPA, Attachment J.5

- 1.4 The Offeror's Cost/Price Proposal consists of two submissions: (1) the DMH Budget Package, which requirements are indicated in the DMH Budget Package, attached, and (2) the Cost/Price Disclosure Certification Package, which consists of the Cost/Price Disclosure Certification and all additional information required by Section 1.5 of these Cost/Price Proposal Instructions. These two submissions together comprise the Offeror's Cost/Price Proposal. The Offeror shall submit one signed original and four (4) copies of its Cost/Price Proposal, **and** shall also submit the DMH Budget Package on a diskette. The Offeror is responsible for ensuring the timely delivery of all information. All cost/price proposals should provide a cost summary by all cost elements, cross-referenced to supporting documentation.
- 1.5 The following information shall be included with Offeror's Cost/Price Proposal, for the prime contractor and each proposed subcontractor, as listed in subparagraphs (a) through (e), below. Failure to submit the information required herein shall result in rejection of the Offeror's offer. The requirement to provide all cost and pricing data to the District is not dependent on the format of any forms provided by the District for this purpose. The Offeror is responsible for providing all required information in an appropriate, usable format, even if the forms provided by the District do not include a specific block, space, grid, or table specifically identified as requesting such information. The Offeror may attach additional sheets as necessary to its submission.
- (a) A properly completed "Cost/Price Disclosure Certification," (all fifteen (15) blocks must be completed);
  - (b) Identification of any estimates, along with the rationale and methodology used to develop them, including judgmental factors used in projecting future costs, based on known data, and the timing, nature and extent of any material contingencies.
  - (c) Disclosure of any other activities or likely events which could materially impact specific costs (*i.e.*, existing large material and supply inventories, management/ownership changes, new technologies, collective bargaining agreements, etc.)
  - (d) Disclosure of any and all contracts awarded by the District of Columbia within the past twelve (12) months, as well as disclosure of any proposed contracts with the District of Columbia that are pending (*i.e.* in any stage of the pre-award or award process) including contract number(s), amount, type (fixed price, cost reimbursement, etc.), period of performance, name of agency, name and current contact information for the agency Contracting Officer or Contracting Officer's Technical Representative, and a brief description of services.
  - (e) Source of approval and the latest date of approval of the offeror's Accounting system (applicable only to cost-reimbursement contracts.)



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

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**COST / PRICE DISCLOSURE CERTIFICATION**

(1) RFP/Contract Number: \_\_\_\_\_ (2) Closing Date: \_\_\_\_\_

(3) Caption: \_\_\_\_\_ (4) Total Proposed Amount: \_\_\_\_\_

The undersigned (5) \_\_\_\_\_  
(please print name and title of offeror's authorized signatory) hereby certifies that, to the best of my knowledge, the cost and pricing data (*i.e.* at the time of price agreement this certification represents that all material facts of which prudent buyers and sellers would reasonably expect to affect price negotiations in any significant manner) submitted was accurate, complete, and current as of (6) \_\_\_\_\_ (date of RFP closing or conclusion of negotiations as appropriate). The undersigned further agrees that it is under a continuing duty to update cost or pricing data through the date that negotiations, if any, with the District are completed. The undersigned further agrees that the price, including profit or fee, will be adjusted to exclude any significant price increases occurring because the cost or pricing data was inaccurate, incomplete or not current. (See 27 DCMR § 1624; and Section 25 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007).

(7) Signed: \_\_\_\_\_ (8) Date: \_\_\_\_\_

(9) Title: \_\_\_\_\_ (10) Company: \_\_\_\_\_

(11) Address: \_\_\_\_\_  
\_\_\_\_\_

(12) Tax ID #: \_\_\_\_\_

(13) DUNS #: \_\_\_\_\_

(14) Phone: \_\_\_\_\_

(15) Fax: \_\_\_\_\_

**BUDGET PACKAGE**  
**Page 1 of 2**

Offeror: \_\_\_\_\_

**BUDGET SUMMARY**  
**(Please attached additional pages as necessary)**

|                       | Cost Per Month | Total Cost |
|-----------------------|----------------|------------|
| Personnel             |                |            |
| Total Salaries        |                |            |
| Total Fringe Benefits |                |            |
| Supplies              |                |            |

| Equipment<br>(Please Itemize) |              |  |
|-------------------------------|--------------|--|
|                               |              |  |
|                               |              |  |
|                               |              |  |
| Other (Please Specify)        |              |  |
|                               |              |  |
|                               | <b>Total</b> |  |

**ATTACHMENT J. 5**  
**BUDGET PACKAGE**  
**Page 2 of 2**

**BUDGET NARRATIVE**

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

**1. Personnel:**

| <b>Position Title</b> | <b>Functions</b> | <b>Certification/<br/>Licensure (if any)</b> | <b>% of<br/>Time/FTEs</b> |
|-----------------------|------------------|--|---------------------------|
|                       |                  |  |                           |
|                       |                  |  |                           |
|                       |                  |  |                           |
|                       |                  |  |                           |
|                       |                  |  |                           |

**2. Supplies:**

**3. Equipment:**

**4. Other**

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
**Office of the Chief Financial Officer**  
**Office of Tax and Revenue**



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

**Date**

**Authorized Agent**  
**Name of Organization/Entity**  
**Business Address (include zip code)**  
**Business Phone Number**

**Authorized Agent**  
**Principal Officer Name and Title**  
**Square and Lot Information**  
**Federal Identification Number**  
**Contract Number**  
**Unemployment Insurance Account No.**

I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue to release my tax information to an authorized representative of the District of Columbia agency with which I am seeking to enter into a contractual relationship. I understand that the information released will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization.

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia. The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities.

**Signature of Authorizing Agent**

**Title**

The penalty for making false statement is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code §47-4106.



## LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-18, (D.C. Official Code §§2-220.01-.11) became effective June 9, 2006. It provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employees wages no less than the current living wage rate.

**Effective January 1, 2008, the living wage rate is \$12.10 per hour.**

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

"Affiliated employee" means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

**Exemptions** – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;
7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;
8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code §44-501); and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

## **Enforcement**

The Department of Employment Services (DOES) and the D.C. Office of Contracting and Procurement (OCP) share monitoring responsibilities.

If you learn that a contractor subject to this law is not paying at least the current living wage you should report it to the Contracting Officer.

If you believe that your employer is subject to this law and is not paying you at least the current living wage, you may file a complaint with the DOES Office of Wage – Hour, located at 64 New York Ave., NE, Room 3105, (202) 671-1880.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

**Please note:** *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*