



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

April 11, 2011

**REQUEST FOR PROPOSAL (RFP) BEHAVIORAL SAFETY
TRAIN-THE-TRAINER SUPPORT SERVICES SOLICITATION AMENDMENT NUMBER 2**

TO PROSPECTIVE OFFERORS:

The Department of Mental Health (DMH) Request for Proposal (RFP) Solicitation RM-11-RFP-064-BY0-BST-OF has been amended with the following Questions and Answers:

No:	RFP Section	QUESTIONS
1		Sections C6.1 and C6.2 discuss the transfer of copyright to DMH. The manuals developed by the "Prospective Vendor" are themselves copyrighted. Does this section mean that the "Prospective Vendor" transfer the copyright of the material the "Prospective Vendor" use for all programs in the US, Canada, Australia, and the European Union to DMH? If not, does this mean that specific forms, training materials, etc. that are developed unique to DMH and not used anywhere else are assigned to DMH?
DMH RESPONSE: In reference to Section C.6.1 and C.6.2 (the Transfer of Copyright to DMH) there is a need to obtain specific forms and training materials developed unique to the Department of Mental Health (DMH) to be assigned to DMH.		
No:	RFP Section	QUESTIONS
1		Schedule B – Pricing Schedule – contains line items not applicable to our program. For instance, our charge for certification is an all inclusive cost, with no trainer certification fee (contract line item 004) and no hourly cost (contract line item 001);
DMH RESPONSE: The Request for Proposal (RFP) allows for the Prospective Offerors to include in the "Technical" and "Pricing" proposal information detailing the business pricing schedules for Train-the-Trainer services. There is a need to ensure that the instructions of the Solicitation are followed completely.		
No:	RFP Section	QUESTIONS
1		In looking at the RFP, it appears "Saint Elizabeths Hospital (SEH) want 10 people certified to provide training to staff at the hospital, and this training would include both a five day (which is what our program is) train the trainer program and one additional day of Advanced training, which would include the use of IM injections, seclusion, and mechanical restraints. If this is correct, our Advanced training is 3 days, not 5 days. The "Prospective Vendor" does offer a one day training program that does teach some of the above referenced skills, but if it is required that staff be able to address the use of all advanced techniques, it will require more than one day. Please advise the "Prospective Vendor" as to the scope of interventions required in the Advanced program.

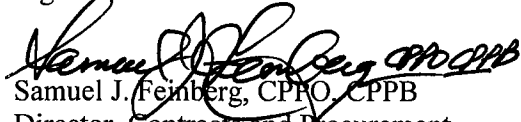
DMH RESPONSE: DMH Saint Elizabeths Hospital has extended some Contract Line Item Numbers (CLIN) on Schedule B along with eliminating some others as follows: B.1 Base Year as follows: CLIN 0001: 40 hours (Not-to-Exceed), CLIN 0003: Eliminated and CLIN: 0004 change to CLIN 0003: 8 hours (Not-To-Exceed).

RFP Solicitation Amended Closed Date: April 18, 2011 @ 2:00 PM – included in this Amendment is pages 1 through 9 of a 58 page RFP Solicitation: Please find attached Section A: Cover Page; the revised Section B: Pricing Schedule (Attachment One) and Section C: Scope of Work (Attachment Two) that eliminates Section B: Pricing Schedule and Section C: Scope of Work issued on March 31, 2011 in its entirety.

**ALL OTHER TERMS AND CONDITIONS OF THE
REQUEST FOR PROPOSALS (RFP) REMAIN UNCHANGED.**

Only one copy of this amendment is being sent to potential Offerors. Offerors shall sign below and attach a signed copy of this amendment to each submission specified for receipt of the RFP Bids. Bids shall be mailed or delivered in accordance with the instructions provided in the original RFP. In the event your Bid has been previously deposited with the Department of Mental Health, Contracts and Procurement Administration (DMH/CPA), submit this signed Amendment in a sealed envelope, identified on the outside by the RFP number and submission date. This signed Amendment must be received by the DMH/CPA no later than the date and time for closing. Failure to acknowledge receipt of Amendment Two (2) for Solicitation Number No.: **REQUEST FOR PROPOSAL (RFP) BEHAVIORAL SAFETY TRAIN-THE-TRAINER SUPPORT SERVICES RM-11-RFP-064-BY0-BST-OF** may be cause for rejection of any Proposal submitted in response to the subject RFP.

Signed:


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

Amendment Number Two (2) is hereby acknowledged and is considered a part of the RFP for Solicitation Number: **RM-11-RFP-064-BY0-BST-OF**.

Signature of Authorized Representative

Date

Title of Authorized Representative

Print or Type Name of Firm

All Correspondence or inquiries related to this Solicitation or any modifications shall be addressed to: Samuel J. Feinberg, CPPO, CPPB,
Director, Contracts and Procurement, Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue – 4th Floor Washington, DC 20002
Email: Samuel.feinberg@dc.gov

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE NE, 4th FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 58
		3. CONTRACT NUMBER:
		4. SOLICITATION NUMBER: RM-11-RFP-064-BY0-BST-OF
		5. DATE ISSUED: Date of Award / /
		6. OPENING/CLOSING TIME: March 31,2011/April 18, 2011 @ 2:00 PM
7. TYPE OF SOLICITATION: <input type="checkbox"/> SEALED PROPOSAL <input checked="" type="checkbox"/> NEGOTIATION (RFP)	8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED PROPOSAL SOLICITATION "OFFER AND CONTRACTOR" MEANS "PROPOSAL AND PROPOSALDER"		

10. INFORMATION CALL	NAME: Samuel J Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E.MAIL ADDRESS: Samuel.Feinberg@dc.gov
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(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
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OFFER (TO BE COMPLETED BY CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **180** calendar days (unless a different period is inserted by Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DMH under "AWARD" below, this offer and the provisions of the RFQ/RFQ shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the DMH)

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

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

(ATTACHMENT ONE)

SECTION B

SUPPLIES OR SERVICES AND PRICE

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B.4	PRICING SCHEDULE	4

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 PURPOSE OF SOLICITATION

The Department of Mental Health, Saint Elizabeths Hospital, seeks a qualified vendor to provide consultative and technical assistance services in support of training refinements to its Training Services that address the specific findings and requirements in the Settlement Agreement the District signed with the United States Department of Justice. Specifically, the vendor would provide state of the art behavioral safety training train-the-trainer classes.

B.2 CONTRACT TYPE

The District of Columbia Department of Mental Health Contracts and Procurement Administration shall execute a Base Year (Date of Award through 365 Days) Labor Hour Contract without Option Periods. See Section F.1

B.3 ORDERING PROCEDURES

Delivery or performance shall be made only as authorized by orders issued in accordance with ordering instructions from the District. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule C as agreed upon in the contract. There is no limit on the number of orders that may be issued; The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of performance of this Contract and not completed within that period of performance shall be completed by the Contractor within the time specified in the order. The Contract shall govern the Contractor's and District's rights and obligations with respect to that order to the some extent as if the order were completed during the Contract's effective period; provided that the Contractor shall not be required to make any deliveries under this contract after the Contract expiration date.

SCHEDULE B – PRICING SCHEDULE

B.1 BASE YEAR

CONTRACT LINE ITEM NO.: (CLIN)	ITEM DESCRIPTION	QUANTITY	UNIT	UNIT PRICE	TOTAL PRICE
0001	Behavioral Safety Train-the Trainer Basic cost (without advanced modules) for 10 trainees	40 (Not-to-exceed)	hours	\$	\$
0002	Certification Training fee for 10 trainees	10	each	\$	\$
0003	Behavioral Safety Train-the-Trainer Advanced Modules cost for 10 trainees	8 (Not-to-exceed)	hours	\$	\$
GRAND TOTAL					\$

Print Name of Contractor

Print Name of Authorized Person

Signature of Authorized Principal

Title

Date

**(ATTACHMENT TWO)
SECTION C**

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

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SECTION C

DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

Behavioral Safety Training

C.1 SCOPE

The Department of Mental Health, Saint Elizabeths Hospital, seeks a qualified vendor to provide consultative and technical assistance services in support of training refinements to its Training Services that address the specific findings and requirements in the Settlement Agreement the District signed with the United States Department of Justice. Specifically, the vendor would provide state of the art behavioral safety training train-the-trainer classes.

C.2 BACKGROUND

Effective June 25, 2007, the District of Columbia entered into a Settlement Agreement with the United States Department of Justice related to the provision of treatment and services for individuals at Saint Elizabeths Hospital. The Settlement Agreement (SA) addressed issues in Psychology, Psychiatry, Social Work, Nursing, Training, and a host of other departments. Regarding Training, chiefly the SA requires the Hospital to develop, document, implement, monitor, and provide training that generally supports improved clinical care and treatment.

In the most recent site visit, experts from DOJ noted the rising number of violent incidents at the hospital and recommended replacing existing training on nonviolent crisis intervention with an approach that places more emphasis on prevention and teaching staff the skills they need to safely, humanely, and respectfully treat individuals in care who sometimes exhibit violent or otherwise challenging behaviors.

Beginning in 2008, Saint Elizabeths Hospital implemented an individualized integrated, recovery oriented treatment structure to meet the requirements of the SA and has complied with many requirements. However, on January 5, 2011, the United States Department of Justice noted the following concern with Training Services including staff skill in preventing behavioral crisis, ability to intervene without the use of restraints, and staff's ability to use effective behavior de-escalating procedures that are safe for both the individual in care and staff person.

C.3 REQUIREMENTS

The Department of Mental Health, Saint Elizabeths Hospital seeks a qualified vendor to provide consultative and technical assistance in support of staff skill development in behavioral training refinements to its Training Services that address the specific findings and recommendations made by the experts retained by the United States Department of Justice.

The services shall include:

- C.3.1 Classroom, face-to-face training must occur at the Hospital during 8:30 AM to 5 PM Mondays through Fridays and must include role-playing.
- C.3.2 This training includes train-the-trainer coaching and mentoring which comprises of two sections: Basic and Advanced training;
- C.3.3 Basic training includes various modules included but not limited to behavioral support interventions, including incident prevention, incident minimization, incident management and physical safety, physical management, and post-incident procedures. The Vendor must provide detailed information about preventive management.
- C.3.4 Basic training should not exceed 40 hours.
- C.3.5 Vendor must provide a list of topics and description of all coursework that will be provided in the Basic training.
- C.3.6 Advanced training includes various modules included but not limited to management of very dangerous individuals, floor holds (supine only), intramuscular injection during holds, prevention and management of fights and seclusion.
- C.3.7 Advanced training should not exceed 8 hours
- C.3.8 Vendor must provide a list of topics and description of all coursework that will be provided in the Advanced training module.
- C.3.9 The vendor must describe the type of tool/forms that they will be using for this training. Vendor may use any unique forms or tools or develop new forms/tools for this training. Vendor must provide a curriculum or tool that meets the needs of the Hospital and the types of individuals in care that we treat.
- C.3.10 Training all 10 staff around preparation for and presentation of key skills and information to train staff on how to improve cooperation, prevent and manage bullying, restraint prevention, and show staff how to integrate safety procedures into treatment plans.
- C.3.11 Upon completion of this course, all 10 staff must be certified to train all clinical staff at the hospital using this curriculum.
- C.3.12 Hospital will provide 10 staff who have been trained in non-violence prevention previously and who have at least 2 years of experience providing educational or clinical care to individuals in care
- C.3.13 Provide detailed information around training, including description of content, number of hours of training, type of training and names of participants;

C.3.14 Development and/or refinement of procedures, processes, practices, forms, tools and training materials related to assessments conducted for reducing the rate of violent incidents.

C.3.15 The Hospital will not be paying the vendor for travel, accommodations nor meals.

C.4 VENDOR QUALIFICATIONS

Only qualified vendors shall respond to this solicitation. A qualified vendor shall possess the following credentials, skills and experience.

For Training Consultant Services, a qualified vendor shall:

- 1) Possess a certified or state approved behavioral safety training program for working with behaviorally challenging individuals;
- 2) Demonstrate significant experience in behavioral training for individuals with severe and persistent mental illness; and
- 3) Possess familiarity with the United States Department of Justice Settlement Agreement or Consent Decree process.

C.5 CONFIDENTIALITY

C.5.1 The Contractor shall maintain the confidentiality and privacy of all identifying information concerning DMH clients in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract. Information acquired during this consultation shall not be shared with the United States Department of Justice, any related entity, its consultants or other parties to the Agreement without prior written consent of the Hospital.

C.6 RIGHTS IN DATA

C.6.1 Any data and product first produced in the performance of this contract shall be the sole property of the DMH. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for DMH under this contract are works made for hire and are the sole property of DMH; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor hereby transfers and assigns to DMH ownership of copyright in such works, whether published or unpublished.

C.6.2 The Contractor agrees to give DMH assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of DMH at such time as to review the intent to release such data to the public. DMH shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.

C.7 STANDARD OF PERFORMANCE

C.7.1 Contractor shall at all time, act in good faith and in the best interests of the DMH, use its best efforts and exercise all due care and sound business judgment in performing its duties under this contract. Contractor shall at all times, comply with DMH operational policies, procedures and directives while performing the duties specified in this contract.

C.8 ADVERTISING AND PUBLICITY

C.8.1 Unless granted prior, express, written authority by the Contracting Officer, Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that the DMH endorses, recommends or prefers Contractor's services; shall not use the DMH's logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

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