

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DMH) CONTRACTS AND PROCUREMENT SERVICES (CPS) 64 NEW YORK AVENUE, NE, 2ND FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 to 83
	3. CONTRACT NUMBER:
	4. SOLICITATION NUMBER: RM-13-HCA-ICRF-000-BY4-SC
	5. DATE RELEASED: December 5, 2012
	6. OPENING/CLOSING TIME: December 5, 2012/Tuesday, January 15, 2013 @3:00pm(EST)
	7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP) <input checked="" type="checkbox"/> HUMAN CARE AGREEMENT (HCA)

NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

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

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

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

AWARD (To be completed by the DMH)

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

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: HUMAN CARE SERVICES AND SERVICE RATES

B.1 PURPOSE OF CONTRACT/CONTRACT TYPE

The Government of the District of Columbia, Department of Mental Health (DMH or the District) intends to award a Human Care Agreement with _____ an Independent Community Residential Facility (ICRF) Operator, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). The use of the term “Contract” in this document refers to a Human Care Agreement that has been awarded by the District. The terms Provider and Contractor are used interchangeably. In addition, this Contract shall provide for a higher level of care to individuals with LOCUS scores above 4 who require mental health supports and services beyond what is required for people living in this type of residential setting.

DMH intends to make multiple awards of this Human Care Agreement.

B.2 ORDERING PROCEDURES

B.2.1 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.

B.3 SERVICE RATES

The rate of payment for services rendered in accordance with a Purchase Order shall be at the rate contained in Section B.4, Pricing Schedules, which have been established by MAA and set forth in Title 22-A DCMR Chapter 58 and are subject to the requirements of that chapter. The total units of any service ordered by DMH and provided to any DMH Consumer shall be subject to clinical or medical necessity as well as any authorization and benefit limitations established in the Mental Health Rehabilitation Services Provider Certifications Standards (“Certification Standards”) as set forth in 22 DCMR Chapter 34, and limited as set forth therein. Provider shall not charge the Consumer any co-payment, cost-sharing or similar charge.

B.4 SCHEDULE B - PRICING SCHEDULE

B.4.1 Pricing Schedule - Base Year

(A)	(B)	(C)	(D)	(E)
CLIN	Services	# of Consumers	Unit	Extended Price
0001	Supportive Services Independent Community Residential Facility (ICRF)	_____	\$10.00 per day	_____

B.4.2 Pricing Schedule - Option Year One

(A)	(B)	(C)	(D)	(E)
CLIN	Services	# of Consumers	Unit	Extended Price
0001	Supportive Services Independent Community Residential Facility (ICRF)	_____	\$10.00 per day	_____

B.4.3 Pricing Schedule - Option Year Two

(A)	(B)	(C)	(D)	(E)
CLIN	Services	# of Consumers	Unit	Extended Price
0001	Supportive Services Independent Community Residential Facility (ICRF)	_____	\$10.00 per day	_____

Print Name of Contractor

Print Name of Person Authorized to Sign

Title

Signature of Person Authorized to Sign

Date

B.4.4 Pricing Schedule – Option Year Three

(A)	(B)	(C)	(D)	(E)
CLIN	Services	# of Consumers	Unit	Extended Price
0001	Supportive Services Independent Community Residential Facility (ICRF)	_____	\$10.00 per day	_____

B.4.5 Pricing Schedule - Option Year Four

(A)	(B)	(C)	(D)	(E)
CLIN	Services	# of Consumers	Unit	Extended Price
0001	Supportive Services Independent Community Residential Facility (ICRF)	_____	\$10.00 per day	_____

Print Name of Contractor

Print Name of Person Authorized to Sign

Title

Signature of Person Authorized to Sign

Date

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

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

Licensed Independent Community Residential Facility (ICRF) Providers (Operators) shall provide Low to Moderate level of Intensive Supports and Services to Consumers referred to Operators and ordered by DMH by means of a Purchase Order issued under this Human Care Agreement (HCA).

C.2 DEFINITIONS

C.2.1 CLIN - Contract Line Item Number

C.2.2 CMS - the Center for Medicare and Medicaid Services formerly the Health Care Financing Administration (HCFA)

C.2.3 Certification - the written authorization from DMH allowing an entity to provide specified mental health services and mental health supports.

C.2.4 Community Support - rehabilitation and environmental support considered essential to assist a Consumer in achieving rehabilitation and recovery goals. Community support services focus on building and maintaining a therapeutic relationship with the Consumer. Community Support is a core service. 22A DCMR § 3499.1

C.2.5 Consumer - Adults, children, or youth who seek or receive mental health services or mental health supports funded or regulated by DMH. D.C. Official Code § 7-1131.02 (2)

C.2.6 Core Services - the four categories of MHRS: Diagnostic/Assessment, Medication/Somatic Treatment, Counseling, and Community Support.

C.2.7 Core Services Agency (CSA) – A community-based provider of mental health services and mental health supports that is certified by DMH and that acts as a clinical home for Consumers of mental health services by providing a single point of access and accountability for diagnostic assessment, medication-somatic treatment, counseling and psychotherapy, community support services, and access to other needed services. D.C. Official Code § 7-1131.02 (3). A CSA shall provide at least one core service directly and may provide up to three core services via contract with a subprovider or subcontractor. A CSA may provide specialty services directly if certified by DMH as a subprovider. However, a CSA shall also offer specialty services via an affiliation agreement with all specialty providers.

C.2.8 Counseling - individual, group, or family face-to-face services for symptom and behavior management, development, restoration, or enhancement of adaptive behaviors and skills, and enhancement or maintenance of daily living skills.

Mental health supports and consultation services provided to Consumer's families are reimbursable only when such services and supports are directed exclusively to the well-being and benefit of the Consumer. Counseling is a core service. 22A DCMR § 3499.1.

- C.2.9** Crisis/Emergency - face-to-face or telephone immediate response to an emergency situation involving a Consumer with mental illness or emotional disturbance that is available twenty-four (24) hours per day, seven (7) days per week. Crisis/Emergency services are provided to Consumers involved in active mental health crisis and consist of immediate response to evaluate and screen the presenting mental health situation, assist in immediate crisis stabilization and resolution and ensure the Consumer's access to mental health care at the appropriate level. Crisis/Emergency is a specialty service. 22A DCMR § 3499.1.
- C.2.10** DMH - means the District Department of Mental Health, the successor in interest to the District Commission on Mental Health Services.
- C.2.11** DMH Mental Health Rehabilitation Services (MHRS) Provider in Good Standing – A DMH MHRS Provider that has current facility licenses, as required; MHRS certification is current; up to date corrective action plans, if applicable; no outstanding notices of infractions; and a failure rate for audit results that is within acceptable limits.
- C.2.12** District State Medicaid Plan - the plan developed by the District, approved by HCFA (now known as CMS) and administered by the MAA, pursuant to District Code §1-359(b) and Title XIX of the Social Security Act as added July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*), as amended. The program operated in accordance with the District State Medicaid Plan is referred to as the "Medicaid" or "Medical Assistance" program.
- C.2.13** DSM-IV - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9)
- C.2.14** DCMR - District of Columbia Municipal Regulations
- C.2.15** Diagnostic/Assessment - Intensive clinical and functional evaluation of a Consumer's mental health condition that results in the issuance of a Diagnostic/Assessment report with recommendations for service delivery and may provide the basis for the development of the IRP. A Diagnostic/Assessment shall determine whether the Consumer is appropriate for and can benefit from MHRS, based upon the Consumer's diagnosis, presenting problems and recovery goals. Diagnostic/Assessment is a core service. 22A DCMR 3499.1
- C.2.16** Diagnostic/Assessment report - The report prepared by the Diagnostic/Assessment team that summarizes the results of the Diagnostic/Assessment service and include recommendations for service delivery. The Diagnostic/

Assessment report is used to initiate the IRP and, if necessary, the ISSP. 22A DCMR 3499.1

- C.2.17** Director/ACCO - DMH Director, Contracts and Procurement/Agency Chief Contracting Officer. See Section G.5, below. The term Director/ACCO and Contracting Officer are used interchangeably in this solicitation.
- C.2.18** FFP - Federal financial participation, the federal government's share of Medicaid expenditures made in connection with the provision of MHRS in accordance with the District of Columbia Medicaid program.
- C.2.19** Governing authority - the designated individuals or governing body legally responsible for conducting the affairs of the Provider.
- C.2.20** Human Care Agreement - the written agreement entered into by the DMH-certified MHRS provider and DMH which describes how the parties shall work together. 22A DCMR § 3499.1.
- C.2.21** Individual Recovery Plan (IRP) - An individualized recovery plan for adult Consumers, which is the result of the Diagnostic/Assessment. The IRP is maintained by the Consumer's CSA. The IRP includes the Consumer's treatment goals, strengths, challenges, objectives, and interventions. The IRP is based on the Consumer's identified needs as reflected by the Diagnostic/Assessment, the Consumer's expressed needs, and referral information. The IRP shall include a statement of the specific, individualized objectives of each intervention, a description of the interventions, and specify the frequency, duration, and scope of each intervention activity. The IRP also includes the ISSP developed by Sub-providers and Specialty providers involved in providing services to the Consumer. The IRP is the authorization of treatment, based upon certification that MHRS are medically necessary by an approving practitioner. 22A DCMR 3499.1.
- C.2.22** Individualized Service Specific Plan (ISSP) - The individualized service specific plan developed by an MHRS provider providing Medication/Somatic Treatment, Counseling and Psychotherapy, Community Support, Rehabilitation, Intensive Day Treatment, CBI, or ACT. (See 22A DCMR 3499.1). The ISSP shall be consistent with the IRP and specify the qualified practitioner designated to deliver the MHRS, and the frequency, duration, and scope of the MHRS. 22A DCMR 3499.1.
- C.2.23** Licensure/Certification Application - the application and supporting materials prepared and submitted to the District requesting licensure certification to provide certain mental health services and mental health supports.
- C.2.24** Mental Health Rehabilitative Services (MHRS) - Mental health rehabilitative or palliative services provided by a DMH-certified community mental health provider to Consumers in accordance with the District of Columbia State

Medicaid Plan, the MAA/DMH Interagency Agreement, and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1.

- C.2.25** MAA - the District of Columbia, Department of Health, Medical Assistance Administration.
- C.2.26** Medicaid or Medical Assistance - the program described in the District State Medicaid Plan, approved by HCFA and administered by the MAA pursuant to District Code § 1-359(b) and Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. § 1396a *et seq.*).
- C.2.27** Mental illness - means a substantial disorder of thought, mood, perception, orientation, or memory that grossly impairs judgment, behavior, capacity to recognize reality, or ability to meet the ordinary demands of life.
- C.2.28** MMCP - Medicaid Managed Care Plan. A MMCP is a health maintenance organization and/or qualified health plan that provides healthcare to specified Medical Assistance recipients enrolled in the District Managed Care Program.
- C.2.29** Provider - an individual or organization licensed and/or certified by DMH to provide mental health services and mental health supports. Operator is also used in this Agreement to refer to the entity to which a Human Care Agreement has been awarded.
- C.2.30** Rehabilitation/Day Services - a structured, clinical program intended to develop skills and foster social role integration through a range of social, psycho-educational, behavioral, and cognitive mental health interventions. Rehabilitation/Day Services are curriculum-driven and psycho-educational and assist the Consumer in the retention, or restoration of community living, socialization, and adaptive skills. Rehabilitation Day Services include cognitive behavioral interventions and diagnostic, psychiatric, rehabilitative, psychosocial, counseling, and adjunctive treatment. Rehabilitation/Day Services are offered most often in group settings. Rehabilitation/Day Services is a specialty service. 22A DCMR § 3499.1.
- C.2.31** Specialty Provider - a Provider or individual certified by the Department to provide Specialty Services either directly or through contract. Each Specialty Provider shall enter into an Affiliation Agreement with all Core Services Agencies.
- C.2.32** Specialty Services - Assertive Community Treatment, Community-Based Intervention, Crisis Intervention/Emergency, Intensive Day Treatment and Rehabilitation.
- C.2.33** Subcontractor - a licensed independent practitioner qualified to provide MHRS in the District. A Subcontractor may provide one or more Core Service(s) under

contract with a Core Services Agency. A Subcontractor may also provide Specialty Service(s) under contract with a Specialty Provider.

- C.2.34** Subcontractor Agreement - an agreement in the form approved by the Department by and between an MHRS Provider and a Subcontractor that describes how they shall work together to benefit a Consumer.
- C.2.35** Subprovider - an entity certified by the Department to provide one or more Core Service(s) through an Affiliation Agreement with a Core Services Agency.
- C.2.36** Title XIX - Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*) as amended from time to time. Title XIX contains the federal requirements for the Medicaid program.

C.3 **APPLICABLE DOCUMENTS**

C.3.1 Providers shall at all times provide services in accordance with the following:

Item No.	Document Type	Title	Date
1	Order, <i>Dixon, et al. v. Fenty, et al.</i> , CA 74-285 (TFH)	Dixon Consent Order	12/12/03
2	20 U.S.C. §§ 1400 <i>et seq.</i>	Individuals with Disabilities Education Act (IDEA), as amended	2001
3	29 U.S.C. §§ 791 <i>et seq.</i>	Rehabilitation Act of 1973, Section 504, as amended	2001
4	42 U.S.C. §§ 1320d <i>et seq.</i> and 45 C.F.R. parts 160-164.	Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA), as amended, and its implementing regulations	2001
5	42 U.S.C. §§ 12101 <i>et seq.</i>	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001
6	D.C. Official Code §§ 2-301.01 <i>et seq.</i>	The Procurement Practices Act of 1985, as amended	2001
7	D.C. Official Code §§ 2-303.06a <i>et seq.</i> , and 27 DCMR §§ 1905 <i>et seq.</i>	The Human Care Contract Amendment Act of 2000, as amended, and its implementing regulations	2001
8	D.C. Official Code §§ 2-1402.11 <i>et seq.</i>	District of Columbia Human Rights Act of 1977, as amended	2001
9	D.C. Official Code Title VII, Chapter 11A	The Department of Mental Health Establishment Act, as amended	2001
10	D.C. Official Code Title VII, Chapter 12	Mental Health Information Act, as amended	2001
11	D.C. Official Code § 21-501 <i>et seq.</i>	Hospitalization of the Mentally Ill Act	2001

		(the Ervin Act)	
12	42 U.S.C. ch. 7, 42 C.F.R. Chapter IV, subchapter C, and 29 DCMR Chapters 9 and 52	Social Security Act, Title II, Chapter XIX, as amended, and its implementing regulations	2001
13	Chapter 34, Title 22A of the DCMR	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
14	Chapter 35, Title 16 of the DCMR	Mental Health Provider Certification Infractions	2005
15	Chapter 52 of Title 29, DCMR	Medicaid Reimbursement for Mental Health Rehabilitative Services	2005
16	Order, <i>Dixon, et al. v. Gray, et al.</i> , CA 74-285 (TFH)	Dixon Settlement Agreement	2011
17	Chapter 58 of Title 22A of the DCMR	Independent Community Residential Facility Support Services Reimbursement	2012
18	Chapter 31, Title 22 of the DCMR	Licensing Regulations for Mental Health Community Residence Facilities	1992
19	Chapter 38, Title 22 of the DCMR	Community Residence Facilities for Mentally Ill Persons	1995
20	D.C. Official Code § 44-1001.01 <i>et seq.</i>	Nursing Homes and Community Residence Facilities Protections	2005
	Any other statute, regulation or rule governing Medicaid, promulgated by the federal or District government, that applies to the provision of the services outlined in this Agreement.		

C.3.2 Access to Online Documents

C.3.2.1 The United States Code (U.S.C.) is available online on the website of the Government Printing Office, GPO Access, www.gpoaccess.gov/USCODE/index.html.

C.3.2.2 The D.C. Code is available online on the website of the Council of the District of Columbia, www.dccouncil.us.

C.3.2.3 The Code of Federal Regulations (C.F.R.) is available online on the website of the Government Printing Office, GPO Access, www.gpoaccess.gov/cfr/index.html.

C.3.2.4 The DCMR is available on the website of the Office of the Secretary of the District of Columbia, os.dc.gov, as is the D.C. Register, in which amendments to the DMCR are published.

C.4. LOCATION OF SERVICES

All Licensed Independent CRF facilities shall be located within the District of Columbia.

C.5 OPERATOR'S MINIMUM QUALIFICATIONS

C.5.1 Must complete a Request for Qualifications (RFQ);

C.5.2 Provide documentation to support **being a Operator in good standing** within the District of Columbia that authorized at a **minimum a similar number of Contracted Slots to be provided under the HCA;**

C.5.3 Have a Regular License as a Mental Health Community Residential Facility. **Operators with Restricted or Provisional licenses are not eligible to qualify.**

C.5.4 Must certify that Consumers with LOCUS Levels above 4 are residing within their facilities. Supporting documentation consists of the:

- a. Name;
- b. eCura number;
- c. social security number and LOCUS level of individuals for whom additional support is required; and
- d. local level score sheet that indicates that the consumer's Locus level is 4 or above is residing in the Independent CRF

C.5.5 Maintain a Certificate of Occupancy that authorized at least the number of contracted slots to be provided under the HCA;

C.5.6 Own or operate the facility or facilities that the Operator shall use to provide ICRF services;

C.5.7 Comply with contract monitoring and evaluation activities by DMH or its designee to verify billing or Consumers' need for a level of care requiring Supported Independent Living;

C.5.8 Maintain the staffing plan approved by DMH in awarding the Contract;

C.5.9 Maintain compliance with all responsibility criteria outlined in 27 DCMR § 2200.4, including but not limited to maintaining good standing with all District regulatory agencies, and have no outstanding debts to the District;

C.5.10 Have no record of false or fraudulent statements or conduct in dealing with the District;

- C.5.11** Maintain compliance with all applicable laws and regulations, including but not limited to those specified in Section C.3 of this HCA; and
- C.5.12** Staff employed by Operator to perform the functions necessary under this HCA shall meet all requirements outlined in the regulations governing the operation of Community Residential Facilities, including but not limited to those specified in Section C.3, above.

C.6 **OPERATOR'S SERVICE REQUIREMENTS**

- C.6.1** Provide structured supports to residents twenty-four (24) hours a day/7 days per week as required by their Individual Recovery Plan (IRP) developed by the Core Service Agency. This includes, but is not limited to:
- a. assistance in obtaining physical health services in collaboration with the individual's CSA as needed;
 - b. periodic one-to-one staff support
 - c. providing follow-up support to individuals on functional living skills training and support provided by CSA.
- C.6.2** Hands-on assistance with grooming, hygiene and functional living skills;
- C.6.3** Providing 1:1 supports during the course of the day for individuals not able to otherwise manage time alone (companion);
- C.6.4** Transporting or escorting consumer(s) who are not able to navigate the public transportation system to and from routine appointments, treatment planning meetings, social security, medical, church or other community based activities;
- C.6.5** Coordination, collaboration and planning by staff with CSAs and Providers. This includes the time spent attending treatment planning meetings as well as collaborations with others involved in the consumers care;
- C.6.6** Coordination of crisis and emergency services in accordance with the consumer's Crisis Emergency Plan;
- C.6.7** Participation in transition planning;
- C.6.8** Required to comply with contract monitoring and evaluation activities by DMH or its designee to verify billing or consumers' need for a level of care requiring placement in a Contracted Mental Health CRF. MHRS services are not billable services under this HCA. These services are provided by the consumer's assigned CSA.

- C.6.9** Operator shall perform the following services for Consumers:
- C.6.9.1** Provide housing units, either owned and operated by Contractor, or privately owned and operated and managed by the Operator, that maintain compliance with all requirements outlined in the standards for Supported Housing for Consumers outlined in Section C.3;
 - C.6.9.2** Make facility repairs as needed, in a timely manner;
 - C.6.9.3** Monitor Consumers' health and safety;
 - C.6.9.4** Monitor Consumers' behavior for issues that might lead to a medical and/or psychiatric crisis or emergency;
 - C.6.9.5** Special support services (*e.g.*, language, sight and mobility); and
 - C.6.9.6** Contractor shall ensure that services are responsive to the unique ethnic, racial and cultural needs of the Consumers served;
- C.6.10 Service Planning**
- C.6.10.1** Operator shall ensure that each Consumer has a current IRP and an ISSP that details the need for a Contracted CRF placement and the services that shall be provided. The ISSP shall include a description of the specific ICRF services and supports to be delivered to the Consumer, the criteria that shall be utilized to determine when the Consumer is ready for a less restrictive community placement, and the process that shall be used to make that determination in collaboration with the Consumer. The Operator shall collaborate with the Core Services Agency (CSA) to develop this section of the ISSP and to coordinate service delivery as documented in the person's IRP.
 - C.6.10.2** Recognizing that ICRF placements are not viewed as permanent living situations, and that the District's goal is to facilitate the integration of Consumers into Contracted CRFs within the community to the greatest degree possible while providing community services and supports through a comprehensive continuum of care on an individual, flexible recovery driven basis, the Contractor shall collaborate with the Consumer's CSA to develop and implement a Transition Plan that includes specific goals and objectives designed to assist the Consumer in obtaining the necessary skills to become more independent with the ability to live in a less restrictive environment within the community. The Transition Plan shall be jointly monitored monthly and shall be incorporated into the ISSP.

C.6.11 Cooperation with the District's Medicaid Managed Care Programs

C. 6.11.1 Provider shall cooperate with Medicaid Managed Care Plans (“MMCPs”) which enter into contracts with the MAA to provide Medicaid Services to Consumers participating the District's Medicaid managed care programs. The scope of that cooperation shall include, but not be limited to:

C. 6.11.1.1 Service delivery protocols;

C. 6.11.1.2 Quality assurance;

C. 6.11.1.3 Utilization review;

C. 6.11.1.4 Record-keeping and reporting;

C. 6.11.1.5 Clinical management and program coordination; and

C. 6.11.2 Other activities specified by DMH through memoranda of agreement with each MMCP and those identified in the contracts between the MAA and its MMCP's ("MAA/MMCP Contracts").

C. 6.11.3 Provider shall request that the Subproviders, Subcontractors and Specialty Providers with which Provider contracts provide the same scope of cooperation to the MMCP's.

C.6.12 Performance Indicators

C.6.12.1 The District shall assess Operator’s performance in meeting the requirements outlined in the HCA on at least an annual basis. The District shall pay particular attention to the following quality indicators:

C.6.12.2 ICRF provides in-home services in accordance with the Consumer’s IRP and ISSP to support Consumers’ transition an appropriate residential setting;

C.6.12.3 Contractor accepts referrals from a variety of sources including but not limited to inpatient psychiatric facilities, medical and rehabilitation facilities, jails and prisons, substance abuse and other residential treatment facilities, nursing homes, homeless (street, shelter) and across the DMH provider network;

C.6.13 Continuity of Care

C.6.13.1 Contractor participates on request in treatment planning meetings for Consumers to address housing-related issues;

C.6.13.2 Operator monitors and reports any noticeable changes in the medical, behavioral and psychiatric status of Consumers to the Consumer’s CSA.

- C.6.13.3** Contractor shall comply with DMH Policy 202.2B, Continuity of Care Practice Guidelines for Adult Mental Health Providers, CSA and ACT by having Providers ensure the following: If an adult Consumer enrolled with the CSA or in an ACT team is involuntarily hospitalized in a Community Hospital's Psychiatric Inpatient unit or at Saint Elizabeths Hospital, or becomes enrolled with a CSA or ACT Team prior to discharge from the inpatient facility, the CSA, or ACT Team if the Consumer is enrolled in ACT, is required to ensure that Consumer receives at least one non-crisis service in a non-emergency setting within seven (7) days of discharge from the Psychiatric Hospitalization to the community.
- C.6.13.4** In addition, Contractor shall ensure compliance that if the adult consumer is transferred from the original inpatient facility to another institutional setting (prison, nursing home, rehabilitation center, hospital medical unit or similar health care or correctional institution) on the same day or within twenty-four (24) hours of discharge, the CSA, ACT team or CBI Provider (as assigned) satisfied the requirement to ensure the Consumer receives at least one non-crisis service in a non-emergency setting within seven (7) days of discharge to the community from the final institutional setting.
- C.6.14** **Appropriateness of Care**
- C.6.14.1** Consumer's level of care meets the requirements for ICRF services based on the LOCUS score;
- C.6.14.2** Operator's services are consistent with the Consumer's IRP and described in detail in the ISSP;
- C.6.14.3** Operator, in collaboration with the CSA, develops and implements a Transition Plan that is jointly monitored monthly to ensure that the goal of moving Consumers toward contracted CRF is being actively pursued;
- C.6.14.4** Operator provides a plan to ensure that there is no duplication in billing for ICRF services provided as part of the Contractor's per-Consumer-per-day rate;
- C.6.14.5** Contractor develops and implements an annual training plan to ensure staff competency and cultural competency;
- C.6.15** **Quality of Care**
- C.6.15.1** Operator's facility meets licensure, occupancy, and other physical plant requirements;
- C.6.15.2** Operator's services are in alignment with the Consumer's IRP and ISSP.

C.6.15.3 Operator meets with Consumer on a regular basis to discuss housing and landlord-tenant issues and includes the Community Support Worker, as appropriate.

C.7 **ELIGIBILITY CRITERIA**

C.7.1 DMH shall require the Core Service Agency (CSA) to re-evaluate all consumers who are inappropriately placed in an Independent CRF to determine whether they meet the medical necessity criteria for a higher level of care using the Level of Care Utilization Scale (LOCUS).

C.7.2 Consumers who require a LOCUS Level 5 or LOCUS Level 6 level of residential support shall be transitioned to a Contracted CRF and/or provided with more intensive community-based services such as Assertive Community Treatment (ACT). LOCUS scores must be current within 180 days of the request for supplemental financial support.

C.7.3 Independent CRF operators shall only be paid the \$10.00 per day rate for Consumers with Locus Level scores above 4 that is current within a 180 day period. On day 181, a new Locus Level determination must be rendered in order for the operator to continue to receive payment for that individual

C.7.4 If a placement in a Contracted CRF is not available for these individuals, the DMH shall provide funding to support the delivery of services to maintain the consumer's stability within this environment. The Independent CRF shall be notified in writing within ten (10) days of the completion of the assessment of the specific date upon which the additional rate shall be provided.

C.8 **TRAINING**

C.8.1 Contractor shall develop and implement an Annual Training Plan to ensure staff effectiveness, efficiency and cultural competency.

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

SECTION D

PACKAGING AND MARKING

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PART I - THE SCHEDULE

SECTION D

PACKAGING AND MARKING

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.
[http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions_0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf) (Double Click on link)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

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INSPECTION AND ACCEPTANCE
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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

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http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf (Double click on link)

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SECTION F

DELIVERIES OR PERFORMANCE

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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.4. REPORTING AND DATA REQUIREMENTS

F.4.1 Provider shall provide such information as required by DMH, including but not limited to such information as necessary to achieve:

F.4.1.1 Timely and accurate eligibility and benefits determination;

F.4.1.2 Timely and accurate claims submission, posting and payment;

F.4.1.3 Comprehensive decision support for operational and administrative analysis;

F.4.1.4 Management and oversight of generally-accepted accounting principles, processes and reporting; and

F.4.1.5 Contract management, tracking and administration.

F.4.2 Provider shall report all unusual incidents in accordance with DMH laws and policies, including but not limited to DMH Policy 480.1.

F.4.3 Provider shall provide DMH with all information reasonably necessary to permit DMH to:

(a) Monitor and evaluate Provider's compliance with the terms of this Agreement including, but not limited to conducting Medicaid compliance reviews, ensuring quality, effectiveness and efficiency of services and ensuring the accuracy of claims submitted for reimbursement under this Agreement;

(b) Verify the costs of services, including all administrative, direct and indirect costs, are being properly computed;

(c) Verify the sources and amount of all income received by Provider for services provided under this Agreement and service similar to those provided under this Agreement;

(d) Investigate alleged misuse of funds provided under this Agreement; and

(e) Permit DMH to perform its duties under applicable requirements.

- F.4.4** Provider shall, at the direction of DMH, make available to DMH any and all information (oral, documentary, electronic, or any other format) necessary to satisfy any reporting obligations of DMH in *Dixon, et al. v. Gray, et al.*, CA 74-285 (TFH). Provider shall provide such information in the form required by DMH and within the timeframes required by DMH. Failure to provide timely and adequate information may subject the provider to any and all contractual remedies contained herein, including but not limited to suspension of payments to the provider until such time as the required information is produced.
- F.4.5** Provider shall not be required to provide proprietary information unless such information is required to be provided under applicable law.
- F.4.6** Except under circumstances provided herein, requested information shall be produced by Provider during ordinary business hours and DMH shall provide reasonable notice of the time and date of the visit.
- F.4.7** DMH may obtain immediate access to information without prior notice including access to staff, individual Consumer records and accounts, under any of the following circumstances:
- (a) Such information is reasonably related to allegations of abuse or neglect of a member being investigated by DMH of any other relevant party;
 - (b) To prevent imminent harm to Consumers;
 - (c) When DMH reasonably believes that immediate access is essential to prevent removal or destruction of property or records required to be maintained under this Agreement; or
 - (d) When DMH reasonably believes that there are substantial violations of Consumer rights because of actions of Provider.
- F.4.8** Upon request of DMH, Provider shall provide DMH with the most recent versions of the following documents:
- (a) Articles of Incorporation and By-Laws of the Provider;
 - (b) Evidence of certification as required under applicable requirements; and
 - (c) Risk Management procedures.
- F.4.9** Provider shall provide to DMH evidence of any change in its organizational structure, business or service address within ten (10) days of such change.
- F.4.10** Consistent with the contractual remedies provided for in this Agreement, reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information or report listed below, or does not allow access in accordance with the terms of this

Agreement, except that reimbursement may only be suspended until such information is furnished or access to information is permitted:

- (a) Timely and accurate billing information, or any other information related to claims;
- (b) Any report required by this Agreement;
- (c) Evidence of insurance coverage required by this Agreement;
- (d) Claims shall be submitted in the specified electronic format.
- (e) Any reports required under the Certification Standards including, but not limited to audits required by 22 DCMR § 3411.9.

F.4.11 No reimbursement shall be withheld by DMH for failure to file a required report unless DMH has given Provider notice of DMH's intent to withhold reimbursement and a description of the overdue report. Written notice shall be given to Provider not less than ten (10) working days prior to the withholding of the reimbursement. Reimbursement shall only be suspended until such information is furnished or access is permitted unless there is some other basis for withholding reimbursement as provided for in this Agreement.

F.5 **CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM
REQUIRED SERVICES**

E.5.1 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.

F.5.2 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.

F.5.3 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.

F.5.4 Therefore, in the case of non-performed work, the District:

F.5.4.1 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;

- F.5.4.2** 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;
- F.5.4.3** May, at its option, perform the services by District personnel or other means.
- F.5.5** In the case of unsatisfactory work, the District:
- F.5.5.1** 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;
- F.5.5.2** 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 F *****

SECTION G

CONTRACT ADMINISTRATION DATA

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PART I: THE SCHEDULE

SECTION G

CONTRACT ADMINISTRATION DATA

G.1 CONTRACT ADMINISTRATION

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office

Email: Samuel.feinberg@dc.gov

G.2 TYPE OF CONTRACT

This is a Human Care Agreement. The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DMH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this contract individuals working under this contract for Department of Mental Health (DMH) are not eligible to be paid for holidays and sick leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

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

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

G.3 **MODIFICATIONS**

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

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

Funds are not presently available for performance under this Contract beyond September 30, 2013. DMH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the DMH for any payment may arise for performance under this contract beyond September 30, 2013, until funds are made available to the Director, Contracts and Procurement/Agency Chief Contracting Officer for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

G.5 **DESIGNATION OF THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)**

G.5.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer shall designate a Contracting Officer's Technical Representative (COTR) who shall, among other duties relating to this contract, have direct responsibility to assign work to the Contractor, review the Contractor's performance during the term of this contract and make recommendations to the Director, Contracts and Procurement/Agency Chief Contracting Officer. The COTR shall also review, approve and sign all invoices prior to payment by DMH. The COTR for this procurement is:

LaRessa Poole, Director
Program and Policy Coordination
64 New York Avenue, NE, 3rd Floor
Washington, DC 20002
(202) 671-3107-Office
(202) 671-2971-Fax
Laressa.poole@dc.gov

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.

G.5.2 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.5.3 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.6 **SUBMISSION OF INVOICE**

The Contractor shall submit an original and three copies, if mailed, of the invoice to the Department of Mental Health, Accounts Payable Office at 64 New York Ave., NE, 4th Floor Washington, DC 20002 or e-mail to dmh.ap@dc.gov. The invoices shall include Contractor's name and address, invoice date, Contract number, Contract line items numbers (CLINS), description of the services, quantity, unit price and extended prices, terms of any prompt payment discounts offered, name and address of the official to whom payment is to be sent and the name, title and phone number of the person to be notified in the event of a defective invoice. Payment shall be made within Thirty (30) days after the COTR receives a proper and certified invoice from DMH Accounts Payable of the Contractor's Invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

G.7 **CERTIFICATION OF INVOICE**

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

G.8 **PAYMENT**

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

G.9 **RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in contractor's

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

G.10 **ASSIGNMENTS**

G.10.1 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.10.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.10.3 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.11 **DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)**

Contracts may be entered into and signed on behalf of the District Government only by Contracting Officers. The address and telephone number of the Contracting Officer is:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
Telephone: 202-671-3188
Fax: 202-671-3395

Email: Samuel.Feinberg@dc.gov

G.12 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

G.12.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this contract.

G.12.2 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.12.3 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.

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

SECTION H
SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/Agency Chief Contracting Officer shall be in an amount of \$100 per day where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2081 Revision No. 12, dated 6/13/2012, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this Agreement. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.3 AUDITS, RECORDS, AND RECORD RETENTION

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

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

- H.3.2 The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.
- H.3.3 The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of five (5) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- H.3.4 The Contractor shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Director/ACCO.
- H.3.5 Persons duly authorized by the Director/ACCO shall have full access to and the right to examine any of the Contractor's contract and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.
- H.3.6 The Contractor shall include these aforementioned audit and record keeping requirements in all approved subcontracts and assignments.
- H.3.7 The provisions of this clause govern in preference to the provisions of Clause 18, Examination and Retention of Records, in the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, to the extent of any inconsistency.

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**

H.5.1 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 The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

H.6 **PRIVACY COMPLIANCE**

(1) Definitions

- (a) “Business Associate” shall mean the Provider.
- (b) “Covered Entity” shall mean Department of Mental Health.
- (c) “Designated Record Set” shall mean:
 - 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" 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" shall mean limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) "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" 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 to be determined, 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 to be determined.
- (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 to be determined, 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 to be determined, 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 this Agreement, provided that such use or disclosure would not violate the Privacy Rules if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

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

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

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

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

(4) Obligations of Covered Entity

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

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

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

(5) Permissible Requests by Covered Entity

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

(6) Term and Termination

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

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

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to

Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

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

(7) Miscellaneous

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

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

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

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

H.7 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

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

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

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

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

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

118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

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

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

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

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.10 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.11 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 otherwise specified in this Agreement, 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.

H.12 **MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)**

H.12.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.12.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.12.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.12.1 and H.12.1.2.

H.12.1.1 **Subcontracting Plan**

H.12.1.1.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.12.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.12.1.1.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.12.1.1.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;

H.12.1.1.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;

- H.12.1.1.5 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan, and a description of the duties of the individual;
- H.12.1.1.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.12.1.1.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.12.1.1.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO, and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.12.1.1.9 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.12.1.1.10A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.12.1.2 **Subcontracting plan Compliance Reporting**
- H.12.2.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:
- H.14.2 The dollar amount of the Contact or procurement;
- H.14.3 A brief description of the goods procured or the services contracted for;
- H.14.4 The name of the business enterprise from which the goods were procured or services contracted;

- H.14.5 Whether the subcontractors to the Contract are certified business enterprises;
- H.14.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.14.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.14.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.15 **Enforcement and Penalties for Breach of Subcontracting Plan**
- H.15.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.
- H.15.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.15.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

END OF SECTION H

SECTION I
CONTRACT CLAUSES
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SECTION I: CONTRACT CLAUSES

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

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.2), 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 **RESERVE FOR FUTURE USE**

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 **CONTINUITY OF SERVICES**

I.9.1 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.9.1.1 Furnish phase-out, phase-in (transition) training; and

I.9.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.10 **INSURANCE**

I.10.1 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.10.2 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.10.3 Property Damage: The Contractor shall carry property damage insurance of a least (\$20,000) per occurrence.

I.10.4 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.10.5 Employer's Liability: The Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.

I.10.6 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.10.7 Professional Liability: The Contractor shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.

I.10.8 Provider shall have or obtain and maintain throughout the term of this Agreement medical malpractice insurance of not less than one million dollars (\$1,000,000) for individual incidents and three million dollars (\$3,000,000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Agreement. Provider shall purchase a "tail" for the policy when: (a) Provider cancels or fails to renew the policy, or (b) this Agreement expires, whichever occurs first. Failure to maintain the malpractice insurance at any time during the term of this Agreement shall constitute default. A copy of all correspondence between the Provider and its malpractice insurer shall be sent to DMH.

I.10.9 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.11 **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.12 **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.13 **NOTICE**

I.13.1 Any notice required pursuant to this Agreement shall be in writing and shall be deemed to have been delivered and given for all purposes:

- I.13.1.1** On the delivery date if delivered by confirmed fax;
- I.13.1.2** On the delivery date if delivered personally to the party to whom the notice is addressed;
- I.13.1.3** One (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or
- I.13.1.4** Five (5) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested, postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

I-14 **SUSPENSION OF WORK**

- I-14.1** The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption, and the contract modified in writing accordingly.
- I-14.2** No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.
- I-14.3** A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director, Contracts and Procurement/Agency Chief Contracting Officer in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

I-15 **STOP WORK ORDER**

- I-15.1** The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all,

or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor, and for any further period to which the parties may agree.

I-15.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-2).

I-15.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both, and the contract shall be modified, in writing, accordingly.

I-15.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.

I-15.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I-15.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.16 **ORDER OF PRECEDENCE**

I.16.1 A conflict in language or any inconsistencies in this Agreement 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 Agreement that are incorporated by reference and are a part of the Agreement:

- I.16.1.1** Settlement Agreement dated February 16, 2012 in *Dixon, et al. v. Gray, et al.*, CA 74-285 (TFH)
- I.16.1.2** Wage Determination No. 05-2081, Rev. 12, dated 6/13/2012
- I.16.1.3** Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007
- I.16.1.4** Sections A through M of this Human Care Agreement RM-13-HCA-ICRF-000-BY2-SC
- I.16.1.5** Executed Medicaid Provider Agreement
- I.16.1.6** DMH Policies and Rule
- I.16.1.7** The Attachments contained in Section J
- I.16.1.8** Purchase Order(s) issued under this Agreement

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

SECTION J: LIST OF ATTACHMENTS

PART I: THE SCHEDULE

WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

- J-1 Settlement Agreement, William Dixon, et al. v Vincent C. Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement dated February 16, 2012)
<http://dmh1.dc.gov/node/222802>
- J-2 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (27 PAGES)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf
- J-3 Tax Certification Affidavit (1 PAGE)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf
- J-4 Equal Employment Opportunity (EEO) Policy Statement (6 PAGES)
http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf
- J-5 First Source Agreement (9 Pages)
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf)
- J-6 Wage Determination No. 2005-2081 (Revision 12) June 13, 2012 (10 PAGES)
<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=12>
- J-7 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) (2 PAGES)
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf>
- J.8 Department of Mental Health Policies and Rules <http://dmh1.dc.gov/node/240592>
- J.9 LOCUS Level of Care Description (SEE PAGES 51-52)

*** END OF SECTION J ***

ATTACHMENT J.9

LOCUS LEVEL OF CARE DESCRIPTIONS

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

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

Level Three:

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

Level Four:

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

Level Five:

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

Level Six:

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

SECTION K

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

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SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in _____

(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

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

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

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

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

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

K.7 ACKNOWLEDGMENT OF AMENDMENTS

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

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

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and four (4) copies of the written proposals shall be submitted in two parts, titled “Technical Proposal” and “Price Proposal”. Proposals shall be typewritten in 12 point Times New Roman font on 8.5” by 11” bond paper. Telephonic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked “Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror”).

L.2.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. Offerors shall respond to each factor in a way that will 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 10 single-spaced pages. The District shall not consider any pages in excess of 10 pages to be a part of the Technical Proposal and will not review or evaluate such pages. Contractor shall address the following:

L.2.3.1.1 RESERVED

- L.2.3.1.2** The number of Consumers to be served;
- L.2.3.1.3** The number of facilities and locations where Consumers will reside;
- L.2.3.1.4** How services shall be coordinated with the Core Services Agency, including how the specific residential services and supports shall be integrated in the IRP and ISSP, including specific examples of the specific types of residential services and supports to be provided to Consumers living in the Mental Health CRF;
- L.2.3.1.5** RESERVED
- L.2.3.1.6** The approach that shall be used to develop a Transition Plan to ensure that the goal of moving Consumers to more independent living is being actively pursued and monitored monthly, including a description of the core components of the plan;
- L.2.3.1.7** RESERVED
- L.2.3.1.8** The approach that shall be used to engage and maintain the involvement of Consumers in planning and assessing the residential services to be provided;
- L.2.3.1.9** How the effectiveness of the services being provided shall be evaluated;
- L.2.3.1.10** If Applicant Agency is a Certified Mental Health Rehabilitation Service (MHRS) Provider, the approach that shall be used to ensure that billing for contracted mental health residential services is separate and distinct from MHRS, services, especially Community Support;
- L.2.3.1.11** RESERVED
- L.2.3.1.12** The approach that shall be used to ensure the timely billing of services rendered (by the 10th day of month following the end of the billing period);
- L.2.3.1.13** RESERVED
- L.2.3.1.14** The management strategies that shall be implemented to ensure compliance with the monthly reporting requirements; and
- L.2.3.1.1** RESERVED
- 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.3 of this solicitation, Tax Certification Affidavit

- L.2.3.2.3** Attachment J.4 of this solicitation, Equal Employment Opportunity (EEO) Policy Statement
- L.2.3.2.4** Attachment J.5 of this solicitation, First Source Employment Agreement
- L.2.3.2.5** Section K of this solicitation, Representations, Certifications and Other Statements of Offeror
- L.2.3.2.6** The names, address, phone numbers and e-mail addresses of no more than three (3) government agencies/points of contact for whom Offeror has provided the same or similar services in the last three (3) years. The District will contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)
- L.2.3.2.7** Any document required by Section C.5 and C.6 or Section L.19 of this solicitation.

L.2.4 **Price Proposal**

- L.2.4.1** Offerors shall complete Section B.4, Pricing Schedule. All costs reimbursable under MHRS shall be excluded from the Contractor's daily rate calculation.

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

L.3.1 **Proposal Submission**

Proposal must be submitted on or before TUESDAY, JANUARY 15, 2013 @3:00PM (EST) to the following address AND CLEARLY MARKED THAT IT IS A PROPOSAL WITH THE SOLICITATION NUMBER: RM-13-HCA-ICRF-000-BY2-SC

Government of the District of Columbia
Department of Mental Health
Contracting and Procurement Services
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement/Agency Chief Contracting Officer

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

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

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in **writing** to the **Contact Person identified in Section A, Page One, Item #10 of this solicitation**. The prospective Offeror shall submit questions no later than **seven (7) calendar days** prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than **seven (7) calendar days** before the

date set for submission of proposals. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any other prospective Offeror. Oral explanations or instructions given before the award of the contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Mental Health, 64 New York Avenue, N.E., 2nd 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 will have the right to duplicate, use, or disclose the data to the extent consistent with the District’s needs in the procurement process. This restriction does not limit the District’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets).”

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

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

L.7 PROPOSALS WITH OPTIONS YEARS

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

L.8 **PROPOSAL PROTESTS**

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

L.9 **SIGNING OF OFFERS**

The Offeror shall sign the Offer 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. The Offeror's solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. DMH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature (*e.g.* Section K.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.10 **UNNECESSARILY ELABORATE PROPOSALS**

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

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

L.14 CERTIFICATES OF INSURANCE

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Mental Health
Contract and Procurement Services
64 New York Avenue, N.E., 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 - Fax

L.15 ACKNOWLEDGMENT OF AMENDMENTS

Offerors shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the

acknowledgment by the date and time specified for receipt of Offers. An Offeror's failure to acknowledge an amendment may result in rejection of the Offer.

L.16 **BEST AND FINAL OFFERS**

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

L.17 **KEY PERSONNEL**

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

L.18 **ACCEPTANCE PERIOD**

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

L.19 **LEGAL STATUS OF CONTRACTOR**

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

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

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

L.20 **FAMILIARIZATION WITH CONDITIONS**

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

L.21 **STANDARDS OF RESPONSIBILITY**

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

L.21.1 Furnish evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.21.2 Furnish evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.21.3 Furnish evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

L.21.4 Furnish evidence of compliance with the applicable District licensing, tax laws and regulations.

L.21.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.

L.21.6 Furnish evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

L.21.7 Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.21.8 If the Offeror fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-responsibility based upon

available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the Offeror to be non-responsible.

L.22 **OPTIONAL PRE-PROPOSAL CONFERENCE**

L.22.1 The District shall conduct a Optional Pre-Proposal Conference on **THURSDAY, DECEMBER 13, 2012 @10AM** at the Department of Mental Health, 64 New York Avenue, N.E., 2nd floor, Conference Room **TBD**, 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 five (5) days prior to the date set for receipt of proposals. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation, and shall be issued as an Amendment to the solicitation.

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

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M: EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

M.3 TECHNICAL EVALUATION

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

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

M.3.3 Technical Evaluation Factors

M.3.3.1 TECHNICAL UNDERSTANDING OF THE REQUIREMENT AND TECHNICAL APPROACH (45 POINTS)

M.3.3.1.1 Offeror demonstrates a clear understanding of the DMH residential service delivery system including all relevant regulations, rules, and DMH policies.

M.3.3.1.2 Offeror demonstrates ability to provide structure supports to residents twenty-four (24) hours a day/seven (7) days per week as required by their Individual Recovery Plan (IRP) developed in concert with the Core Services Agency (CSA) to maintain the Consumers with Locus levels above 4 who are residing within their facilities. This includes, but is not limited to:

- a) assistance in obtaining physical health services in collaboration with the individual's CSA as needed;
- b) periodic one-to-one staff support;
- c) providing follow-up support to individuals on functional living skills training and support provided by CSAs; and
- d) transport or escort services.

M.3.3.1.3 Offeror demonstrates that staff is trained to provide services to mental health Consumers whose levels of care are appropriate for the residential services program.

M.3.3.1.4 Offeror demonstrates ability to coordinate services with the Core Services Agency (CSA) to ensure that the IRP and the ISSP detail the need for residential services and the services that shall be provided.

M.3.3.1.5 Offeror demonstrates the ability to develop a transition plan from the ICRF to a higher level of care with the Consumer and his or her CSA.

M.3.3.2 MANAGEMENT PLAN (20 POINTS)

M.3.3.2.1 Offeror demonstrates a thorough understanding of how the Community Residential Services program shall be organized, staffed and managed in accordance with the requirements contained in Schedule C.

M.3.3.2.2 Offeror demonstrates ability to meet DMH's monthly reporting requirements, as well as provide information to DMH staff within the requested timeframe including providing information no later than the close of the next business day if required to meet court deadlines or other legal requirements.

M.3.3.3 QUALITY IMPROVEMENT PLAN (10 POINTS)

M.3.3.3.1 Offeror demonstrates ongoing monitoring to transition Consumers who can live in a more independent residential setting or require a more restrictive residential setting.

M.3.3.3.2 Offeror demonstrates how a variety of sources, including but not limited to, Consumer satisfaction surveys, community service review results, performance improvement and quality indicators, and routine oversight and monitoring activities shall be used to assess Consumer satisfaction and overall program effectiveness.

M.3.3.4 PERSONNEL (15 POINTS)

M.3.3.4.1 Offeror possesses the organizational resources, capability and experience to provide the residential services program workforce and replacements, when needed, to deliver the support and services within the scope of work.

M.3.3.4.2 Offeror’s proposed staff demonstrates the expertise and qualifications to successfully accomplish the requirements outlined in Section C.

M.4 PAST PERFORMANCE EVALUATION (10 Points)

The District shall evaluate Offeror’s Past Performance in performing residential services programs or similar services for government agencies within the last three (3) years.

M.5 PRICE CRITERIA

CHAPTER 58 INDEPENDENT MENTAL HEALTH COMMUNITY RESIDENCE FACILITY SUPPORTIVE SERVICES - REIMBURSEMENT

PURPOSE

The establishment of a reimbursement rate shall allow the Department of Mental Health (Department) to contract with Independent Community Residence Facility (ICRF) operators who enter into a Human Care Agreement (HCA) with the Department to provide additional supportive services for specific consumers at an established rate.

Nothing in this chapter grants to an independent ICRF operator the right to reimbursement for costs of ICRF services. Eligibility for reimbursement for supportive services is determined solely by the HCA between the Department and the ICRF operator and is subject to the availability of appropriated funds.

REIMBURSEMENT RATE

The Independent CRF Supportive Services rate is as set forth below:

SERVICE	RATE	UNIT
Supportive Services (Independent CRF)	\$10.00	Daily

M.6 **PREFERENCE** **12 Points**

M.7 **TOTAL** **112 Points**

M.8 **PREFERENCE FOR SUBCONTRACTING TO OPEN MARKET SOLICITATIONS WITH NO LBE, DEB, RBO SUBCONTRACTING SET ASIDE**

A. Preference for Local Businesses, Disadvantaged Businesses, Resident Business Ownerships or Businesses Operation in an Enterprise Zone.

1. General Preferences

Under the provisions of D.C. Law 13-169, “Equal Opportunity for Local, Small, or Disadvantaged Business Enterprises Amendment Act of 2000” (the “Act”, as used in this section), the District shall apply preferences in evaluating offers from businesses that are local, disadvantaged, resident business ownership or located in an enterprise zone of the District of Columbia.

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

1. Four percent reduction in the bid price or the addition of four points on a 100-point scale for a local business enterprise (LBE) certified by the Local Business Opportunity Commission (LBOC);
2. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the LBOC;
3. Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident business ownership (RBO), as defined in Section 2 (a)(8A) of the Act, and certified by the LBOC; and
4. Two percent reduction in the bid price or the addition of two points on a 100-point scale for a business located in an enterprise zone, as defined in Section

2(5) of D.C. Law 12-268 and in 27 DCMR 899, 39 DCR 9087-9088 (December 4, 1992).

Any prime Contractor that is a LBE certified by the LBOC shall receive a four percent (4%) reduction in bid price for a bid submitted by the LBE in response to an Invitation for Bids (IFB) or the addition of four points on a 100-point scale added to the overall score for bids submitted by the LBE in response to a Request for Proposals (RFP).

Any prime Contractor that is a DBE certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to a RFP.

Any prime Contractor that is a RBO certified by the LBOC shall receive a three percent (3%) reduction in the bid price for a bid submitted by the RBO in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the RBO in response to a RFP.

Any prime Contractor that is a business enterprise located in an enterprise zone shall receive a two percent (2%) reduction in bid price for a bid submitted by such business enterprise in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by such business in response to a RFP.

B. Preferences for Subcontracting in Open Market Solicitations with No LBE, DBE, RBO Subcontracting Set Aside.

The preferences for subcontracting in open market solicitations where there is no LBE, DBE or RBO subcontracting set aside are as follows:

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

RBO or business located in an enterprise zone, for participation in the joint venture.

For Example:

If a non-certified prime Contractor subcontracts with a certified local business enterprise for a percentage of the work to be performed on an RFP, the calculation of the percentage points to be added during evaluation would be according to the following formula:

$$\frac{\text{Amount of Subcontract}}{\text{Amount of Contract}} \times 4^* = \text{Points Awarded for Evaluating LSDBE Subcontracting}$$

*Note: Equivalent of four (4) points on a 100 point scale

The maximum total preference under the act of this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to a RFP. Any prime Contractor receiving the full bid price reduction or point addition to its overall score for a particular preference shall not receive any additional bid price reduction or points for further participation on a subcontracting level for that particular preference.

However, the prime Contractor shall receive a further proportional bid price reduction or point addition on a different preference for participation on a subcontracting level for that different preference. For example, if a LBE prime Contractor receives the four percent bid price reduction or the equivalent of four points on a 100-point scale, the LBE prime Contractor does not receive a further price reduction or additional points if such Contractor proposes subcontracting with an LBE. However, if this same LBE prime Contractor proposes subcontracting with a DBE, the LBE prime Contractor receives a further proportional bid price reduction or point addition for the DBE participation on the subcontracting level.

C. Preferences for Open Market Solicitation with LBE, DBE or RBO Subcontracting Set Aside

If the solicitation is an open market solicitation with LBE, DBE or RBO subcontracting set-aside, the prime Contractor shall receive the LBE, DBE, or RBO preferences only if it is a certified LBE, DBE or RBO. There shall be no preference awarded for subcontracting by the prime Contractor with a LBE, DBE or RBO, even if the prime Contractor proposes LBE, DBE, or RBO subcontracting above the subcontracting levels required by the solicitation. However, the prime Contractor shall be entitled to the full preference for business

located in an enterprise zone if it is a business located in an enterprise zone or a proportional preference if the prime Contractor subcontracts with a business located in an enterprise zone.

The maximum total preference under the Act for this procurement is twelve percent (12%) for bids submitted in response to an IFB or the equivalent of twelve (12) points on a 100 point scale for proposals submitted in response to a RFP.

D. Preferences for Certified Joint Ventures Including Local or Disadvantaged Businesses or Resident Business Ownerships

When an LBOC-certified joint venture includes a local business enterprise (LBE), disadvantaged business enterprise (DBE) or a resident business ownership (RBO), and the LBE, DBE or RBO owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preference as if it were a certified LBE, DBE or RBO.

E. Preference for joint Ventures Including Businesses located in an Enterprise Zone

When a joint venture includes a business located in an enterprise zone, and such business located in an enterprise zone owns and controls at least fifty-one percent (51%) of the venture, the joint venture shall receive the preferences as if it were a business located in an enterprise zone.

1. Vendor Submission for Preferences

Any vendor seeking to receive preferences on this Contract must submit at the time of, and as part of its bid or proposal the following documentation, as applicable to the preference being sought:

(a) Evidence of the vendor's, sub Contractor's, or joint venture partner's certification or self-certification as a LBE, DBE, or RBO, to include either:

(1) A copy of all relevant letters of certification from the Local Business Opportunity Commission (LBOC); or

(2) A copy of the sworn notarized Self-Certification Form prescribed by the LBOC, along with an acknowledgement letter issued by the Director of the LBOC. Businesses with principal offices located outside of the District of Columbia must first be certified as LBEs before qualifying for self-certification.

2. Evidence that the vendor or any subcontractor is located in an enterprise zone.

In order for an Contractor to receive allowable preferences under this Contract, the Contractor must include the relevant information as described in subparagraphs (a) and (b) of this clause, as part of its proposal.

Refer to J.2.1 for the Self-Certification Package. In order to receive any preferences under this Contract, any vendor seeking self-certification must complete and submit the forms to:

Office of Local Business Development
ATTN: LSDBE Certification Program
441 Fourth Street, N.W., Suite 970N
Washington, DC 20001

All vendors are encouraged to contact the Local, Small and Disadvantaged Business Enterprises Certification Program at (202) 727-3900 if additional information is required on certification procedures and requirements.

Penalties for Misrepresentation

Any material misrepresentation on the sworn notarized self-certification form could result in termination of the contract, the Contractor's liability for civil and criminal action in accordance with the Act, D.C. Law 12-268, and other District laws, including debarment.

Local, Small, and Disadvantaged Business Enterprise Subcontracting

When a prime Contractor is certified by the Office of Local Business Development as a local, small or disadvantaged business or a resident business ownership, the prime Contractor shall perform at least fifty percent (50%) of the contracting effort, excluding the cost of materials, good, and supplies with its own organization resources, and if it subcontracts, fifty percent (50%) of the subcontracting effort, excluding the cost of materials, goods, and supplies shall be with certified local, small or disadvantaged business enterprises and resident business ownerships, unless a waiver is granted by the Contracting Officer, with prior approval and consent of the Director of the LBOC under the provisions of 27 DCMR 805, 39 DCR 5578-5580 (July 24, 1992).

By submitting a signed bid or proposal, the prime Contractor certifies that it shall comply with the requirements of paragraph (a) of this clause.

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