

**DISTRICT OF COLUMBIA, DEPARTMENT OF BEHAVIORAL HEALTH (DBH)
SOLICITATION, OFFER, AND AWARD
SECTION A**

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) OFFICE OF CONTRACTING AND PROCUREMENT (OCP) 64 NEW YORK AVENUE , NE, 2ND FLOOR WASHINGTON, DC 20002		2. PAGE OF PAGES: 1 of 90	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-16-HCA-CBI-000-XXX-BY4-SC	
		5. DATE ISSUED: MAY 11, 2015	
		6. REVIEW DEADLINE: FRIDAY, JUNE 10, 2016 @2:00PM (EST)	
7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATED (RFP) <input checked="" type="checkbox"/> HUMAN CARE AGREEMENT		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: Samuel J. Feinberg, CPPO, CPPB Cluster Health Services 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 DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the SOLICITATION for The Contractors and related documents numbered and dated):			AMENDMENT NO: <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>		DATE: <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div> <div style="border: 1px solid black; height: 20px; margin-bottom: 5px;"></div>	
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 DBH)

16. ACCEPTED AS TO THE FOLLOWING ITEMS:		17. AWARD AMOUNT:	
18. NAME OF CONTRACTING OFFICER: (TYPE OR PRINT) Samuel J. Feinberg, CPPO, CPPB Cluster Health Services 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 SOLICITATION/CONTRACT TYPE

The Government of the District of Columbia, Department of Behavioral Health (DBH or the District) contemplates making multiple awards from this Human Care Agreement (HCA) Solicitation. HCA awards shall be made to Eligible Mental Health Providers who have been CERTIFIED by DBH's Office of Accountability (OA) to provide Mental Health services and support utilizing a HCA. Eligible Mental Health Providers shall have achieved a status of being a Certified Mental Health Provider for DBH with an Active designation in Good Standing. 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) allows for the ability to be a Certified Mental Health Provider. 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.

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 Contract. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.

B.2.2 Delivery or performance shall be made by Provider only as authorized by Purchase Orders issued in accordance with the Ordering Clause.

B.2.3 There is no limit on the number of Purchase Orders that may be issued. The District may issue Purchase Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Purchase Orders as may be issued.

B.3 SERVICE RATES

The rate of payment for services rendered in accordance with a Purchase Order shall be at the rates contained in Section B.4, Pricing Schedules, which have been established by Department of Health Care Finance (DHCF) and set forth in 29 DCMR Chapter 52 and are subject to the requirements of that chapter. The total units of any service ordered by DBH and provided to any DBH 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 AND OPTION YEARS ONE - FOUR

MHRS Service Category	Procedure Code	Modifier	Place-of-Service	Medicaid Reimbursable (Y or N)	Rate
Diagnostic / Assessment	T1023	HE	11-Office	Y	256.02 / Occurrence
	Diagnostic Assessment		12-Home	Y	
	(at least 3 hours)		14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0002		11-Office	Y	85.34 / Occurrence
	Brief Diagnostic		12-Home	Y	
	Assessment		14-Group Home	Y	
	(40-50 minutes in duration to determine		53-Community MH center	Y	
	eligibility for admission to a mental health treatment program)		99-POS not identified	Y	
Medication Somatic Treatment	H0034	HQ	11-Office	Y	13.52 / 15-min Unit
	Med Somatic	Group	12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0034	Individual	04-Homeless Shelter	Y	44.65 / 15-min Unit
	Med Somatic		11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
Community Support	H0036	HQ	04-Homeless Shelter	Y	6.65 / 15-min Unit
	Community Support	Group	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	

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	H0036		04-Homeless Shelter	Y	21.97/15-min Unit
	Community Support	Individual	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
			09-Prison/Correctional facility	N	
	H0036	UK	04-Homeless Shelter	Y	21.97/ 15-min Unit
	Community Support ¹	Collateral	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
			09-Prison/Correctional facility	N	
	H0036	HS	04-Homeless Shelter	Y	21.97 / 15-min Unit
	Community Support	Family Without consumer	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0036	HR	04-Homeless Shelter	Y	21.97 / 15-min Unit
	Community Support	Family With consumer	11-Office	Y	

¹ H0036 Community Support UK Collateral procedure code may be used when a provider has contact with another treatment provider to discuss the consumer's treatment when the consumer is not present. All collateral contact billed for through Community Support UK must be face to face.

- CBI Providers may bill for collateral, family, and telephone contacts under CBI procedures codes H2022, H2033, and H2033HU. No other modifier codes are required.
- Act Providers may bill for collateral, family and telephone contacts under ACT procedure code H0039 only.

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			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0036	U1	14-Group Home	Y	21.97 / 15-min Unit
	Community Support	CRF			
	H0036	AM	04-Homeless Shelter	Y	21.97 / 15 min Unit
	Physician Team Member ²				
			11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0038		04-Homeless Shelter	Y	21.97/ 15-min Unit
	Self-help/Peer Support		11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H0038	HQ	04-Homeless Shelter	Y	6.65 / 15 min Unit
	Self-help/Peer Support	Group	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
	H2023		11-Office	Y	18.61/15min Unit
	Supported Employment		53-Community MH center	Y	
	(Therapeutic)		99-POS not identified	Y	
Crisis/Emergency	H2011		04-Homeless Shelter	Y	36.93 / 15-min Unit

²

H0036AM Physician Team Member procedure code should be used for community support (required by the consumer's approved IRP/IPC) that is provided by a community support worker (CSW)/peer specialist in conjunction with medication somatic services, when both services are provided at the same time. Medication/somatic is a rehabilitation service that must be rendered by a psychiatrist, or an APRN working in collaboration with a psychiatrist. The psychiatrist and the CSW/peer specialist must appropriately document the visit, including the reason for the CSW/peer specialist participation, and the documentation needs to be consistent with the IRP/IPC. The IRP/IPC needs to describe the specific intervention that will be provided by the CSW/peer specialist; such as: support during stressor situations, education and support for the consumer, assistance with self-monitoring and medication compliance and be specifically tied to the consumer's diagnosis and needs.

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	Crisis Emergency		11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			15-Mobile Unit	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
Rehabilitation/Day Services	H0025		53-Community MH center	Y	123.05 / Day
	Day Services				
	(1 day at least 3 hours)				
Intensive Day Treatment	H2012		53-Community MH center	Y	164.61 / Day
	Intensive Day Treatment				
	(1 day at least 5 hours)				
Community-Based Intervention³	H2022		11-Office	Y	35.74 / 15-min Unit
	Community-Based		12-Home	Y	
	Intervention - CBI		14-Group Home	Y	
	(Level II) IHCBS		53-Community MH center	Y	
			99-POS not identified	Y	
	H2022		11-Office	Y	35.74 / 15-min Unit
	Community-Based		12-Home	Y	
	Intervention – CBI		14-Group Home	Y	
	(Level III) IHCBS- short term		53-Community MH center	Y	
			99-POS not identified	Y	
	H2033		11-Office	Y	57.42 / 15-min Unit
	Community Based		12-Home	Y	
	Intervention - CBI		53-Community MH center	Y	
	(Level I) MST		99-POS not identified	Y	
	H2033	HU	11-Office	Y	
	Community-Based		12-Home	Y	57.42/ 15-min Unit
	Intervention – CBI		53-Community MH center	Y	
	(level IV) FFT		99-POS not identified	Y	

³ CBI Providers may bill for collateral, family, and telephone contacts under CBI procedures codes H2022, H2033, and H2033HU. No other modifier codes are required.

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Assertive Community Treatment (ACT)					\$38.04/ 15-min Unit
	H0039		04-Homeless Shelter	Y	
	Assertive Community Treatment - ACT ⁴	Individual	11-Office	Y	
			12-Home	Y	
			14-Group Home	Y	
			53-Community MH center	Y	
			99-POS not identified	Y	
			09-Prison/Correctional facility	N	
	H0039	HQ	11-Office	Y	11.51/ 15-min Unit
	Assertive Community Treatment – ACT	Group	53-Community MH center	Y	
			99-POS not identified	Y	
Counseling	H0004	HQ	11-Office	Y	8.00 / 15-min Unit
	Counseling	Group	53-Community MH center	Y	
			99-POS not identified	Y	
	H0004		11-Office	Y	26.42 / 15-min Unit
	Counseling On-site	Individual	53-Community MH center	Y	
			99-POS not identified	Y	
	H0004	HS	11-Office	Y	26.42 / 15-min Unit
	Counseling On-site	Family Without consumer	53-Community MH center	Y	
			99-POS not identified	Y	
	H0004	HR	11-Office	Y	26.42/ 15-min unit
	Counseling On-site	Family with Consumer	53-Community MH center		
			99-POS not identified		

⁴ Act Providers may bill for collateral, family and telephone contacts under ACT procedure code H0039 only.

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	H0004	HETN	12-Home	Y	27.45/ 15-min Unit
	Counseling Off-Site	All ages	14-Group Home	Y	
		Individual	99-POS not identified	Y	
DBH Local / Non-Medicaid MHRS Services					
	H2025				
	Supported Employment		11-Office	N	18.61/15-min Unit
	(Non-MHRS Vocational)		53-Community MH center	N	
			99-POS not identified	N	
	H2025	HQ	11-Office	N	6.65/15-min Unit
	Supported Employment		53-Community MH center	N	
	Group (non-MHRS Job Club)		99-POS not identified	N	
	DBH14		53-Community MH center	N	318.99 / Day
	Residential Crisis Stabilization				
	DBH20		11-Office	N	15.00 / 15-min Unit
	Team Meeting		53-Community MH center	N	
			99-POS not identified	N	
	DBH22		04-Homeless Shelter	N	Rate Negotiated by
	Jail Diversion – (Criminal Justice		09-Prison/Correctional facility	N	individual contract
	System – CJS)		11-Office	N	
			12-Home	N	
			14-Group Home	N	
			53-Community MH center	N	
			99-POS not identified	N	
	DBH23		53-Community MH center	N	318.99 / Day
	No-Auth Residential Crisis Stabilization				

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	DBH26		11-Office	N	25.00 / Occurrence
	Transitional Service ⁵		12-Home	N	
			53-Community MH center	N	
			99-POS not identified	N	
	H0032		09-Prison-Correctional facility	N	21.97 / 15-min Unit
	MH Service – Discharge Treatment		21-Inpatient hospital	N	
	Planning Institution		31-Skilled nursing facility	N	
	(MHS-DTPI) ⁶		32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
			56-Psych. Residential Treatment Center	N	
	H0032				
	MH Service – COC Treatment	HK	09-Prison-Correctional facility	N	21.97 / 15-min Unit
	Planning Institution		21-Inpatient hospital	N	
	(MHS-CTPI) ⁷		31-Skilled nursing facility	N	
			32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
			56-Psych. Residential Treatment Center	N	

⁵ DBH26 (Transitional Service) – allows a one-time occurrence fee, per consumer, to a closing Core Services Agency (CSA), for assistance with the transitioning and documentation of its consumers to another CSA.

⁶ H0032 Mental Health Service – Discharge Treatment Planning Institution (MHS-DTPI) procedure code should be used instead of Community Support procedure code when a mental health professional or credentialed worker from the community visits a consumer who is not enrolled in ACT or CBI in the hospital or other institutional setting (Institutes for Mental Disease [IMD] such as Saint Elizabeths Hospital and Psychiatric Institute of Washington (PIW), hospitals, nursing facilities [nursing homes or skilled nursing facilities], rehabilitation centers, PRTFs, RTCs, or correctional facilities for defendants or juveniles) for the purpose of mental health service plan development for the consumer in preparation for discharge (modifying goals, assessing progress, planning transitions, and addressing other needs, as appropriate after discharge to the community).

⁷ H0032HK Mental Health Service – COC Treatment Planning Institution (MHS-CTPI) procedure code should be used for all continuity of care (non-discharge planning services) for consumers in institutional settings (including ACT and CBI consumers).

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	H0046	HT	09-Prison-Correctional facility	N	38.04/ 15 min Unit
	MH Service Discharge Treatment		21-Inpatient hospital	N	
	Planning Institution (MHS-DTPI) (ACT) ⁸		31-Skilled nursing facility	N	
			32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
	H0046	HTHA	09-Prison-Correctional facility	N	35.74/ 15 min Unit
	MH Service - Discharge Treatment		21-Inpatient hospital	N	
	Planning Institution (MHS-DTPI) (CBI) ⁹		31-Skilled nursing facility	N	
			32-Nursing facility	N	
			51-Inpatient Psychiatric facility	N	
			56-Psych. Residential Treatment Center	N	
	H0037 ¹⁰		53-Community MH center	N	123.05 / Day
	Community Psychiatric				
	Supportive Treatment				
	Program – Rehab/Day Services (CPS-Rehab/Day) (1 day at least 3 hours)				

Refer to Section 9.6 of MHRS Provider Authorization and Billing Manual for definitions of Place of Service (POS) codes.

⁸ H0046HT Mental Health Service – Discharge Treatment Planning Institution (MHS-DTPI), ACT procedure code should be used instead of Assertive Community Treatment (ACT) procedure code when an ACT provider visits a consumer in the hospital or other institutional setting for the purpose of mental health service plan development for the consumer in preparation for discharge.

⁹ H0046HTHA Mental Health Service – Discharge Treatment Planning Institution (MHS-DTPI), CBI procedure code should be used instead of Community Based Intervention (CBI) procedure codes when a CBI provider visits a consumer in the hospital or other institutional setting for the purpose of mental health service plan development for the consumer in preparation for discharge.

¹⁰ H0037 Community Psychiatric Supportive Treatment Program- Rehab/Day Services (CPS-Rehab/Day) is a community day treatment program provided to a consumer 30-60 days prior to discharge from a hospital or other institutional setting as part of the community integration plan to acclimate the consumer to community living.

Pricing Schedule - Base Year and Option Years One through Four

DBH Provider Authorization & Billing Manual Appendix A – Revised September 15, 2015

Print Business Name

Print Name of Person Authorized to Sign

Signature of Person Authorized to Sign

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

Providers shall provide Mental Health Rehabilitative Services (MHRS) to DBH Consumers referred to as Providers and ordered by DBH by means of Purchase Orders issued under this Contract. Providers responding to this Human Care Agreement Solicitation must be certified by the DBH Office of Accountability (OA) as a MHRS Provider at the time of submission.

C.2 DEFINITIONS

C.2.1 Assertive Community Treatment (ACT) - intensive, integrated rehabilitative, crisis, treatment, and mental health rehabilitative community support provided by an interdisciplinary team to adults with serious emotional disturbance and to adults with serious and persistent mental illness by an interdisciplinary team. ACT is provided with dedicated staff time and specific staff to Consumer ratios. Service coverage by the ACT team is required twenty-four (24) hours per day, seven (7) days per week. ACT is a specialty service. 22A DCMR § 3499.1

C.2.2 CLIN - Contract Line Item Number

C.2.3 CMS - the Center for Medicare and Medicaid Services formerly the Health Care Financing Administration (HCFA)

C.2.4 Certification - the written authorization from DBH allowing an entity to provide specified mental health services and mental health supports.

C.2.5 Certification Application - the application and supporting materials prepared and submitted to the District requesting certification to provide certain mental health services and mental health supports.

C.2.6 CHSCCO - Cluster Health Services Chief Contracting Officer. See Section G.5, below.

C.2.7 Community-Based Intervention (CBI) - Time-limited, intensive mental health services delivered to children and youth ages six (6) through twenty-one (21) and intended to prevent the utilization of an out-of-home therapeutic resource or a detention of the Consumer. CBI is primarily focused on the development of Consumer skills to promote behavior change in the child or youth's natural environment and empower the child or youth to cope with his or her emotional disturbance. 22A DCMR § 3499.1

C.2.8 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.2.9** **Consumer** - Adults, children, or youth who seek or receive mental health services or mental health supports funded or regulated by DBH. D.C. Official Code § 7-1131.02 (2)
- C.2.10** **Core Services** - the four categories of MHRS: Diagnostic/Assessment, Medication/Somatic Treatment, Counseling, and Community Support.
- C.2.11** **Core Services Agency (CSA)** – A community-based provider of mental health services and mental health supports that is certified by DBH 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 DBH as a subprovider. However, a CSA shall also offer specialty services via an affiliation agreement with all specialty providers.
- C.2.12** **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.2.13** **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.2.14** **DBH** - means the District Department of Behavioral Health, the successor in interest to the District Commission on Mental Health Services.
- C.2.15** **DHCF** – District of Columbia, Department of Health Care Finance

- C.2.16** **Director** - the chief executive and administrative officer of DBH.
- C.2.17** **District State Medicaid Plan** - the plan developed by the District, approved by HCFA (now known as CMS) and administered by the DHCF, 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.2.18** **DSM-IV** - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9).
- C.2.19** **DCMR** - District of Columbia Municipal Regulations
- C.2.20** **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.2.21** **Diagnostic/Assessment report** - The report prepared by the Diagnostic/Assessment team that summarizes the results of the Diagnostic/Assessment service and includes recommendations for service delivery. The Diagnostic/Assessment report is used to initiate the IRP and, if necessary, the ISSP. 22A DCMR 3499.1
- C.2.22** **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.2.23** **Governing authority** - the designated individuals or governing body legally responsible for conducting the affairs of the Provider.
- C.2.24** **Health Home** - the Health Home Benefit Initiative is a service delivery model that focuses on providing individualized, person-centered recovery oriented case management and care coordination.
- C.2.25** **Human Care Agreement** - the written agreement entered into by the DBH-certified MHRS provider and DBH which describes how the parties will work together. 22A DCMR § 3499.1
- C.2.26** **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.2.27 Intensive Day Treatment** - a structured, intensive, and coordinated acute treatment program that serves as an alternative to acute inpatient treatment or as a step-down service from inpatient care, rendered by an inter-disciplinary team to provide stabilization of psychiatric impairments. Its duration is time-limited. Intensive Day Treatment is provided in an ambulatory setting. Intensive Day Treatment is a specialty service. 22A DCMR § 3499.1
- C.2.28 Medication/Somatic Treatment** - medical interventions, including physical examinations, prescription, supervision or administration of mental health related medications, monitoring and interpreting the results of laboratory diagnostic procedures related to mental health-related medications, and medical interventions needed for effective mental health treatment provided as either an individual or group intervention. Medication/Somatic Treatment is a core service. 22A DCMR § 3499.1
- C.2.29 Mental Health Rehabilitative Services (MHRS)** - Mental health rehabilitative or palliative services provided by a DBH-certified community mental health provider to Consumers in accordance with the District of Columbia State Medicaid Plan, the DHCF/DBH Interagency Agreement, and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1
- C.2.30 MHRS provider** - an organization certified by DBH to provide MHRS. MHRS provider includes CSAs, sub-providers, and specialty providers. 22A DCMR § 3499.1
- C.2.31 Medicaid or Medical Assistance** - the program described in the District State Medicaid Plan, approved by HCFA and administered by the DHCF 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.2.32 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.2.33** **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.2.34** **Provider** - an individual or organization licensed and/or certified by DBH to provide mental health services and mental health supports. Provider is also used in this Agreement to refer to the entity to which a Human Care Agreement has been awarded.
- C.2.35** **Rehabilitation/Day Services** - a structured, clinical program intended to develop skills and foster social role integration through a range of social, psychoeducational, 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.2.36** **Social Security Act** - 49 Stat. 620 (1935); 42 U.S.C. § 301, *et seq.*, as amended
- C.2.37** **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.2.38** **Specialty Services** - Assertive Community Treatment, Community-Based Intervention, Crisis Intervention/Emergency, Intensive Day Treatment, Rehabilitation Day Treatment and Supported Employment.
- C.2.39** **Standard Forms** - DBH-approved form contracts for use by a Core Services Agency to document the Core Services Agency's relationship with Subproviders, Specialty Providers and/or Subcontractors. Standard Forms also include the Agreement, the Certification Application, the Certification readiness and survey instruments and other Department-generated forms and documents.
- C.2.40** **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.2.41** **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.2.42** **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.2.43** **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	20 U.S.C. §§ 1400 <i>et seq.</i>	Individuals with Disabilities Education Act (IDEA), as amended	2001
2	29 U.S.C. §§ 791 <i>et seq.</i>	Rehabilitation Act of 1973, Section 504, as amended	2001
3	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
4	42 U.S.C. §§ 12101 <i>et seq.</i>	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001
5	D.C. Official Code §§ 2-301.01 <i>et seq.</i>	The Procurement Practices Act of 1985, as amended	2001
6	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
7	D.C. Official Code §§ 2-1402.11 <i>et seq.</i>	District of Columbia Human Rights Act of 1977, as amended	2001
8	D.C. Official Code Title VII, Chapter 12	Mental Health Information Act, as amended	2001
9	D.C. Official Code § 21-501 <i>et seq.</i>	Hospitalization of the Mentally Ill Act (the Ervin Act)	2001
10	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
11	Chapter 34, Title 22A of the DCMR	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
12	D.C. Official Code § 2-1931, <i>et seq.</i>	Language Access Act	2004
13	Chapter 35, Title 16 of the DCMR	Mental Health Provider Certification Infractions	2005
14	Chapter 52 of Title 29, DCMR	Medicaid Reimbursement for Mental Health Rehabilitative Services	2005
15	D.C. Law 20-0061, 60 DCR 12472	The Department of Behavioral Health Establishment Act	2013

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

- a) 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.
- b) The D.C. Code is available online on the website of the Council of the District of Columbia, www.dccouncil.us.
- c) 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.
- d) 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 DCMR are published.

C.4 PROVIDER REQUIREMENTS

C.4.1 Assertive Community Treatment

Contractor shall provide Assertive Community Treatment services in accordance with 22A DCMR §§ 3423, 3424 and 29 DCMR § 5210, as ordered by Purchase Orders issued under this Agreement.

C.4.2 Community-Based Intervention

Contractor shall provide Community-Based Intervention services in accordance with 22A DCMR §§ 3422, 3424 and 29 DCMR § 5209, as ordered by Purchase Orders issued under this Agreement.

C.4.3 Community Support- Individual

Contractor shall provide Community Support- Individual services in accordance with 22A DCMR §§ 3418, 3424 and 29 DCMR § 5205, as ordered by Purchase Orders issued under this Agreement.

C.4.4 Community Support-Group

Contractor shall provide Community Support-Group services in accordance with 22A DCMR §§ 3418 and 3424 and 29 DCMR § 5205, as ordered by Purchase Orders issued under this Agreement.

C.4.5 Counseling-Individual On-Site

Contractor shall provide Counseling-Individual On-Site services in accordance with 22A DCMR §§ 3417, 3424 and 29 DCMR § 5204, as ordered by Purchase Orders issued under this Agreement.

C.4.6 Counseling- Individual Off-Site

Contractor shall provide Counseling-Individual On-Site services in accordance with 22A DCMR §§ 3417, 3424 and 29 DCMR § 5204, as ordered by Purchase Orders issued under this Agreement.

C.4.7 Counseling-Group

Contractor shall provide Counseling-Group services in accordance with 22A DCMR §§ 3417, 3424 and 29 DCMR § 5204, as ordered by Purchase Orders issued under this Agreement.

C.4.8 Crisis/Emergency

Contractor shall provide Crisis/Emergency services in accordance with 22A DCMR §§ 3419, 3424 and 29 DCMR § 5206, as ordered by Purchase Orders issued under this Agreement.

C.4.9 Diagnostic/ Assessment

Contractor shall provide Diagnostic/Assessment services in accordance with 22A DCMR §§ 3415, 3424 and 29 DCMR § 5202, as ordered by Purchase Orders issued under this Agreement.

C.4.10 Intensive Day Treatment

Contractor shall provide Intensive Day Treatment services in accordance with 22A DCMR §§ 3421, 3424 and 29 DCMR § 5208, as ordered by Purchase Orders issued under this Agreement.

C.4.11 Medication/Somatic Treatment-Individual

Contractor shall provide Medication/Somatic Treatment-Individual services in accordance with 22A DCMR §§ 3416, 3424 and 29 DCMR § 5203, as ordered by Purchase Orders issued under this Agreement.

C.4.12 Medication/Somatic Treatment-Group

Contractor shall Medication/Somatic Treatment-Group services in accordance with 22A DCMR §§ 3416, 3424 and 29 DCMR § 5203, as ordered by Purchase Orders issued under this Agreement.

C.4.13 Rehabilitation (Day Services)

Contractor shall provide Rehabilitation (Day Services) services in accordance with 22A DCMR §§ 3420, 3424 and 29 DCMR § 5207, as ordered by Purchase Orders issued under this Agreement.

C.4.14 Supported Employment

Contractor shall provide Supported Employment services in accordance with 22A DCMR §§ 3704, 3706, as ordered by Purchase Orders issued under this Agreement.

C.5 MHRS/CORE SERVICES AGENCY REQUIREMENTS

C.5.1 All Providers certified by DBH as CSAs shall abide by the requirements of the Hospitalization of the Mentally Ill Act (the Ervin Act), D.C. Official Code § 21-501 *et seq.*, including, but not limited to, the following:

- a) To notify DBH when a Consumer with a voluntary legal status requests his or her discharge from treatment, consistent with D.C. Official Code § 21-512;
- b) To ensure that Consumers who are court committed, pursuant to D.C. Official Code § 21-545 or § 21-545.01, to DBH (or its predecessor agency, Commission on Mental Health Services), receive timely review of their commitment status as required by D.C. Official Code § 21-546 and that copies of the commitment review reports are submitted to DBH as required by DBH policy, rules or regulations; and
- c) To ensure that the requirements of the Ervin Act regarding transfer of Consumers receiving outpatient or community based services who are court committed, pursuant to D.C. Official Code § 21-545 or § 21-545.01, to DBH (or its predecessor agency, Commission on Mental Health Services), to inpatient or hospital based services, including but not limited to preparation and submission of the required notification to the court within 24 hours of the transfer from outpatient treatment to inpatient treatment, as required by D.C. Official Code § 21-548 and related court and DBH policies, rules or regulations.
- d) All providers certified to provide Health Home Services shall adhere to Policy Number DBH Manual 1000.5 dated January 13, 2016.
- e) All providers shall adhere to all applicable DBH Policies and Procedures.
- f) All providers shall adhere to all active applicable directives in DBH Bulletins.

- g) In the event of a provider closure, whether provider or DBH initiates closure, a minimum of ninety (90) days from the date DBH receives notification shall a provider be allowed to transition consumers.

C.5.1.8 All providers certified to provide Community Based Intervention (CBI) Services for Children and Youth shall abide by DBH Policy Number 340.9 - Community Based Intervention (CBI) Services for Children and Youth dated January 10, 2011; DBH Policy Number 200.5A - Continuity of Care Practice Guidelines for Children and Youth dated January 27, 2012; and DBH Policy Number 340.5 – Maintaining Children and Youth in their Homes with the Support of Behavioral Health Services in Natural Settings dated March 27, 2015.

C.5.1.9 All providers certified to provide Community Based Intervention (CBI) Services for Children and Youth shall document in specific policy and procedure how the agency shall meet the cultural, linguistic needs of its consumers in Intensive and Community-Based Services to include but not limited to:

- (a) Plan to prioritize consumer referrals with specific cultural linguistic needs when CBI team is at capacity
- (b) Maintenance of staffing patterns that consist of CBI teams that have 75% culturally and linguistically competent staff
- (c) Identified funding and vendors to implement translation services in expedited manner to address cultural linguistic consumer needs
- (d) Identified access to cultural consultation for major populations of cultures other than American
- (e) Culturally and client focused supervision.

C.5.1.10 Providers of CBI services shall meet all training and staffing requirements applicable to the level of services offered in order to render CBI Level I, Level II, Level III or Level IV services.

C.5.2 **Cooperation with the District's Medicaid Managed Care Programs**

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

C.5.2.a.1 Service delivery protocols;

C.5.2.a.2 Quality assurance;

C.5.2.a.3 Utilization review;

C.5.2.a.4 Record-keeping and reporting;

C.5.2.a.5 Clinical management and program coordination;

C.5.2.a.6 Coordination of care; and

C.5.2.a.7 Other activities specified by DBH through memoranda of agreement with each

MMCP and those identified in the contracts between the DHCF and its MMCP's ("DHCF/MMCP Contracts").

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

***** 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://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202020Solicitation%20Attachments_standard_contract_provisions_0307.pdf (“Double click on link.”)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Agreement.

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

SECTION E

INSPECTION AND ACCEPTANCE

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SECTION E: INSPECTION AND ACCEPTANCE

PART 1: THE SCHEDULE

SECTION E - INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF SUPPLIES AND SERVICES

- E.1.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%2020Solicitation%20Attachments_standard_contract_provisions_0307.pdf

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

- E.2.1 The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items.
- E.2.3 The DBH 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.
- E.2.4 In case of non-performed work, DBH shall:
- E.2.4.1 Deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract;
- E.2.4.2 DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Cluster Health Services Chief Contracting Officer (CHSCCO) and at no additional cost to the DBH; and
- E.2.4.3 DBH may, at its option, perform the Contracted services by the DBH personnel or other means.

E.2.5 In the case of unsatisfactory work, DBH:

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

E.2.5.2 May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the CHSCCO and at no additional cost to the DBH.

E.3 TERMINATION FOR CONVENIENCE

E.3.1 The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the CHSCCO determines that a termination is in the Government's best interest.

E.3.2 After receipt of a Notice of Termination and, except as directed by the CHSCCO, the Contractor shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice;

E.3.2.2 Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract;

E.3.2.3 Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination;

E.3.2.4 Assign to DBH, as directed by CHSCCO, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations;

E.3.2.5 With approval or ratification to the extent required by the CHSCCO settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts; approval or ratification shall be final for purposes of this clause;

E.3.2.6 Transfer title, if not already transferred and, as directed by the CHSCCO, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or

acquired for the work terminated (ii) completed or partially completed plans, drawings and information;

E.3.2.7 Complete performance of the work not terminated; and

E.3.2.8 Take any action that may be necessary for the protection and preservation of property related to this Contract.

E-4 **TERMINATION FOR DEFAULT**

E.4.1 DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:

E.4.1.1 Perform the services within the time specified in the Contract or any extension; or

E.4.1.2 Make progress as to endanger performance of the Contract; or

E.4.1.3 Perform any of the other material provisions of the Contract.

E.4.2 The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.

E.4.3. If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the CHSCCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.

E.4.4 Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor.

E.4.5 If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were

obtainable from other sources in sufficient time for the Contractor to meet the required schedule.

- E.4.6 If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the CHSCCO, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the CHSCCO, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7 DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8 If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE/TERM OF HUMAN CARE AGREEMENT

The Period of Performance of the Agreement shall be from the Date of Award through one (1) year thereafter.

F.2 OPTION TO EXTEND THE TERM OF HUMAN CARE AGREEMENT

F.2.1 The District shall extend the term of this Agreement for a period of four (4) one year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Agreement, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of the option is at the sole and absolute discretion of DBH and subject to the availability of funds at the time of the exercise of the option. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Cluster Health Services Chief Contracting Officer CHSCCO prior to expiration of the Agreement.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in the contract.

F.2.4 The total duration of this Agreement, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 REPORTING AND DATA REQUIREMENTS/DELIVERABLES

F.3.1 Provider shall provide such information as required by DBH, including but not limited to such information as necessary to achieve:

F.3.1.1 Timely and accurate eligibility and benefits determination;

F.3.1.2 Timely and accurate claims submission, posting and payment;

F.3.1.3 Comprehensive decision support for operational and administrative analysis;

F.3.1.4 Management and oversight of generally-accepted accounting principles, processes and reporting; and

F.3.1.5 Contract management, tracking and administration.

- F.3.2** Provider shall report all unusual incidents in accordance with DBH laws and policies, including but not limited to DBH Policy 480.1.
- F.3.3** Provider shall provide DBH with all information reasonably necessary to permit DBH 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 DBH to perform its duties under applicable requirements.
- F.3.4** Provider shall, at the direction of DBH, make available to DBH any and all information (oral, documentary, electronic, or any other format) necessary to satisfy any reporting obligations of DBH. Provider shall provide such information in the form required by DBH and within the timeframes required by DBH. 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.3.5** Provider shall not be required to provide proprietary information unless such information is required to be provided under applicable law.
- F.3.6** Except under circumstances provided herein, requested information shall be produced by Provider during ordinary business hours and DBH shall provide reasonable notice of the time and date of the visit.
- F.3.7** DBH 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 DBH of any other relevant party;
 - (b) To prevent imminent harm to Consumers;

(c) When DBH 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 DBH reasonably believes that there are substantial violations of Consumer rights because of actions of Provider.

F.3.8 Upon request of DBH, Provider shall provide DBH 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.3.9 Provider shall provide to DBH evidence of any change in its organizational structure, business or service address within ten (10) days of such change.

F.3.10 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.3.11 No reimbursement shall be withheld by DBH for failure to file a required report unless DBH has given Provider notice of DBH'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.4

CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 BILLING AND PAYMENT

G.1.1 Claims Payment

G.1.1.1 DBH, through the Memorandum of Understanding Between Department of Health Care Finance and Department of Behavioral Health, has been delegated the authority to reimburse providers of MRO services in accordance with federal and District laws and rules, and the MRO State Plan Amendment (SPA), effective as of February 13, 2002.

G.1.1.2 Upon execution of a Medicaid Provider Agreement with DHCF, DBH is authorized to accept and process claims for services rendered by qualified MHRS providers. Any MHRS claim for reimbursement on a fee-for-service basis shall be paid in accordance with the rates outlined in Schedule B-Pricing Schedule in Section B or this Agreement, as follows:

(a) Federal Financial Participation (FFP): Claims for the federal share of expenditures for MHRS services shall be adjudicated and reimbursed to the Provider in accordance with the MOU and the referenced SPA, and District and federal law and rules.

(b) Local Match: The non-federal share of expenditures for MHRS services of claims adjudicated (Local Match) shall be paid to the Provider for any covered services as described in the Certification Standards and the SPA.

G.1.1.3 The non-federal share shall include any portion of the claim billed at the rate provided in 29 DCMR Chapter 52 or Purchase Orders entered into by and between DBH and the Provider which is not paid by Medicaid, equal to thirty percent (30%) of the total MHRS claim, except if the claim is rejected for cause, including but not limited to claims submitted by fraud, improperly documented claims, untimely claims, or for failure to comply with any requirements of 22 DCMR Chapter 34, 29 DCMR Chapter 52, or in violation of any other provision of District or federal law.

G.1.1.4 If a claim submitted for MHRS services provided to a Medicaid eligible Consumer is rejected for any of the foregoing reasons, or for any other stated reason, the Provider shall not be entitled to payment.

G.1.1.5 If a claim is submitted and any portion of the reimbursement amount has been paid by DBH but is subsequently rejected in accordance with in G.1.1.4, above, any future payment to the Provider by DBH shall be offset by the full amount of the claim.

G.1.1.6 If a claim has been reimbursed by DBH and subsequently deemed ineligible for payment as a MHRS service through any audit or other compliance or performance metric, any future payment to the Provider by DBH shall be offset by the full amount of the claim.

G.1.2 **Medicaid-Ineligible Consumers**

G.1.2.1 Prior to billing DBH for any services, Provider is first obligated to exhaust all third party coverage except for Medicaid, before a claim is submitted to DBH for payment. Submission of a claim for payment for any Consumer is a representation that the Provider has exhausted all other avenues of payment except for Medicaid, including the Consumer's ability to self-pay. Provider is obligated to verify Medicaid eligibility, and enroll each Medicaid eligible Consumer in D.C. Medicaid at the time that the Provider begins providing services to DBH Consumers.

G.1.2.2 DBH shall pay to the Provider one hundred percent (100%) of the amount set forth in 29 DCMR Chapter 52, for any MHRS service provided to any Consumer who is not Medicaid eligible at the time of service, subject to limitations set forth in this Task Order. DBH shall reimburse Provider for properly completed claims for MHRS services provided in accordance with the Consumer's IRP/IPC, which are submitted to DBH in compliance with DBH claims processing procedures.

G.1.3 **Claims Submission Requirements**

G.1.3.1 All claims must be released to batch electronically using the Integrated Care Application Management Systems (iCAMS). The iCAMS HIPAA 837 file layout is based on ANSI 837 X12. Claims must conform to a format that is currently specified, accepted, and supported by DBH consistent with the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act (HIPAA).

G.1.3.2 When a specific service is rendered multiple times in a single day, the service must be billed using multiple units, rolled up into one line, rather than as separate line items.

G.1.3.3 The Authorization Number from the iCAMS Benefit Plan must be submitted within the claim. The Authorization Number shall be used to evaluate the dates of service, procedure code, and rendering provider on the claim against what was submitted on the Benefit Plan.

G.1.3.4 For a list of services that cannot be billed on the same date of service, please see the Appendix B: MHRS Service Limitations, in Reference Section 9.4.2, in the Department's Provider Authorization and Billing Manual.

- G.1.3.5** Except as otherwise permitted under applicable requirements, MHRS Medicaid will be reimbursed if submitted at a time which allows the Department to submit such claims to DHCF within 365 days from the date service was rendered.
- G.1.4** Reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information required in Sections G.1 through G.4 of this Agreement.
- G.1.5** Payment from DBH for any covered MHRS constitutes payment in full. Provider may not bill the Consumer for any difference between DBH's payment and Provider's charge for any covered MHRS. Provider may not charge the Consumer any co-payment, cost-sharing or similar charge. Provider may not charge the Consumer any down payment whatsoever.
- G.1.6** Provider may only bill the Consumer for services not covered by the Medicaid program, including any MHRS requiring prior authorization which has been denied by DBH, if the Consumer is aware of the Consumer's liability and still chooses to have the service(s) rendered. In such instances, Provider must advise the Consumer in writing of the Consumer's liability prior to rendering the service(s). Said writing shall be maintained in the Consumer's record.
- G.1.7** Provider shall use its best efforts to submit all claims to DBH within ninety (90) days of providing MHRS or within thirty (30) days after another payer has adjudicated a claim for the MHRS. Subject to applicable federal and District laws and regulations, any claim submitted after three hundred and sixty-five (365) days from the date MHRS were provided will be rejected by DBH as a non-reimbursable service. If a claim is denied because the submission was unacceptable or untimely, the Consumer shall not be billed for the MHRS.
- G.1.8** Provider understands and agrees that payments for MHRS provided pursuant to the Agreement are contingent upon the availability of public, non-federal matching funds and Medicaid FFP. If DBH, the DHCF, the District, the federal government, or any other funding source at any time disapproves of or ceases to continue funding to DBH for payments due hereunder, the Agreement is terminated as of the date funding expires without notice or further obligation of DBH, except that, as soon as DBH is notified that funding shall cease, DBH will immediately provide written notice to Provider.
- G.1.9** Provider shall prepare and provide proper clinical documentation in accordance with applicable District and federal laws and regulations for all Consumer records to justify MHRS for which a claim is submitted for reimbursement.
- G.1.10** DBH shall not make reimbursement to the provider in excess of the total amount available on the Provider's Task Order, unless such reimbursement is required under applicable law.

G.1.12 Third Party Liability Recovery

- G.1.12.1** Provider shall utilize and require its Subcontractors to utilize, when available, covered medical and hospital services or payments from other public or private sources, including Medicare, prior to submitting a claim for MHRS to DBH.
- G.1.12.2** Provider shall insure that Medicaid coverage is maintained for all Medicaid-eligible Consumers for whom any claim for MHRS is submitted to DBH.
- G.1.12.3** Provider shall attempt to recover and shall require its Subcontractors to attempt to recover monies from third party liability cases involving workers' compensation, accidental injury insurance and other subrogation of benefit settlements.
- G.1.12.4** DBH shall notify Provider of any reported third party payment sources.
- G.1.12.5** Provider shall verify third party payment sources directly, when appropriate.
- G.1.12.6** Payment of District and federal funds under the District State Medicaid Plan to Provider shall be conditioned upon the utilization of all benefits available from such payment sources.
- G.1.12.7** Each third party collection by Provider for a Medicaid recipient shall be reported to DBH, and all recovered monies shall be returned to DBH immediately upon recovery.

G.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3 ASSIGNMENTS

- G.3.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this contract, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution
- G.3.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

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

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

G.4 **THIS SECTION IS RESERVED FOR FUTURE USE**

G.5 **CLUSTER HEALTH SERVICES CHIEF CONTRACTING (OFFICER CHSCCO)**

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
Cluster Health Services Chief Contracting Officer (CHSCCO)
Department of Behavioral Health
Office of Contracting and Procurement
64 New York Avenue, NE, Room 222
Washington, DC 20002
Telephone: 202-671-3188
Fax: 202-671-3395 Email: Samuel.feinberg@dc.gov

G.6 **AUTHORIZED CHANGES BY THE CHSCCO**

- G.6.1** The CHSCCO is the only person authorized to approve changes in any of the requirements of this agreement.

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

- G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the CHSCCO, the change shall be considered to have been

made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

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

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

Venida Hamilton, Director
Provider Relations
Office of Programs and Policy
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
(202) 671-3155-office
(202) 673-1933-Fax Email: Venida.hamilton@dc.gov

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

G.7.3 Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the CHSCCO, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 THE QUICK PAYMENT CLAUSE

G.8.1 Interest Penalties to Contractors

G.8.1.1 To the extent not inconsistent with the provisions of Section G.1, the District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.8.2 **Payments to Subcontractors**

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

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

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

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

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

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

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

PART I: THE SCHEDULE

**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, DBH 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 Cluster Health Services Chief Contracting Officer (CHSCCO) shall be in an amount of **\$100.00** per day per unavailable services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

H.1.2 When the Contractor is unable to cure its deficiencies in a timely manner and DBH requires a replacement Contractor to perform the required services, the Contractor shall be liable for Liquidated Damages accruing until the time DBH 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 DBH to the replacement Contractor.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 Revision No. 03, dated 0, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.8 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 CHSCCO 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 CHSCCO 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 CHSCCO.

H.3.5 Persons duly authorized by the CHSCCO 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 CHSCCO 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 **MANDATORY SUBCONTRACTING REQUIREMENTS**

H.6.1 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.6.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.6.1 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.

H.6.3 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.6.1 and H.6.2.

SUBCONTRACTING PLAN

H.6.4 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.6.1. 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 CHSCCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.6.5 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.6.6** 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.6.7** The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;
- H.6.8** 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.6.9** 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.6.10** 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.6.11** Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the CHSCCO, and submit periodic reports, as requested by the CHSCCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.6.12** 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.6.13** A 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.6.14 Subcontracting plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the CHSCCO 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.6.15** The dollar amount of the Contract or procurement;
- H.6.16** A brief description of the goods procured or the services contracted for;

- H.6.17** The name of the business enterprise from which the goods were procured or services contracted;
- H.6.18** Whether the subcontractors to the Contract are certified business enterprises;
- H.6.19** The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.6.20** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.6.21** 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.

Enforcement and Penalties for Breach of Subcontracting Plan

- H.6.22** If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan, and the CHSCCO determines the Contractor's failure to be a material breach of the Contract, the CHSCCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.
- H.6.23** 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.6.24** 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.

H.7 PRIVACY AND CONFIDENTIALITY COMPLIANCE

Information concerning DBH Health Insurance Portability and Accountability Act of 1996 ("HIPAA") is available at Office of Contracting and Procurement link: <http://ocp.dc.gov/publication/hipaa-business-associate-agreement>. The Contractor shall be held responsible in complying with the HIPAA Compliance Clause during the duration of the Contract.

H.8 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.9 NOTICE OF NON-DISCRIMINATION

In accordance with the D.C. Human Rights Act of 1977, as amended, D.C. Official Code Section 2-1401.01 *et seq.*, (Act) the District of Columbia does not discriminate on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, familial status, family responsibilities, matriculation, political affiliation, disability, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act. Discrimination in violation of the Act will not be tolerated. Violators shall be subject to disciplinary action.

H.10 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.11 WAY TO WORK AMENDMENT ACT OF 2006

H.11.1 Except as described in H.11.8 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.11.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage rate.

H.11.3 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.11.4 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.11.5** The Contractor shall provide a copy of the Fact Sheet attached as J.9 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.9 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.11.6** 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.11.7** 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.11.8** 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.11.9 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.12 **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.13 **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.

***** 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.1), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER CONTRACTORS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.7 SUBCONTRACTS

I.7.1

Provider may subcontract with independent practitioners who are qualified mental health professionals for the provision of Core Services under the Agreement. A

Core Services Agency may also enter into Affiliation Agreements with mental health providers certified by the Department to provide one or more Core Services ("Subproviders") and/or Specialty Services ("Specialty Providers"). All Core Services Agency contracts with Subproviders, Subcontractors and Specialty Providers shall be prepared using Department-approved contract forms (the "Standard Forms").

- I.7.2** Subcontractors, including the owners, directors, trustees, officers, employees and agents, must not have been either terminated or suspended from the Medicaid program in the District, or any other state, for suspected or proven fraud or abuse.
- I.7.3** Provider shall not alter or amend the Standard Forms or the Agreement. Any alteration or amendment of either the Standard Forms or the Agreement immediately renders the Agreement void.
- I.7.4** Provider shall adhere to the provisions of 42 C.F.R. 431.51 "Free Choice of Providers" and 22 DCMR § 3406.
- I.7.5** All subcontracts, for whatever purpose, shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract, and shall require the prior approval of the Contracting Officer in order to have any force and effect.
- I.7.6** Notwithstanding any such subcontractor approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

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

I.9 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

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CHSCCO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to and accepted by, the CHSCCO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CHSCCO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CHSCCO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CHSCCO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent Contractor. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
 3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Professional Liability: The Provider shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
 5. Malpractice Insurance : The 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. The Provider shall purchase a "tail" for the policy when: (a) The 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 DBH.
- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CHSCCO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the CHSCCO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax
Email: Samuel.feinberg@dc.gov

H. DISCLOSURE OF INFORMATION. The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or sub-contractors in the performance of this contract.

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 DISPUTES

(Interim PPRA Version, July 2011) (Delete Article 14, Disputes, of the General Provisions, of the Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts, Revised March 2007 and substitute the following Article 1.14 Disputes)

I.14.1 All disputes arising under or relating to this contract shall be resolved as provided herein.

1.14.2 Claims by a Contractor against the District:

Claim, as used in paragraph 1.14.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

1.14.2.1 All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Cluster Health Services Chief Contracting Officer (CHSCCO) for a decision. The Contractor's claim shall contain at least the following:

1.14.2.1.1 A description of the claim and the amount in dispute;

1.14.2.1.2 Data or other information in support of the claim;

1.14.2.1.3 A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and

1.14.2.1.4 The Contractor's request for relief or other action by the CHSCCO.

1.14.2.2 The CHSCCO may meet with the Contractor in a further attempt to resolve the claim by agreement.

1.14.2.3 The CHSCCO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CHSCCO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

- 1.14.2.4 The CHSCCO's written decision shall do the following:
 - 1.14.2.4.1 Provide a description of the claim or dispute;
 - 1.14.2.4.2 Refer to the pertinent contract terms;
 - 1.14.2.4.3 State the factual areas of agreement and disagreement.
 - 1.14.2.4.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - 1.14.2.4.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - 1.14.2.4.6 Indicate that the written document is the CHSCCO's final decision; and
 - 1.14.2.4.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 1.14.2.5 Failure by the CHSCCO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.
 - 1.14.2.5.1 If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
 - 1.14.2.5.2 Liability under Paragraph 1.19.2.5.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- 1.14.2.6 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CHSCCO.

1.14.3 Claims by the District against a Contractor:

- 1.14.3.1 Claim as used in paragraph 1.19.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- 1.14.3.2 The CHSCCO shall decide all claims by the District against a contractor arising under or relating to a contract.
- 1.14.3.2.1 The CHSCCO shall send written notice of the claim to the Contractor. The CHSCCO's written decision shall do the following:
- 1.14.3.2.1.1 Provide a description of the claim or dispute;
- 1.14.3.2.1.2 Refer to the pertinent contract terms;
- 1.14.3.2.1.3 State the factual areas of agreement and disagreement;
- 1.14.3.2.1.4 State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- 1.14.3.2.1.5 If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- 1.14.3.2.1.6 Indicate that the written document is the CHSCCO's final decision; and
- 1.14.3.2.1.7 Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- 1.14.3.3 The CHSCCO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

- 1.14.3.4 Before or after issuing the decision, the CHSCCO may meet with the Contractor to attempt to resolve the claim by agreement
- 1.14.3.5 The authority contained in this clause 1.14.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- 1.14.3.6 This clause shall not authorize the CHSCCO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- 1.14.4 Decisions of the CHSCCO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- 1.14.5 Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CHSCCO.

I.15 PROSELYTIZING WITH DISTRICT FUNDS

Vendor is prohibited from proselytizing with District funds. Further, vendor may not coerce participants or subject participants to any consequences for not participating in any religious/ faith based programs who come to the religious/faith based programs through this Contract.”

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.16.1.2 Wage Determination No. 2005-4281, Revision 02, dated December 29, 2015
 - I.16.1.3 Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007
 - I.16.1.1 Sections A through M of this Human Care Agreement Solicitation No. RM-16-HCA-MHRS-100-XXX-BY4-SC, Signed Amendments by Vendor and Waiver of Subcontracting Requirement
 - I.16.1.2 Medicaid Provider Identification Number for MHRS Services

I.16.1.3 The Attachments contained in Section J

I.16.1.4 Purchase Order(s) issued under this Agreement

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.

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

**PART I: THE SCHEDULE
SECTION J
WEB ADDRESSES FOR COMPLIANCE DOCUMENTS**

- J-1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (Right click link and select “Open Hyperlink”) (27 PAGES)
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OC_P_Channel%202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
- J-2 Contractor Qualification Record (CQR) Form 1900 <http://ocp.dc.gov/publication/form-1900-human-care-qualifications> (Right click link and select “Open Hyperlink”) (7 PAGES)
- J-3 Tax Certification Affidavit (Right click link and select “Open Hyperlink”) (1 PAGE)
http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OC_P_Channel%202_9%20Solicitation%20Attachments_tax_certification_affidavit.pdf
- J-4 Equal Employment Opportunity (EEO) Policy Statement (6 PAGES) (Right click link and select “Open Hyperlink”) http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf
- J-5 First Source Agreement (13 PAGES) <http://ocp.dc.gov/node/928782> (10 PAGES)
<http://ocp.dc.gov/node/740752> (3 PAGES) (Right click link and select “Open Hyperlink”)
- J-6 Bidder/Offeror Certification Form (See Attachment to FORM 1900) <http://ocp.dc.gov/node/740742>
(Right click link and select “Open Hyperlink”) (5 PAGES)
- J-7 Subcontracting Mandatory Plan Form <http://dslbd.dc.gov/service/developer-project-compliance>
(Right click link and select “Open Hyperlink”) (2 PAGES)
- J-8 Wage Determination No. 2005-4281 (Revision 02) December 29, 2015 (10 PAGES)
<http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=2> (Right click link and select “Open Hyperlink”)
- J-9 Living Wage Act Notice and Fact Sheet (The Way to Work Amendment Act of 2006) (3 PAGES)
<http://ocp.dc.gov/publication/2016-living-wage-fact-sheet> (2 PAGES)
<http://ocp.dc.gov/publication/2016-living-wage-notice> (1 PAGE)
- J.10 Department of Behavioral Health Policies and Rules <http://dbh.dc.gov/page/policies-rules>
(Right click link and select “Open Hyperlink”)
- J.11 Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) (18 PAGES)
<http://dbh.dc.gov/node/1135281> (Right click link and select “Open Hyperlink”)
- J.12 MHRS Provider Authorization and Billing Manual (93 PAGES)
<http://dbh.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/1000.2A%20TL-192.pdf>
(Right click link and select “Open Hyperlink”)

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

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

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 - REFERENCES SCP CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7

http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%20202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf

Each Offeror shall check one of the following:

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

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

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

- (a) Each signature of the Offeror 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 a contract resulting from this solicitation to the responsive and responsible Offeror whose Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial Offer 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, titled “**Technical 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 shall allow the District to evaluate the Offeror’s response. Offerors shall submit information in a clear, concise, factual and logical manner, providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.3 Technical Proposal

L.2.3.1 The Technical Proposal shall be no more than 20 single-spaced pages, one side only. The District shall not consider any pages in excess of 20 pages to be a part of the Technical Proposal and shall not review or evaluate such pages. Offeror shall address all of the requirements depicted in Section C – Scope of Work/ Deliverables.

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.2 of this solicitation, Contractor's Qualification Form 1900
- L.2.3.2.3** Attachment J.3 of this solicitation, Tax Certification Affidavit
- L.2.3.2.4** Attachment J.4 of this solicitation, Equal Employment Opportunity Form
- L.2.3.2.5** Attachment J.5 of this solicitation, First Source Agreement
- L.2.3.2.6** Attachment J.6 of this solicitation, Bidder/Offeror Certification Form
- L.2.3.2.7** Attachment J.7 of this solicitation, Subcontracting Plan Form
- L.2.3.2.8** Section K of this solicitation, Representations, Certifications and Other Statements of Offeror

L.2.3.2.7 The names, address, phone numbers and e-mail addresses of at least, but no more than three (3) points of contact for whom Offeror has provided the same or similar services in the last three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)

L.2.3.2.8 Any document required by Section C and Section L.19 of this solicitation.

L.2.4 Price Proposal (NOT APPLICABLE TO THIS HCA SOLICITATION)

L.2.4.1 Offerors shall complete Section B, Pricing Schedule to include a detail supporting Budget Narrative to explain Pricing.

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

L.3.1 Proposal Submission

Proposal must be submitted no later than _____ **to the following address AND CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER: RM-16-HCA-MHRS-100-XXX-BY4-SC in compliance with Section L.2:**

Government of the District of Columbia
Department of Behavioral Health
Contracting and Procurement Services
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
Attn: Samuel J. Feinberg, CPPO, CPPB
Cluster Health Services
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 or submission of the 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 CHSCCO, Department of Behavioral Health, 64 New York Avenue, NE, 2nd Floor, Washington, DC 20002, Telephone (202) 671-3171/673-2145 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CHSCCO 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 CHSCCO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

L.6.2 Mark each Sheets 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 (NOT APPLICABLE)

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, 441 – 4th Street, NW, Suite 350N, Washington, D.C. 20001. 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. DBH 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 DBH. 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 CHSCCO.

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 within ten (10) days of request 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.12 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
Cluster Health Services
Chief Contracting Officer
Department of Behavioral Health
Office of Contracting and Procurement

64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
(202) 671-3395 – Fax Email: Samuel.feinberg@dc.gov

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 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 other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.21.7** If the Offeror fails to supply the information requested, the CHSCCO 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 (NOT APPLICABLE FOR THIS HCA SOLICITATION)

- L.22.1** The District shall conduct an Optional Pre-Proposal Conference on *Friday, June 19, 2016 at 12 Noon (est) in Conference Room 255* at the Department of Behavioral Health, 64 New York Avenue, NE, 2nd Floor, Washington, D.C. 20002. Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than 7 days after the release of the solicitation.
- 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 CHSCCO following the close of the Pre-Proposal conference in order to generate a formal answer, but in any event no fewer than seven (7) days prior to the 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
5	Excellent	Exceeds most, if not all requirements; no deficiencies
4	Good	Meets requirements; no deficiencies
3	Acceptable	Meets requirements; only minor deficiencies which are correctable
2	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable
1	Unacceptable	Fails to meet minimum requirements; major deficiencies which are not correctable

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 CRITERIA

- 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 (if applicable) shall be evaluated separately.

M.3.3 TECHNICAL UNDERSTANDING OF REQUIREMENT AND TECHNICAL APPROACH (40 POINTS)

- a) Provide in writing a brief description of your thorough technical understanding of how MHRS shall be organized, staffed and managed in accordance with the Certification Standards as an MHRS Provider by the DBH Office of Accountability and in accordance with check list (attached) used by the Office of Accountability (OA) to certify a MHRS Provider.
- b) Provide evidence of certification as an MHRS Provider with a copy of the Certification certificate signed by the Director of DBH that signifies provider has met all requirements.

M.3.4 MANAGEMENT PLAN (35 POINTS)

- a) Describe in writing your organization's plan that would clearly provide your understanding of the various requirements including by not limited to Claims Audit, Mid Cycle Review, Quality Review, Medicaid Review and Focus Reviews;
- b) Provide evidence of Financial Sustainability process for a minimum of Ninety (90) Days;
- c) Provide in writing your Annual Training Plan that addresses issues of staff competency as well as cultural competency to include training requirements outlined in Chapter 34 DCMR Section 22A Mental Health Rehabilitation Standards;
- d) Provide a plan in writing that delineates the ability to meet DBH's monthly reporting requirements, as well as provide information to DBH staff within the requested timeframes including providing information no later than the close of the next business day if required to meet court deadlines or other legal requirements; Provide a description in writing of an Infrastructure for electronic billing and claims processing, HIPPA Compliant and has the capacity to generate claims, receives and read remittances;
- e) Provide in writing how your agency shall meet the cultural, linguistic needs of its Consumers in Intensive Home and Community-Based Services including supervision that is culturally, client focused; and
- f) Provide in writing how your organization shall prioritize consumer referrals with specific cultural, linguistic needs in Intensive Home and Community-Based Services to include:
 - 1. How your organization shall retain staffing patterns of 75% of cultural, linguistically competent Intensive Home and Community-Based Services (IHCBS) teams;
 - 2. How the team shall accommodate more than the minimum of 4 cases in the event that the new referral is in need of culturally, linguistic IHCBS;
 - 3. Provide specific names and contacts of vendors your organization has established contracts with to provide translation services when needed and the allocated funding source that shall be used for payment should translation services be needed

M.3.5 QUALITY IMPROVEMENT PLAN (10 POINTS)

- a) Provide a written description of the various sources, including but not limited to, Consumer satisfaction surveys, community service review results, performance improvement with quality indicators, along with routine oversight and monitoring activities shall be used to assess Consumer satisfaction and overall program effectiveness.

M.3.6 PERSONNEL (15 POINTS)

- a. Provide in writing how staff providing MHRS have the expertise and qualification and are in place in the proper ratios as outlined in DCMR Chapter 34 Title 22 A according to the check list required for certification as a MHRS provider.
- b. Provide staff resumes and job descriptions that include staff educational and experiential background, length of time worked and actual hours staff shall per work per week providing MHRS (including whether full-time, part-time, contract staff, other).
- c. Provide a description on how Personnel Resources shall be organized and managed to conduct required activities.

M.4 PAST PERFORMANCE CRITERIA (NOT APPLICABLE FOR THIS HCA SOLICITATION)

The District shall evaluate Contractor's Past Performance in performing on contracts, grants or subcontracts for mental health services or similar services. Provide the names, addresses, numbers and email information of at least, but no more than three (3) points of contact for which Offeror has provided the same or similar service in the last three (3) years. In addition, include a Letter of Support from points of contacts to include dates of service, brief description of the type of work provided and whether service was satisfactory.

M.5 PRICE CRITERIA

See Appendix A: Service Code/Modifier/Place-of-Service Table with Medicaid Rate and Local Rates Payment Schedule.

M.6 PREFERENCE 12 Points

M.7 TOTAL 112 Points

M.8 CLAUSES APPLICABLE TO ALL OPEN MARKET SOLICITATIONS

M.8.1 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*****