# REQUEST FOR QUALIFICATIONS
# MENTALHEALTH REHABILITATION SERVICES (MHRS)

## 1. Introduction

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Behavioral Health (DBH)), is seeking to award one or multiple Human Care Agreements (hereinafter referred to as "HCA") to eligible Mental Health Rehabilitation Service Providers who do not hold an HCA or who do not have option years remaining on an existing Mental Health Rehabilitation Service (MHRS) HCA in order to perform MHRS for Mental Health Consumers referred through the DBH mandated Consumer Management System.

## 2. Project Scope

- Certified Mental Health Rehabilitation Service (MHRS) Providers shall provide MHRS for DBH Consumers referred and authorized by DBH through the DBH Client Management Tool (iCAMS) or other DBH mandated referral system. A Certified Provider shall provide only services which are covered under their MHRS certification and have been authorized in the DBH Mental Health Consumer Client Management Tool. Provider Services certified but not authorized are prohibited.

- As a condition of the District's determination of eligibility to perform MHRS, the Provider shall agree to comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider.

- Provider shall comply with audits, reports, clinical documentation, record retention and billing standards and Consumer treatment requirements.

- Provider shall also be responsible for participating in DBH mandated training which shall cover but not limited to Consumer Treatment delivery; Billing/Claims Processing; Safety/Disaster planning, Referral management, Clinical documentation standards/reporting; and Clinical Credentialing. (DC Municipal Regulations (DCMR) Title 22A – Chapter 22A-34)

- Provider shall agree to maintain a MHRS licensure during the performance of services in good standing in accordance with the licensure standards identified in 22A DCMR Chapter 22A-34.

## 3. Deliverables

- Submission of Claims and/or Invoices in accordance with Section G of the Human Care Agreement

- Timely and accurate preparation of reports and DBH Consumer clinical/treatment documentation

## 4. Selection Process

a. **Qualification Based Selection**

i. Offerors must complete the Contractor Qualification Record (CQR) – Form 1900 in response to this RFQ. The form will be used in the selection of one or more certified MHRS Provider (s). Specific scope elements and key personnel are further defined in this RFQ. Contractor responses in the Form 1900 will be used to evaluate Offeror with respect to the evaluation criteria set forth in this RFQ.

ii. The District may award a HCA on the basis of initial RFQ responses received, without discussion. Therefore, each initial response should contain the Contractor's best terms from a standpoint technical and other factors.

b. An Evaluation Board appointed by the Contracting Officer, shall:

i. (a) Evaluate each submitted response.

ii. (b) Evaluate the Providers in accordance with the criteria set forth in this RFQ.

iii. (d) Prepare a selection report for the Contracting Officer recommending, in order of preference.

5. **Human Care Agreement (HCA) Award**

a. Most Advantageous to the District

b. The District intends to award one or *multiple HCAs* resulting from this Request for Qualification (RFQ) process. Responsible offeror[s] whose offer[s] conforming to the RFQ will be most advantageous to the District.

c. Licensure, Location, Technical and other factors, specified elsewhere in this RFQ shall be utilized to develop a Provider list for the issuance of HCAs to meet the District's requirements.

d. An issued HCA shall be for a Base Year with Four (4) one year options from Date of Award.

**The guidelines that qualify a Contractor "MHRS Provider" shall consist of specific organizational requirements and specialized experience. Provider(s) may apply for multiple MHRS Service areas when completing the Contractor Qualification Record (CQR) package.**

**Each applicant must submit a sealed Contractor Qualification Record (CQR) package that includes the following criteria for the delivery of the Human Care Agreement Requirements described in Section C of the Human Care Agreement:**

**Criteria A: Organizational Requirements:**

1. A completed CQR form: Form 1900 – HCA Contractor Qualification Record
2. Capabilities Statement of the organization describing the areas below and shall not exceed twenty five (25) pages in 11 point font or larger.

- TECHNICAL UNDERSTANDING OF REQUIREMENT AND TECHNICAL APPROACH 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 b) Provide evidence of certification(s)

as an MHRS Provider including any specialty MHRS certification with a copy of the DBH issued Certification that signifies a Provider has met all requirements.

- MANAGEMENT PLAN 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) Describe in writing your organization's plan that ensures DBH Consumers throughout the provider network have equal access to the contracted MHRS; c) Provide evidence of Financial Sustainability process for a minimum of Ninety (90) Days; d) 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; e) 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; and f) Provide a description in writing of an Infrastructure for electronic billing and claims processing; how the system shall meet and maintains HIPPA Compliance and possess the capacity to generate claims, receives and read remittances.

- QUALITY IMPROVEMENT PLAN 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.

- PERSONNEL 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 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) along with Resumes of management personnel per facility. c. Provide a description on how Personnel Resources shall be organized and managed to conduct required activities. (Resumes do not count toward the 25 page limitation)

**Criteria B: CQR Package attachments:**

3. A copy of the Certificate of Occupancy for each facility, if applicable.
4. A Certificate of Incorporation, if applicable.
5. A copy of CBE Certification, if applicable.
6. A copy of most recent audited Financial Statement by a CPA or licensed tax professional or three (3) years of IRS tax transcripts.
7. Copies of all licenses (facility/staff) and certifications, including any specialty certifications and DBH MHRS Certifications.
8. List of Past Contracts for last three years providing same and similar services. Include the Agency/Client contact name, phone number, email address, description of project, budget amount and final project total cost amount
9. Submit Compliance Forms – Bidder/Offeror Certification; tax certification affidavit and W9 Form – (Visit www.ocp.dc.gov selecting OCP Solicitations followed by required solicitation documents or paste the following link in your browser http://ocp.dc.gov/node/599822 )

**Criteria C: Specialized Experience:**

1. Evidence that the Applicant meets the District of Columbia's business licensing and financial standards with documentation of at least three (3) months operating costs for any facility that is intended to operate under the Human Care Agreement.
2. Evidence of any unique or specialized training and licensure for the deployment of MHRS Services obtained by staff or facility credentials. This also includes any training offered to Provider staff facilitated by District of Columbia agencies.

Contractor Qualification Package Submission:

All CQR packages must be received by the closing date and time indicated sealed in a package marked as Request For Qualification – Mental Health Rehabilitation Services (MHRS) [Contractor Name]. Also, all thumb drive files must be in pdf format (NO EXCEPTIONS). Telephonic, telegraphic, and facsimile CQR packages may not be accepted.

CQR packages will be reviewed by DBH identified subject matter experts in consultation with the Contracting Officer. The Review Panel will make a "qualified" or "not qualified" recommendation to the Contracting Officer based on the following:

1. Compliance with Licensure Requirements
2. Compliance with Organizational Requirements
3. Demonstrated past performance
4. Demonstrated Specialized Experience

This is a sealed process; therefore CQR packages will be prepared for the evaluation panel immediately upon receipt. The evaluation panel will convene in September 2016 and October 2016 to evaluate submissions which shall be used to develop a Provider list for the issuance of Human Care Agreements to meet the District's requirements. The District is not required to issue qualified Providers HCAs. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the CQR Package shall facilitate evaluation for all proposals. The package proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C of the Human Care Agreement.

## 6. REQUEST FOR QUALIFICATION SUBMITTAL REQUIREMENTS

Failure to submit the items required in this Section b) may result in the submittal being deemed non- responsive.

A) WEBSITE

The RFQ documents and any amendments or updates to the RFQ will be available on the D.C. Office of Contracting and Procurement's website: http://ocp.dc.gov.

B) AMENDMENTS

Offerors shall acknowledge receipt of any amendment to this RFQ.

C) All Prospective Providers shall note the following requirements. For the purpose of this solicitation, each printed side shall be considered one (1) page.

i. All responses shall be bound, double-side print with no font size smaller than 11 point.
ii. All pages shall be oriented in such a way that no page is greater than 8.5" x 11".
iii. All resumes for proposed staff shall be included.
**iv.** To be considered responsive, one (1) USB flash drive and four (4) hard copies of the Contractor Qualification Package must be received by the Provider **by 2:00 p.m. on Wednesday, September 21, 2016 at the following location:**

**Mr. George Lewis, CPPO**
**Contracting Officer**
**Office of Contracting and Procurement**
**District Department of Behavioral Health**
**64 New York Avenue, NE – 2nd Floor West**
**Washington, DC 20002**

Providers may submit questions in writing to OCP Contracting Officer in hard copy or electronically to George.Lewis@dc.gov cc Robert.Snowden@dc.gov up to 10 calendar days prior to the submission deadline. OCP will not acknowledge or receive submissions in response to this RFQ that are delivered by telephone or facsimile (fax).

D) DISTRICT OF COLUMBIA'S RESERVATION OF RIGHTS

The District of Columbia makes no representations, written or oral, that it will enter into any form of agreement with any respondent to this RFQ and no such representation is intended to be, or should be, construed by the issuance of this RFQ. The District of Columbia reserves the right to waive any formalities or minor technical inconsistencies, or delete any item/requirements from this RFQ or resulting RFP or contract, when deemed to be in the District of Columbia's best interest.

E) ACCEPTANCE OF EVALUATION METHODOLOGY

By submitting a response to this RFQ, Provider accepts the evaluation process and acknowledges and accepts that determination of the qualified Provider(s) receiving HCA based upon the District's best interest.

F) DISQUALIFICATION

Submittals which are qualified with conditional clauses, or alterations, or items not called for in the RFQ documents, or irregularities of any kind are subject to disqualification by DBH, at its sole option and discretion.

G) PREPARATION OF SUBMITTAL

Each submittal should be prepared simply and economically, providing a straightforward, concise

description of your firm's ability to meet the requirements of this RFQ and the potential HCA for task orders. Emphasis should be on completeness, clarity of content, responsiveness to the requirements, and an understanding of DBH's requirements as described in Section C of the Human Care Agreement.

H) REPRESENTATIONS

Representations made within the Offeror's qualifications submittal and any subsequent proposal will be binding on responding Providers. The District of Columbia will not be bound to act by any previous communication or submittal submitted by the Offeror firms other than in response to this RFQ.

I) COMPLIANCE

Failure to comply with the requirements contained in this RFQ may result in a finding that the Offeror is not qualified and is ineligible to submit a proposal in response to any subsequent RFP.

J) OWNERSHIP OF SUBMISSIONS AND FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act ("FOIA"), District of Columbia Code ("DC Code") Sections 2-531 through 2-539, provides that any person has the right to request access to records. All public bodies of the District government are required to disclose public records, except for those records, or portions of records, that are protected from disclosure by the exemptions found at DC Code § 2-534. Subject to the exceptions specified herein, and in the FOIA, all written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to DDOT during the procurement process, whether included in response to this RFQ, or otherwise submitted, become the property of the District of Columbia upon delivery to DDOT, and will not be returned to the submitting parties. Proposers should familiarize themselves with the provisions of the FOIA requiring disclosure of public information and exceptions thereto. In no event shall the District of Columbia, DDOT, or any of their agents, representatives, consultants, directors, officers, or employees be liable to an Offeror or Offeror team member for the disclosure of any materials or information submitted in response to this RFQ.

K) PROTESTS

Any Provider/Offeror who is aggrieved in connection with the Request for Qualification Process 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 at the time set for receipt of initial proposals shall be filed with the Board prior to 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 the 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, N.W., Suite 350 N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer listed in this ITP.

## 7) REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements for the RFQ above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) 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 §2-534(a)(1).
Successful Proposal/Responses will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

Government of the District of Columbia

# HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

## STATUTORY AND REGULATORY AUTHORITY

***The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying contractors for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.***

## GENERAL INSTRUCTIONS

1. *Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."*

2. *An original signature must be provided in those sections where a signature is required. Copies or a stamped signature **is not** acceptable.*

3. *Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts", dated November 2004. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts," dated March 2007, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.*

4. *Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:*

   a. *Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and*
   b. *Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).*

5. *You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.*

6. *Please include and attach all information, documentation, and data as instructed and required.*

7. *In those instances where check boxes are provided, please check only the box or boxes which apply.*

## CHECKLIST

| | | | |
|---|---|---|---|
| ☐ | Did you include your Taxpayer Identification Number? | ☐ | Did you attach a copy of your most recent Financial Statement? |
| ☐ | Did you attach the information required In Section III, Disclosure Information, on page 2? | ☐ | Did you attach a copy of all licenses and certifications, including any specialty certifications? |
| ☐ | Did you list all personnel critical to the performance of your Organization in Section VI | ☐ | Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility? |
| ☐ | Did you attach a Certificate of Incorporation, if applicable? | ☐ | Did you attach a Certificate of Good Standing, if applicable? |
| ☐ | Did you attach a copy of your LSDBE certification, if applicable? | ☐ | Did you attach or include your salary history, if applicable? |

## FREQUENTLY ASKED QUESTIONS

| | | | |
|---|---|---|---|
| Q | Can I fax my application for processing? | A | No. Contractor Qualifications Records must contain original, not copied signatures. |
| Q | Is this form available electronically? | A | Yes, the Contractor Qualifications Record (CQR) is available on the Office of Contracting and Procurement web site, www.ocp@dc.gov. |
| Q | Who or what is an Individual? | A | The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be solo practitioner or a part of a group. |
| Q | Who or what is an Organization? | A | The term "organization" means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership. |

Government of the District of Columbia

# HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

| 1. DATE OF FILING / / | 2. FILING TYPE: ☐ NEW ☐ UPDATE ☐ CORRECTION ☐ REMOVAL | FOR OCP USE ONLY: *DATE RECEIVED BY OCP:* |
|---|---|---|

## SECTION I – GENERAL INFORMATION

| | |
|---|---|
| 1. NAME OF INDIVIDUAL/ ORGANIZATION<br>a. Name:<br>b. Title: | 2. TYPE OF ORGANIZATION *(Please check the appropriate box.)*<br>☐ INDIVIDUAL ☐ JOINT VENTURE<br>☐ CORPORATION ☐ GENERAL PARTNERSHIP<br>☐ SOLE PROPRIETORSHIP ☐ LIMITED PARTNERSHIP |
| c. Physical Street Address:<br>d. City, State & Zip Code: | 3. STATE OF INCORPORATION *(Please check the appropriate box.)*<br>☐ DISTRICT OF COLUMBIA ☐ COMMONWEALTH OF VIRGINIA<br>☐ STATE OF MARYLAND ☐ STATE OF DELAWARE<br>☐ OTHER: _____<br>*Date Of:* _____ |
| e. Office Phone: f. Office Facsimile No:<br>g. E-Mail: | 3. IS ORGANIZATION?<br>☐ FOR PROFIT ☐ NON-PROFIT |
| 5. SOCIAL SEC. / TAXPAYER ID NO: 6. DUNN & Bradstreet No: | 7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS?<br>☐ Small ☐ Local ☐ Disadvantaged ☐ Resident-Owned<br>☐ Enterprise Zone ☐ Longtime Resident |

## SECTION II – FINANCIAL RESPONSIBILITY INFORMATION

**(Please Provide and Attach a Copy of Your Most Recent Financial Statement.)**

| | |
|---|---|
| **1. Name and Address of Accountant:** | 2. Name and Address of Financial Institution: |
| **3. Name and Title of Contact Person:** | **4. Name and Title of Contact Person:** |
| **5. Telephone No.:** **6. Fax No.:** | **7. Telephone No.:** **8. Fax No.:** |
| **9. Date Of Attached Financial Statement (Must be Within Last 12 Months):** | *10. Do You/Organization Owe Any Outstanding District /Federal Taxes:*<br>District Taxes: ☐ NO ☐ YES - Federal Taxes: ☐ NO ☐ YES |

**11. MEDICAID – MEDICARE INFORMATION:**

a. Are You / Organization a Certified Medicaid Provider? ☐ YES ☐ NO Medicaid Number:_____ Date: _____

b. Are You / Organization a Certified Medicare Provider? ☐ YES ☐ NO Medicare Number:_____ Date: _____

## SECTION III – DISCLOSURE INFORMATION

(If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement. )

1. Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program?
   ☐ YES ☐ NO
2. Is your license, or any in the organization currently suspended or restricted in any way?
   ☐ YES ☐ NO
3. Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.
   ☐ YES ☐ NO
4. Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?
   ☐ YES ☐ NO
5. Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?
   ☐ YES ☐ NO
6. Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?
   ☐ YES ☐ NO

## SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE

**1. List All Contracts With the District Government Within the Past Five (5) Years:**

| | Agency | Description of Service | Amount | Dates | Contract Number |
|---|---|---|---|---|---|
| A | | | | to | |
| B | | | | to | |
| C | | | | to | |
| D | | | | to | |
| E | | | | to | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**2. List All Contracts With Other Governments or Private Institutions Within the Past Five (5) Years:**

| | Agency | Description of Service | Amount | Dates | Contract Number |
|---|---|---|---|---|---|
| A | | | | to | |
| B | | | | to | |
| C | | | | to | |
| D | | | | to | |
| E | | | | to | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**3. If You Are Applying As An INDIVIDUAL, Please List Your Employment Or Work History for past five (5) years:**

| | Name of Employer | Address | Duties | Name of Supervisor | Dates of Employment | Telephone |
|---|---|---|---|---|---|---|
| A | | | | | to | |
| B | | | | | to | |
| C | | | | | to | |
| D | | | | | to | |
| E | | | | | to | |
| F | | | | | to | |

*(Please Use and Attach a Separate Sheet for Salary History and Additional Items.)*

**4. List At Least Five (5) References Familiar With Service Delivery:**

| | Name | Tittle/Position | Affiliation | Telephone | Fax | E-Mail |
|---|---|---|---|---|---|---|
| A | | | | | | |
| B | | | | | | |
| C | | | | | | |
| D | | | | | | |
| E | | | | | | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

| 4. ARE YOU A UNIITED STATES CITIZEN? | 5. ARE YOU A PERMANENT RESIDENT? *(Please Attach Documentation To Support))* | 6. IF YOU ARE NOT A CITIZEN, CAN YOU PROVIDE AND SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? *(Please Attach Documentation To Support.)* |
|---|---|---|
| ☐ YES ☐ NO | ☐ YES ☐ NO | ☐ YES ☐ NO |

## SECTION V – EDUCATION, CREDENTIALS AND LICENSURE

**1. Please List All Colleges (Undergraduate and Graduate) and Professional Institutions Attended:**

| | Chief Study Subject Area | Name of College, University or Professional School | Address and Zip Code | Dates Attended | Date And Type Degree Awarded |
|---|---|---|---|---|---|
| A | | | | To | |
| B | | | | To | |
| C | | | | To | |
| D | | | | To | |
| E | | | | To | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**2. Please List All Professional Certifications and Licenses (Copies Must Be Attached):**

| | License/Certification | Agency/Entity | State | Number | Effective Dates | Date Issued |
|---|---|---|---|---|---|---|
| A | | | | | to | |
| B | | | | | to | |
| C | | | | | to | |
| D | | | | | to | |
| E | | | | | to | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**3. Please List All Speciality, Certifications and Licenses (Copies Must Be Attached):**

| | Specialty License/Certification | Agency /Entity | State | Number | Effective Dates | Date Issued |
|---|---|---|---|---|---|---|
| A | | | | | to | |
| B | | | | | to | |
| C | | | | | to | |
| D | | | | | to | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**4. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY LICENSE, CERTIFICATION OR CREDENTIAL REVOKED OR SUSPENDED?** ☐ YES ☐ NO

*(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**5. Please list any hospital affiliations or privileges below:**

| | Name of Individuals(s) | Name of Hospital | Address | Type Privilege/Affiliation | Telephone | Fax No. |
|---|---|---|---|---|---|---|
| A | | | | | | |
| B | | | | | | |
| C | | | | | | |
| D | | | | | | |

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**6. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY HOSPITAL PRIVILEGES REVOKED, FOR ANY REASON?** ☐ YES ☐ NO

*(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

## SECTION VI – SERVICE DATA AND INFORMATION

**1. GENERAL SERVICE CATEGORIES: Pleas Check Each Of The General Service Categories For Which You Or The Organization Are Applying.**

- ☐ Education (EDS)
- ☐ Special Education (SED)
- ☐ Health (HTH)
- ☐ Human Services (HUM)
- ☐ Mental Health (MEN)
- ☐ Psychology (PSY)
- ☐ Social Services (SOC)
- ☐ Youth/Juvenile Justice (JUV)
- ☐ _____

**2. POPULATIONS: Pleas Check All That Apply For Populations.**

- ☐ Children & Youth (CYG)
- ☐ Children & Youth-Detained (CYD)
- ☐ Children & Youth-Committed (CYC)
- ☐ Children & Youth-Supervision (CYS)
- ☐ Special Education (SED)
- ☐ Adults (ADT)
- ☐ Adult Forensic-Psychiatric (AFP)
- ☐ Adult Forensic-Correctional (FC)
- ☐ Physically Disabled (DIS)
- ☐ Mentally Retarded (MRD)
- ☐ Developmentally Disabled (DVD)
- ☐ Geriatric (GER)
- ☐ Pregnant Women (PGW)
- ☐ Hearing Impaired (HIM)
- ☐ Blind/Visually Impaired (BLD)
- ☐ Homeless (HLS)
- ☐ Multicultural (MLT)
- ☐ HIV/AIDS (HIV)
- ☐ Dually Diagnosed (DUD)
- ☐ _____

**3. SETTING CODES: Please Check The Settings Where You Or The Organization Can Or Will Provide Service.**
***(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)***

- ☐ Addiction Treatment Facility (ADF)
- ☐ Ambulatory Care/Surg Center (AMB)
- ☐ Child Development Center (CDC)
- ☐ Comm Day Program (CDP)
- ☐ Comm Health Center (CHC)
- ☐ Comm Residential Facility (CRF)
- ☐ Crisis Center (CRC)
- ☐ Foster Care Home (FCH)
- ☐ Detention Facility–Youth (DFY)
- ☐ Detention Facility –Adult (DFA)
- ☐ Dialysis Center (DIA)
- ☐ Group Home –Youth (YGH)
- ☐ Group Home-MR (MGH)
- ☐ Homeless Shelter (HOS)
- ☐ In the Field (FLD)
- ☐ Inpatient-Pychiatric (INP)
- ☐ Inpatient-Medical (INM)
- ☐ Intermed Care Center-MR (IMR)
- ☐ Laboratory (LAB)
- ☐ Nursing Care Facility (NCF)
- ☐ Outpatient Clinic (OTC)
- ☐ Private Home (PRH)
- ☐ Provider's Office or Facility (POF)
- ☐ School (SCH)
- ☐ _____

**4. SPECIFIC SERVICE CATEGORIES: Please Check the Specific Service Categories That Apply To You or The Organization in which you are qualified, including licenses, or certified, to provide services:**

- ☐ Addiction Treatment Services (ADT)
- ☐ Allergy (ALG)
- ☐ Addiction Treatment Services (ADT)
- ☐ Assessment/Diagnosis (ASS)
- ☐ Audiology (AUD)
- ☐ Assessment Diagnosis (ASD)
- ☐ Birthing Services (BIR)
- ☐ Case Management-Family Services (CMF)
- ☐ Case Management-Medical (CMM)
- ☐ Case Management-Social (CMS)
- ☐ Child Care Services (DAY)
- ☐ Chore Services (CHR)
- ☐ Consulting (CON)
- ☐ Counseling Services (CSL)
- ☐ Crisis Intervention Services (CRI)
- ☐ Day Treatment Services (Habilitation) (DTR)
- ☐ Dental Services (DEN)
- ☐ Dialysis Services (DIA)
- ☐ Early Childhood Intervention (ECI)
- ☐ EPSDT Screening (EPS)
- ☐ Family Services (FAM)
- ☐ Homemaker Services (HOM)
- ☐ Dental Hygienist (DHY)
- ☐ Laboratory Screening Services (LAB)
- ☐ Mental Health (MEN)
- ☐ Midwiifery (MID)
- ☐ Music Therapy (MTH)
- ☐ Neurology (NEU)
- ☐ Nutrition and Dietary (NUT)
- ☐ Occupational Therapy (OTH)
- ☐ Optometry (OPT)
- ☐ Pediatric (PED)
- ☐ Personal Care Services (PCS)
- ☐ Physical Therapy (PTH)
- ☐ Podiatry (POD)
- ☐ Pre-Natal Services (PNA)
- ☐ Psychological Services (PSC)
- ☐ Pyschiatric (PSY)
- ☐ Recreation Therapy (RTH)
- ☐ Respiratory Care Services (RES)
- ☐ Respite Care (RSC)
- ☐ Supported Employment Services (SES)
- ☐ Social Worker Services (SWS)
- ☐ Speech Therapy (STH)
- ☐ Transportation Services (TRS)
- ☐ Visiting Nurse (home) (VIS)
- ☐ Vocational Rehabilitation (VOC)
- ☐ _____

**5. LICENSURE AND CERTIFICATION CATEGORIES: Please Check All of the Licensure and Certification categories that Apply to You or the Organization in which you are qualified, And Are Licensed Or Certified To Provide Services:**

- ☐ Acupuncture Therapist (ACC)
- ☐ Advanced Practice Registered Nurse (ARN)
- ☐ Architect (ARC)
- ☐ Audiologist (AUD)
- ☐ Certificate of Occupancy (COO)
- ☐ Child Development (CHD)
- ☐ Dental Hygienist (DHY)
- ☐ Dentist (DEN)
- ☐ Chiropractor (CHP)
- ☐ Foster Care Provider (FOS)
- ☐ Funeral Directors (FUN)
- ☐ Gynecology (GYN)
- ☐ Massage Therapy (MAS)
- ☐ Naturopathy (NAT)
- ☐ Nurse-Anesthetist (RNA)
- ☐ Nurse-Midwife (RNM)
- ☐ Nurse Practitioner (RNP)
- ☐ Nutritionist & Dietician (NUT)
- ☐ Obstetrician (OBS)
- ☐ Occupational Therapist (OTH)
- ☐ Optometrist (OPT)
- ☐ Opthomology (OPG)
- ☐ Pharmacist (PHM)
- ☐ Physical Therapist (PTH)
- ☐ Physician (DOC)
- ☐ Physician Assistant (PAS)
- ☐ Podiatrist (POD)
- ☐ Practical Nursing (LPN)
- ☐ Professional Counseling (PRO)
- ☐ Psychologist (PSC)
- ☐ Pyschiatrist (PSY)
- ☐ Registered Nurse (RNN)
- ☐ Respiratory Care (RES)
- ☐ Social Worker-Clinical (SWC)
- ☐ Social Worker (SWS)
- ☐ _____

**6. LANGUAGE SKILLS: Please Check All that Apply for Your Or The Organization's Language Skills:**

- ☐ English (ENG)
- ☐ Spanish (SPN)
- ☐ International/Universal Sign (SGN)
- ☐ Italian (ITL)
- ☐ French (FRN)
- ☐ Haitian Creole (CRE)
- ☐ Vietnamese (VTN)
- ☐ Korean (KOR)
- ☐ Chinese–Cantonese (CCA)
- ☐ Chinese-Mandarin (CMA)
- ☐ Ethiopian (Amharic) (AMH)
- ☐ _____

## SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE

**1. Please list All of the Personnel in your Organization Who Are Critical To organization Performance. Please List Officers, Clinical Directors, Medical Directors, Service Supervisors, and Sub-Contractors Essential to the Performance of Services in this Qualifications Record and Attach Resumes Coded to this Section. Attach Any Copies of Licenses, Certifications, or Credentials Where Applicable.:**

| | *Name* | *Title/Position* | *Affiliation* | *Telephone* | *Fax* | *E-Mail* |
|---|---|---|---|---|---|---|
| A | | | | | | |
| B | | | | | | |
| C | | | | | | |
| D | | | | | | |

## SECTION VIII – REMARKS SECTION

1. *Please use this section to respond to or to continue to response to any previous question, or request for information. In addition, please feel free to use this section to provide additional information vital to determining your or the organizations qualifications to enter into a Human Care Service Agreement with the District of Columbia*

## SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE

1. DRUG-FREE WORKPLACE CERTIFICATION: *Please provide Certification That You Or The Organization Does Or Will Operate In A Drug-Free Manner.*

I/We, _____ of _____

Hereby give, affirm and provide certification that I/We have received and have read the requirements on having and maintaining a Drug-Free Workplace in the District of Columbia, agree to be bound by those requirements and the remedies stated in the requirements, and further certify that I/We realize that making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

| *Name (Please Print)* | *Title* | *Signature* | *Date* |
|---|---|---|---|
| | | | |

*(May be signed on behalf of individual or organization.)*

2. **STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLY AND SERVICES CONTRACTS:** ***Please provide Certification That You Or The Organization Agree To Be Bound By the Standard Contract Provisions of the District of Columbia.***

I/We, _____ of _____

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts ("Standard Contract Provisions"), dated November 2004, and agree to be bound by all of the provisions, including The requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy America Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

| *Name (Please Print)* | *Title* | *Signature* | *Date* |
|---|---|---|---|
| | | | |

3. **INFORMATION CONSENT:** ***Please Provide Certification That You Or The Organization Provide Consent To The District To Obtain Additional Information As Needed.***

I/We, _____ of _____

Hereby give, provide and express my consent for representatives of the Office of Contracting and Procurement, Government of the District of Columbia, to obtain any information from any professional organization, business entity, individual, government agency, or academic institution concerning the Professional license status or certification referenced in this document. This material shall be held, maintained and updated by the Office of Contracting and Procurement. I further understand that the Office of Contracting and Procurement will use this information solely for internal purposes pertaining to the evaluation of the qualifications of individuals and organizations to provide human care services, as appropriate, in the District of Columbia.

| *Name (Please Print)* | *Title* | *Signature* | *Date* |
|---|---|---|---|
| | | | |

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE CHIEF FINANCIAL OFFICER
OFFICE OF TAX AND REVENUE

# TAX CERTIFICATION AFFIDAVIT

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

**Date:** _____

Name of Organization/Entity: _____

Address: _____

Business Telephone No.: _____

Principal Officer:

Name: _____ Title: _____

Soc. Sec. No.: _____

Federal Identification No.: _____

Contract No.: _____

Unemployment Insurance Account No.: _____

I hereby certify that:

1. I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
2. The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

| | | Current | Not Current | Not Applicable |
|---|---|---|---|---|
| District: | Sales and Use | ( ) | ( ) | ( ) |
| | Employer Withholding | ( ) | ( ) | ( ) |
| | Ball Park Fee | ( ) | ( ) | ( ) |
| | Corporation Franchise | ( ) | ( ) | ( ) |
| | Unincorporated Franchise | ( ) | ( ) | ( ) |
| | Personal Property | ( ) | ( ) | ( ) |
| | Real Property | ( ) | ( ) | ( ) |
| | Individual Income | ( ) | ( ) | ( ) |

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed $5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

_____ _____

Signature of Authorizing Agent Title

_____

Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this _____ day of _____ Month and Year

Notary Public: _____

My Commission Expires: _____

# DBH

# Human Care Agreement

# DISTRICT OF COLUMBIA

| HUMAN CARE AGREEMENT | PAGE 1 OF PAGES |
|---|---|

| 1. HUMAN CARE AGREEMENT NUMBER | 2. REQUISITION/PURCHASE REQUEST NO. | 3. DATE OF AWARD |
|---|---|---|
| | | |

| 4. ISSUED BY | 5. ADMINISTERED BY *(If other than Item No. 4)* |
|---|---|
| OFFICE OF CONTRACTING AND PROCUREMENT<br>DEPARTMENT OF BEHAVIORAL HEALTH<br>64 New York Avenue NE, 2nd Floor (west)<br>Washington, DC 20002 | Department of Behavioral Health , Attn: Venida Hamilton<br>Provider Relations<br>64 New York Avenue NE, 3rd Floor (west)<br>Washington, DC 20002 |

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR *(No. street, county, state and ZIP Code)*

| 7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: | 8. DISTRICT SHALL SEND ALL PAYMENTS TO: |
|---|---|
| Department of Behavioral Health<br>Accounts Payable<br>64 New York Avenue, NE, 4th Floor<br>Washington D.C. 20002<br>DBH.AP@dc.gov | |

***9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST***

| *ITEM/LINE NO.* | *NIGP CODE* | *BRIEF DESCRIPTION OF HUMAN CARE SERVICE* | *QUANTITY OF SERVICE REQUIRED* | *TOTAL SERVICE UNITS* | *SERVICE RATE* | *TOTAL AMOUNT* |
|---|---|---|---|---|---|---|
| | XXX-XX-XX | See section B | | | | |
| | | | | | *Total* | $ |
| | | | *Total From Any Continuation Pages* | | | $ |
| | | | *GRAND TOTAL* | | | $ |

***10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION CITED ON EACH ISSUED PURCHASE ORDER***

***11. PERIOD OF HUMAN CARE AGREEMENT***

| *Starting Date:* "See Box 13.c" | *Ending Date:* **September 30, 2017** |
|---|---|

***HUMAN CARE AGREEMENT SIGNATURES***

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. *The Provider/Contractor is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/*Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the *STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS*, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

| ***12. FOR THE PROVIDER/CONTRACTOR*** | | ***13. FOR THE DISTRICT OF COLUMBIA*** | |
|---|---|---|---|
| A. Name and Title of Signer *(Type or print)*<br>Name:<br>Title: | | A. Name of Contracting Officer *(Type or print)*<br>Name: George G. Lewis, CPPO<br>Title: Chief Contracting Officer | |
| B. Signature of PROVIDER/CONTRACTOR, or representative: | C. Date: | B. Signature of CONTRACTING OFFICER: | C. Date: |

## SECTION B: SERVICES

**B.1** The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Behavioral Health (DBH)), **is seeking to award one or multiple Human Care Agreements (hereinafter referred to as "HCA") to eligible Mental Health Rehabilitation Service Providers do not current hold an HCA or <u>who do not have option years remaining on existing Mental Health Rehabilitation Service (MHRS) HCAs</u> in order to perform MHRS for Mental Health Consumers referred through the DBH mandated Consumer Management System (Current System: ICAMs).**

**B.2** The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded HCAs will be eligible to receive task orders from the District to provide **Mental Health Rehabilitation Services (MHRS)**. The District is obligated only to the extent that purchase orders or tasks orders are made pursuant to the HCA.

**B.3** Delivery or performance shall be made only as authorized through the DBH Consumer Management system under task orders in accordance with the Ordering clause in Section G.

**B.3.1** The purchase order or task order pursuant to this HCA shall specify the population to be served, location and service type to the Provider who shall furnish MHRS. The scope of the services to be provided is specified in Section C of this HCA shall also require the Provider to possess and maintain the required MHRS Licensure during the performance of the HCA. There is no limit on the number of orders that may be issued. The District may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

**B.3.2** The HCA shall govern the Provider's and District's rights and obligations with respect to that purchase order or task order.

**B.4** **<u>SERVICE RATES</u>**

The rate of payment for services rendered in accordance with a Task Order shall be at the rates contained in Section B.4, Pricing Schedules, which have been established by the Department of Behavioral Health 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.5** **<u>SCHEDULE B - PRICING SCHEDULE</u>**

**B.5.1** **Pricing Schedule - Base Year** ( See Appendix A)

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

## SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

### C.1 GENERAL REQUIREMENTS

Certified Mental Health Rehabilitation Service (MHRS) Providers shall provide MHRS services for DBH Consumers referred and authorized by DBH through the DBH Client Management Tool (iCAMS) or other mandated referral system under this Agreement.

**C.1.1** Subject to the availability of funds, the District may purchase and the Provider shall provide the HCA services in the manner specified in subsections Section C.

**C.1.2** As a condition of the District's determination of eligibility to perform under this Agreement, the Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

### 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** 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.2.6** 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.2.7** 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.2.8** Core Services - the four categories of MHRS: Diagnostic/Assessment, Medication/Somatic Treatment, Counseling, and Community Support.

**C.2.9** 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.2.10** 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.2.11** 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.2.12** DBH - means the District Department of Mental Health, the successor in interest to the District Commission on Mental Health Services.

**C.2.13** Director - the chief executive and administrative officer of DBH.

**C.2.14** District State Medicaid Plan - the plan developed by the District, approved by HCFA (now known as CMS) and administered by the MAA, pursuant to District Code §1-359(b) and Title XIX of the Social Security Act as added July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*), as amended. The program operated in

accordance with the District State Medicaid Plan is referred to as the "Medicaid" or "Medical Assistance" program.

**C.2.15** DSM-IV - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9).

**C.2.16** DCMR - District of Columbia Municipal Regulations

**C.2.17** 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.2.18** 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.2.19** Contracting Officer/CO - DBH Director, Contracts and Procurement/Agency Chief Contracting Officer. See Section G.5, below. The term Contracting Officer/CO and Contracting Officer are used interchangeably in this solicitation.

**C.2.20** 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.2.21** Governing authority - the designated individuals or governing body legally responsible for conducting the affairs of the Provider.

**C.2.22** 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.2.23** 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.2.24** Individualized Service Specific Plan (ISSP) - The individualized service specific plan developed by an MHRS provider providing Medication/Somatic Treatment, Counseling and Psychotherapy, Community Support, Rehabilitation, Intensive Day Treatment, CBI, or ACT. (See 22A DCMR 3499.1). The ISSP shall be consistent with the IRP and specify the qualified practitioner designated to deliver the MHRS, and the frequency, duration, and scope of the MHRS. 22A DCMR 3499.1

**C.2.25** 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.2.26** Licensure/Certification Application - the application and supporting materials prepared and submitted to the District requesting licensure certification to provide certain mental health services and mental health supports.

**C.2.27** 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.2.28** 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 MAA/DBH Interagency Agreement, and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1

**C.2.29** MHRS provider - an organization certified by DBH to provide MHRS. MHRS provider includes CSAs, sub-providers, and specialty providers. 22A DCMR § 3499.1

**C.2.30** MAA - the District of Columbia, Department of Health, Medical Assistance Administration.

**C.2.31** Medicaid or Medical Assistance - the program described in the District State Medicaid Plan, approved by HCFA and administered by the MAA pursuant to District Code § 1-359(b) and Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. § 1396a *et seq.*).

**C.2.32** 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 and Rehabilitation.

**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 will 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 *et seq.* | Individuals with Disabilities Education Act (IDEA), as amended | 2001 |
| 2 | 29 U.S.C. §§ 791 *et seq.* | Rehabilitation Act of 1973, Section 504, as amended | 2001 |
| 3 | 42 U.S.C. §§ 1320d *et seq.* 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 *et seq.* | Americans With Disabilities Act of 1990 (ADA), Title II, as amended | 2001 |
| 5 | D.C. Official Code §§ 2-301.01 *et seq.* | The Procurement Practices Act of 1985, as amended | 2001 |
| 6 | D.C. Official Code §§ 2-303.06a *et seq.*, and 27 DCMR §§ 1905 *et seq.* | The Human Care Contract Amendment Act of 2000, as amended, and its implementing regulations | 2001 |
| 7 | D.C. Official Code §§ 2-1402.11 *et seq.* | District of Columbia Human Rights Act of 1977, as amended | 2001 |
| 8 | D.C. Official Code Title VII, Chapter 11A | The Department of Mental Health Establishment Act, as amended | 2001 |
| 9 | D.C. Official Code Title VII, Chapter 12 | Mental Health Information Act, as | 2001 |

| | | | |
|---|---|---|---|
| | | amended | |
| 10 | D.C. Official Code § 21-501 *et seq.* | Hospitalization of the Mentally Ill Act (the Ervin Act) | 2001 |
| 11 | 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 |
| 12 | Chapter 35, Title 16 of the DCMR | Mental Health Provider Certification Infractions | 2005 |
| 13 | Chapter 34, Title 22A of the DCMR | Mental Health Rehabilitation Services (MHRS) Provider Certification Standards | 2001 |
| 14 | Chapter 52 of Title 29, DCMR | Medicaid Reimbursement for Mental Health Rehabilitative Services | 2005 |
| 15 | Settle Agreement, *et al. v. Gray, et al.,* CA 74-285 (TFH) | Settle Agreement | 2012 |
| | Any other statute, regulation or rule governing Medicaid, promulgated by the federal or District government, that applies to the provision of the services outlined in this Agreement. | | |

**C.3.2** **Access to Online Documents**

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

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

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

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

## C.4 PROVIDER REQUIREMENTS

**C.4.1** **Diagnostic/ Assessment**

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

**C.4.2** **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 Task Orders issued under this Agreement.

**C.4.3** **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 Task Orders issued under this Agreement.

**C.4.4** **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 Task Orders issued under this Agreement.

**C.4.5 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 Task Orders issued under this Agreement.

**C.4.6 Counseling-Group**

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

**C.4.7 Community Support- Individual**

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

**C.4.8 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 Task Orders issued under this Agreement.

**C.4.9 Crisis/Emergency**

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

**C.4.10 Rehabilitation (Day Services)**

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

**C.4.11 Intensive Day Treatment**

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

**C.4.12** **Community-Based Intervention**

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

**C.4.13** **Assertive Community Treatment**

Contractor shall provide Assertive Community Treatment services in accordance with 22A DCMR §§ 3423, 3424 and 29 DCMR § 5210, as ordered by Task 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:

**C.5.1.1** 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;

**C.5.1.2** 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.5.1.3** 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.

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

**C.5.2.1** Provider shall cooperate with Medicaid Managed Care Plans ("MMCPs") which enter into contracts with the MAA to provide Medicaid Services to Consumers participating the District's Medicaid managed care programs. The scope of that cooperation shall include, but not be limited to:

1. Service delivery protocols;
2. Quality assurance;
3. Utilization review;

4. Record-keeping and reporting;

5. Clinical management and program coordination; and

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

**C.5.2.2** 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

### D.1 PACKAGING AND MARKING

[RESERVED]

### D.2 POSTAGE AND MAILING FEES

[RESERVED]

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

## SECTION E: INSPECTION AND ACCEPTANCE

### E.1 GENERAL PROVISIONS

The inspection and acceptance requirements for the Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts, dated March 2007, Attachment J.2.

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

**E.2.1** In addition to the provisions outlined in Clause 8 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, Attachment J to this Agreement, if DBH determines that Provider has failed to comply with any applicable federal or District law or regulation, specifically any law, regulation, or order that prohibits discrimination on the basis of race, age, sex, national origin, marital status, or physical or mental handicap, DBH may take any or all of the following actions:

**E.2.1.1** Withhold all or part of the Providers' payments; and/or

**E.2.1.2** Terminate the Agreement within ninety (90) days from date of notice to the Provider.

**E.2.2** DBH shall provide written notice of any action to the Provider, which shall include:

1. Identification of the sanction to be applied;
2. The basis for DBH's determination that the sanction should be imposed;
3. The effective date of the sanction; and
4. The timeframe and procedure for Provider to appeal DBH's determination, if applicable.

**E.2.3** DBH may terminate this Agreement with at least ninety (90) days written notice to Provider if Provider fails to comply with the terms of the Agreement, and/or any applicable law or regulation of the District or the United States regarding mental health services and mental health supports.

**E.2.4** DBH may terminate this Agreement immediately if:

1. The United States Department of Health and Human Services withdraws Federal; Financial Participation in whole or part for the cost of covered services; or

2. Appropriated funds are unavailable for the continuation of this Agreement.

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

## SECTION F: DELIVERIES OR PERFORMANCE

**F.1** **PERIOD OF PERFORMANCE/TERM OF CONTRACT**

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 THE CONTRACT**

**F.2.1** The District may extend the term of this contract 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 contract; provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer/CO prior to expiration of the contract.

**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 contract, including the exercise of any options under this clause, shall not exceed five (5) years.

**F.3** **REPORTING AND DATA REQUIREMENTS**

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

1. Timely and accurate eligibility and benefits determination;
2. Timely and accurate claims submission, posting and payment;
3. Comprehensive decision support for operational and administrative analysis;
4. Management and oversight of generally-accepted accounting principles, processes and reporting; and
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 in *Dixon, et al. v. Fenty, et al.,* CA 74-285 (TFH). 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 Contracting Officer/CO 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

### G.1 BILLING AND PAYMENT

#### G.1.1 Claims Payment

**G.1.1.1** DBH, through the Memorandum of Understanding Between Department of Health Medical Assistance Administration and Department of Mental 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 MAA, 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 and covered in Section C.4 of this Agreement.

**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 Task 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 submitted electronically using the eCura system. eCura's NSF file layout is based on QuickLink Statewide Health Network Electronic Media Claims National Standard Format, National Version 02.00, Local Version 02.00. More detailed information on each record type can be found there.
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 rather than as separate line items.

**G.1.3.3** The Authorization Plan number produced by eCura must be submitted within the claim. The Authorization Plan number will be used to evaluate the dates of service, procedure code, and rendering provider on the claim against what was submitted on the authorization plan.

**G.1.3.4** For a list of services that cannot be billed on the same date of service, please see the table in Section 6.4.3, Service Combination Authorization Limitations, in the Department's Provider 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 MAA within 300 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 nonreimbursable 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 MAA, 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.1.11** In the event that Medicaid claims billing exceeds amounts allocated on the Providers Task order the Department shall increase the Medicaid match and FFP allocation to sufficiently cover payable Medicaid claims.

**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 Contracting Officer/CO'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** **DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)**

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

George G. Lewis,
Director, Contracts and Procurement
Office of Contract and Procurement
Department of Behavioral Health
64 New York Avenue, NE, 4th Floor
Washington, DC 20002
Telephone: 202-671-3188
Fax: 202-671-3395

**G.6** **AUTHORIZED CHANGES BY THE CONTRACTING OFFICER/CO**

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

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

**G.6.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer/CO, 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 Contracting Officer/CO and advising the Contracting Officer/CO 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
Office of Programs and Policy
Provider Relations
Department of Mental Health
64 New York Avenue, NE
Washington, DC 20002
(202) 671-0344

**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 Contracting Officer/CO, 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 *****

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

### H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

**H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

**H.1.1.1** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

**H.1.2** The Provider shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

### H.2 DEPA RTMENT O F LA BOR WAGE DETERMINATIONS

**H.2.1** The Provider shall be bound by the Wage Determination No. 2015-4281, Revision 3, dated 4/8/2016 , issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq*., and incorporated herein as Section L.2. The Provider shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

### H.3 PUBLICITY

**H.3.1** The Provider shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, 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.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Provider to

perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the contract, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

**H.5** **51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

**H.5.1** The Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq*. ("First Source Act").

**H.5.2** The Provider shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Provider shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.3** The Provider shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report") to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

(1) Number of employees needed;

(2) Number of current employees transferred;

(3) Number of new job openings created;

(4) Number of job openings listed with DOES;

(5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
(6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:

(a) Name;

(b) Social security number;

(c) Job title;

(d) Hire date;

(e) Residence; and

(f) Referral source for all new hires.

**H.5.4** If the contract amount is equal to or greater than $100,000, the Provider agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.5** With the submission of the Provider's final request for payment from the District, the Provider shall:

(1) Document in a report to the CO its compliance with section H.5.4 of this clause; or

(2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

(a) Material supporting a good faith effort to comply;

(b) Referrals provided by DOES and other referral sources;

(c) Advertisement of job openings listed with DOES and other referral sources; and

(d) Any documentation supporting the waiver request pursuant to section H.5.6.

**H.5.6** The CO may waive the provisions of section H.5.4 if the CO finds that:

(1) A good faith effort to comply is demonstrated by the Provider;

(2) The Provider is located outside the Washington, D.C. Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington, D.C. Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

(3) The Provider enters into a special workforce development training or placement arrangement with DOES; or

(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.7** Upon receipt of the Provider's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Provider is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Provider is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section HI.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6** **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 programs and activities. See 29 U.S.C. § 794 *et seq*.

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

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

## H.8 WAY TO WORK AMENDMENT ACT OF 2006

**H.8.1** Except as described in I.8.8 below, the Provider 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.8.2** The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

**H.8.3** The Provider 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

**H.8.5** The Provider shall provide a copy of the Fact Sheet attached as I.6 to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice attached as I.5 in a conspicuous place in its place of business. The Provider 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.8.6** The Provider 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.8.7** The payment of wages required under the Living Wage Act of 2015 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.

**H.8.8** The requirements of the Living Wage Act of 2015 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 2015;

(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 2015;

(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

(a) 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.8.9** The Mayor may exempt a Provider 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.9 SUBCONTRACTING REQUIREMENTS

### H.9.1 Mandatory Subcontracting Requirements

**H.9.1.1** 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.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, 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.9.1.3** A prime Provider which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### H.9.2 Subcontracting Plan

If the prime Provider is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime Provider 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 CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.9.2.1** 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.9.2.2** 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, by any certified business enterprises;

**H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**H.9.2.4** The name of the individual employed by the prime Provider who will administer the subcontracting plan, and a description of the duties of the individual;

**H.9.2.5** A description of the efforts the prime Provider will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

**H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Provider will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

**H.9.2.7** Assurances that the prime Provider will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime Provider with the subcontracting plan;

**H.9.2.8** A list of the type of records the prime Provider will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Provider will make such records available for review upon the District's request; and

**H.9.2.9** A description of the prime Provider's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3** **Subcontracting Plan Compliance Reporting.**

If the Provider has an approved subcontracting plan required by law under this contract, the Provider shall submit to the CO 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.9.3.1** The dollar amount of the contract or procurement;

**H.9.3.2** A brief description of the goods procured or the services contracted for;

**H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

**H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;

**H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

**H.9.3.6** A description of the activities the Provider engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

**H.9.3.7** A description of any changes to the activities the Provider intends to make by the next month to achieve the requirements set forth in its plan.

**H.9.4** **Subcontractor Standards**

**H.9.4.1** A prime Provider shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.9.5** **Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Provider fails to comply with its approved subcontracting plan, and the CO determines the Provider's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a Provider willfully breached its approved subcontracting plan if the Provider (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A Provider 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 Provider was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10** **DISTRICT RESPONSIBILITIES**

**H.10.1** The District will provide an authorization for job development/job placement services within ten (10) business days from the date of the referral for Evidenced Based Supported Employment job development and will provide the authorization for job stabilization/job coaching within five (5) business days upon notification of the person's acceptance of a job offer.

**H.10.2** The District will make the Provider aware of Federal and District laws and established the District's policies pertaining to maintaining individual records through discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.

**H.10.3** An orientation will be provided by the District Benefits Specialist to initiate basic information about Benefits to include, but not limited to, SSDI, SSI, Ticket to Work and Work Incentive Improvement program, Medicaid, Medicare, Food Stamps, Housing and the value of employment and interaction with benefit eligibility. The District benefits Specialist will also obtain benefits information and verification from SSA, prior to sending the VR Specialist a recommendation for the person to receive external benefits counseling with a contracted Provider.

**H.10.4** The District will provide the contracted Provider with Referral for Services– Written Authorization Form bearing the signature of the District employee. (see referral form in Appendix A)

**H.10.5** The District will submit to the contracted Provider for each person referred available social history, available reports on psychological evaluations, available medical history, available family information, individual habilitation or treatment plans; IPE developed by the District with evaluation data; and employment histories and other pertinent data, as appropriate, and as mutually agreed upon by the District and the contracted Provider.

**H.10.6** The VR Specialist will notify the Provider, the individual and the other agencies (government or non-government) upon successful case closure in status 26, to enable these agencies to continue services through their long term support.

## H.11 CONTRACTOR RESPONSIBILITIES

**H.11.1** The Provider bears responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.

**H.11.2** The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

## H.12 PRIVACY AND CONFIDENTIALITY COMPLIANCE

**H.12.1** For the purpose of this agreement the DBH, a covered component within the District of Columbia's Hybrid Entity will be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the "HIPAA Regulations") and [INSERT VENDOR INFORMATION], as a recipient of Protected Health Information or electronic Protected Health Information from DBH, is a "Business Associate" as that term is

defined by HIPAA. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

**H.12.2** Department of Behavioral Health Confidentiality Compliance required of all Providers/Service Providers : http://dbh.dc.gov/node/816402

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

## 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 ("SCP") are incorporated as part of the HCA. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

### I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

### I.3 CONFIDENTIALITY OF INFORMATION

The Provider shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information 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, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

### I.5 RIGHTS IN DATA

**I.5.1** "Data," as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.

**I.5.2** The term "Technical Data", as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

**I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

**I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

**I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

**I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or

instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

**I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Provider may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Provider to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

**I.5.8** In addition to the rights granted in Section I.5.6 above, the Provider hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the CO is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Provider without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

**I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Provider shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Provider's rights in that subcontractor data or computer software which is required for the District.

**I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation

associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

**I.5.11** The Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

## I.6 OTHER CONTRACTORS

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

## I.7 Consent to Subcontracts

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## I.8 INSURANCE (March 2010)

A. **GENERAL REQUIREMENTS.** The Contractor shall acquire 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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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 contractors. 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.

4. **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.

5. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: $2,000,000 per occurrence, including the District of Columbia as additional insured.

6. **Professional Liability Insurance (Errors & Omissions).** The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per occurrence for each wrongful act and $2,000,000 annual aggregate.

7. **Sexual/Physical Abuse & Molestation**. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

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 WILL 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 Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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:

George G. Lewis
Chief Contracting Officer
Office of Contracting and Procurement
Department of Behavioral Health
64 New York Ave, NE, 2nd Floor
Washington, DC 20002
*E-mail address: George.Lewis@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 that 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 subcontractors in the performance of this contract.

## I.9 Equal Employment Opportunity

The Contractor shall comply with and maintain compliance with Equal Employment Opportunity provisions set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## I.10 Order of Precedence

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

**(1)** The Human Care Agreement
**(2)** Contractor's Proposal
**(3)** The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.
**(4)** Department of Behavioral Health Policies and Procedures
**(5)** The Human Care Agreement Contractor Qualifications Record.
**(6)** The Task Order with sufficient funding under a Purchase Order.

## I.11 Contracts in Excess of One Million Dollars

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

## I.12 Governing Law

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

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

## SECTION J - LIST OF ATTACHMENTS

### WEB ADDRESSES FOR COMPLIANCE DOCUMENTS

| Attachment No. | Document |
|---|---|
| **J.1** | Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP)<br>http://ocp.dc.gov/publication/standard-contract-provisions-march-2007<br>**(Double Click Link or paste into web browser)** |
| **J.2** | DC Department of Consumer and Regulatory Affairs - Business Registration and Licensing<br>http://dcra.dc.gov/service/corporate-registration<br>http://dcra.dc.gov/node/545242 |
| **J.3** | 2016 Living Wage Act Fact Sheet (The Living Wage Act of 2006) / 2016 Living Wage Notice<br>http://ocp.dc.gov/publication/2016-living-wage-fact-sheet<br>http://ocp.dc.gov/publication/2016-living-wage-notice |
| **J.4** | Department of Behavioral Health Policies and Rules<br>http://dbh.dc.gov/page/policies-rules<br>DBH Privacy Manual<br>http://dbh.dc.gov/node/286992 |
| **J.5** | Reporting Major Unusual Incidents (MUIs) and Unusual Incident (UIs) -<br>http://dbh.dc.gov/node/1135281 |
| **J.6** | Wage Determination No. 2015-4281 (Revision 3) April 8, 2016<br>http://www.wdol.gov/wdol/scafiles/std/15-4281.txt?v=2 |
| **J.7** | Mandatory Subcontracting Requirements – **WAIVED**<br>**Waiver obtained for MHRS Services. Solicitation Continuously open with periodic review dates** |
| **REQUIRE COMPLETION AND SUBMISSION WITH BID/OFFER** | |
| **J.8** | Tax Certification Affidavit - http://otr.cfo.dc.gov/publication/tax-certification-affidavit-00 |
| **J.9** | Equal Employment Opportunity (EEO) Policy Statement<br>http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Complaince%20Documents%200307.pdf |
| **J.10** | Bidder/Offeror Certification Form - http://ocp.dc.gov/publication/bidder-offeror-certification |
| **J.11** | First Source Agreement – **Applicable for the Base Year Period of Performance and Any Exercised Option Year equal to or in excess of $300,000.00 –** http://ocp.dc.gov/publication/first-source-employment-agreement-rev-2013<br>Contractor shall submit the Employment Plan and Non Construction Employment Agreement forms. |

**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 *****

APPENDIX A

# Section B

# Pricing Schedule

## *Appendix A: Service Code/Modifier/Place-of-Service Table with Medicaid Rates and Local Rates*

*Reference Section 9.3 and 10.4.7.1*

| 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 Training/Support Treatment** | H0034 | HQ | 11-Office | Y | **13.52 / 15-min Unit** |
| | Med Training/Support | Group | 12-Home | Y | |
| | | | 14-Group Home | Y | |
| | | | 53-Comunty MH center | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| | H0034 | | 04-Homeless Shelter | Y | **44.65 / 15-min Unit** |
| | Med Training/Support | Individual | 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 | |
| | | | | | |
| | H0036 | | 04-Homeless Shelter | Y | **$21.97 / 15-min Unit** |
| | Community Support | Individual | 11-Office | Y | |
| | | | 12-Home | Y | |
| | | | 14-Group Home | Y | |

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | | | 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 | |
| | | | 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 | |

[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.

[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 Training/Support services, when both services are provided at the same time. Medication/Training/Support is a rehabilitation service that must be rendered by a psychiatrist, or an APRN working in

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | | | 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** |
| | 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 | | | | |

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.

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | (1 day at least 5 hours) | | | | |
| | | | | | |
| **Community-Based Intervention**[3] | H2022 | | 03-School | Y | **35.74 / 15-min Unit** |
| | Community-Based | | 11-Office | Y | |
| | Intervention - CBI | | 12-Home | Y | |
| | (Level II) IHCBS | | 14-Group Home | Y | |
| | | | 53-Community MH center | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| | H2022 | | 03-School | Y | **35.74 / 15-min Unit** |
| | Community-Based | | 11-Office | Y | |
| | Intervention – CBI | | 12-Home | Y | |
| | (Level III) IHCBS- short term | | 14-Group Home | Y | |
| | | | 53-Community MH center | Y | |
| | | | 99-POS not identified | | |
| | | | | | |
| | H2033 | | 03-School | Y | **57.42 / 15-min Unit** |
| | Community Based | | 11-Office | Y | |
| | Intervention - CBI | | 12-Home | Y | |
| | (Level I) MST | | 53-Community MH center | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| | H2033 | HU | 03-School | Y | |
| | Community-Based | | 11-Office | Y | **57.42 / 15-min Unit** |
| | Intervention – CBI | | 12-Home | Y | |
| | (level IV) FFT | | 53-Community MH center | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| **Assertive Community Treatment (ACT)** | H0039 | | 04-Homeless Shelter | Y | **38.04 / 15-min Unit** |
| | Assertive Community | Individual | 11-Office | Y | |
| | Treatment - ACT[4] | | 12-Home | Y | |
| | | | 14-Group Home | Y | |
| | | | 53-Community MH center | Y | |
| | | | 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.

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

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | H0039 | HQ | 11-Office | Y | **11.51 / 15-min Unit** |
| | Assertive Community | Group | 53-Community MH center | Y | |
| | Treatment – ACT | | 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 | 03-School | Y | **26.42 / 15-min Unit** |
| | Counseling On-site | Family Without consumer | 11-Office | Y | |
| | | | 53-Community MH center | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| | H0004 | HR | 03-School | Y | **26.42 / 15-min Unit** |
| | Counseling On-Site | Family with Consumer | 11-Office | Y | |
| | | | 53-Community MH center | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| | | | | | |
| | H0004 | HETN | 12-Home | Y | **27.45 / 15-min Unit** |
| | Counseling Off-Site | Individual | 14-Group Home | Y | |
| | | | 99-POS not identified | Y | |
| | | | | | |
| | | | | | |
| | | | | | |
| | S0281 | U1 | 11-Office | | **481.00 Case Rate/mo** |
| | Health Home Services; High-Acuity | | 53-Community MH center | | |
| | | | 99-POS not identified | | |
| | | | | | |
| | S0281 | U2 | 11-Office | | **349.00 Case Rate/mo** |
| | Health Home Services; Low-Acuity | | 53-Community MH center | | |
| | | | 99-POS not identified | | |

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | | | | | |
| **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** | |
| | | | | | |
| | | | | | |
| | DMH14 | | 53-Community MH center | **N** | **325.36 / Day** |
| | Residential Crisis Stabilization | | | | |
| | | | | | |
| | DMH20 | | 11-Office | **N** | **15.00 / 15-min Unit** |
| | Team Meeting | | 53-Community MH center | **N** | |
| | | | 99-POS not identified | **N** | |
| | | | | | |
| | DMH22 | | 04-Homeless Shelter | **N** | |
| | Jail Diversion – (Criminal Justice | | 09-Prison/Correctional facility | **N** | **Rate negotiated by individual contract** |
| | System – CJS) | | 11-Office | **N** | |
| | | | 12-Home | **N** | |
| | | | 14-Group Home | **N** | |
| | | | 53-Community MH center | **N** | |
| | | | 99-POS not identified | **N** | |
| | | | | | |
| | DMH23 | | 53-Community MH center | **N** | **325.36 / Day** |
| | No-Auth Residential Crisis Stabilization | | | | |
| | | | | | |
| | DMH24 | | 99-POS not identified | **N** | **Case Rate** |
| | Integrated Community | | | | |
| | Care Project - ICCP | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | DMH26 | | 11-Office | N | 25.00 / Occurrence |
| | Transitional Service[5] | | 12-Home | N | |
| | | | 53-Community MH center | N | |
| | | | 99-POS not identified | N | |
| | | | | | |
| | H0006 | HU | 11-Office | N | 21.97 / 15-min Unit |
| | Choice Care Coordination | | 12-Home | N | |
| | | | 53-Community MH center | N | |
| | | | 99-POS not identified | N | |
| | | | | | |
| | | | | | |
| | FLEXN | | 11-Office | N | 1¢ / Unit |
| | FlexN Service | | 12-Home | N | |
| | | | 53-Community MH Ctr | N | |
| | | | 99-POS not identified | N | |
| | | | | | |
| | | | | | |
| | DBH-MILN | | 15-Mobile | N | GSA Per Diem Schedule |
| | Travel/Transportation | | | | |
| | | | | | |
| | | | | | |
| | 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 | |
| | | | | | |
| | | | | | |
| | | | | | |

[5] DMH26 (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).

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | H0032 | HK | 09-Prison-Correctional facility | N | |
| | MH Service – COC Treatment Planning – Inst. | | 21-Inpatient hospital | N | **21.97 / 15-min Unit** |
| | (MHS-CTPI)[7] | | 31-Skilled nursing facility | N | |
| | | | 32-Nursing facility | N | |
| | | | 51-Inpatient Psychiatric facility | N | |
| | | | 56-Psych. Residential Treatment Center | N | |
| | | | | | |
| | | | | | |
| | 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 | |
| | | | | | |
| | | | | | |
| | | | | | |

[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).

[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.

| MHRS Service Category | Procedure Code | Modifier | Place-of-Service | Medicaid Reimbursable (Y or N) | Rate |
|---|---|---|---|---|---|
| | 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) | | | | |
| | | | | | |
| | | | | | |
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| | | | | | |

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

[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.

# ATTACHMENT J.3

## •2016 DC Living Wage Act Fact Sheet

## •2016 Living Wage Notice

# LIVING WAGE ACT FACT SHEET

The "Living Wage Act of 2006," Title I of D.C. Law 16-118, (D.C. Official Code §§ 2-220.01-.11) provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of $100,000 or more shall pay affiliated employees no less than the current living wage rate.

**Effective January 1, 2016, the living wage rate is $13.85 per hour.**

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

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

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

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);

2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;

3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act;

7. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District of Columbia;

8. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501 (c) (3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68 A 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 persons with intellectual disabilities 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); provided however, that a home care agency, a community residence facility, or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and

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

## Enforcement

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

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

If you believe that your employer is subject to this law is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Fourth Floor, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

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

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

# "THE LIVING WAGE ACT OF 2006"

**Title I, D.C. Law No. 16-118, (D.C. Official Code §§ 2-220.01-.11)**

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

**Effective January 1, 2016, the living wage rate is $13.85.**

**The requirement to pay a living wage applies to:**

- All recipients of contracts in the amount of $100,000 or more; and, all subcontractors of these recipients receiving $15,000 or more from the funds received by the recipient from the District of Columbia, and,
- All recipients of government assistance in the amount of $100,000 or more; and, all subcontractors of these recipients of government assistance receiving $50,000 or more in funds from government assistance received from the District of Columbia.

**"Contract" means a written agreement between a recipient and the District government.**
**"Government assistance" means a grant, loan or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.**
**"Affiliated employee" means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term "affiliated employee" does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient or subcontractor.**

**Certain exceptions apply** where contracts are subject to higher wage level determinations required by federal law; contracts delivered by regulated utility; contracts for services needed immediately to prevent or respond to a disaster or imminent threat to the public health or safety declared by the Mayor; contracts awarded to recipients that provide trainees with additional services provided the trainee does not replace employees; tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; Medicaid provider agreements for direct care services to Medicaid recipients, however, a home care agency, a community residential facility or a group home for persons with intellectual disabilities shall not be required to pay a living wage until implementing regulations are published in the D.C. Register and any necessary state plan amendments are approved; and contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

**Exemptions are provided** for employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week, and for employees of nonprofit organizations that employ not more than 50 individuals.

**Each recipient and subcontractor of a recipient shall provide this notice to each affiliate employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.**

**All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.**

**For the complete text of the Living Wage Act of 2006 go to D.C. Official Code §§ 2-220.01-.11**

**To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Fourth Floor, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to "File a Claim" tab.**

# ATTACHMENT J.6

# U.S. Department of Labor Wage Determination Dated, April 08, 2016

WD 15-4281 (Rev.-3) was first posted on www.wdol.gov on 04/19/2016
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| | |
|---|---|
| REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT<br>By direction of the Secretary of Labor | U.S. DEPARTMENT OF LABOR<br>EMPLOYMENT STANDARDS ADMINISTRATION<br>WAGE AND HOUR DIVISION<br>WASHINGTON D.C. 20210 |
| Daniel W. Simms<br>Director<br>Division of<br>Wage Determinations | Wage Determination No.: 2015-4281<br>Revision No.: 3<br>Date Of Revision: 04/08/2016 |

Note: Under Executive Order (EO) 13658, an hourly minimum wage of $10.15 for calendar year 2016 applies to all contracts subject to the Service Contract Act for which the solicitation was issued on or after January 1, 2015. If this contract is covered by the EO, the contractor must pay all workers in any classification listed on this wage determination at least $10.15 per hour (or the applicable wage rate listed on this wage determination, if it is higher) for all hours spent performing on the contract in calendar year 2016. The EO minimum wage rate will be adjusted annually. Additional information on contractor requirements and worker protections under the EO is available at www.dol.gov/whd/govcontracts.

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
Maryland Counties of Calvert, Charles, Prince George's
Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier, Loudoun, Prince William, Stafford

**Fringe Benefits Required Follow the Occupational Listing**

| OCCUPATION CODE - TITLE | FOOTNOTE | RATE |
|---|---|---|
| 01000 - Administrative Support And Clerical Occupations | | |
| 01011 - Accounting Clerk I | | 16.59 |
| 01012 - Accounting Clerk II | | 18.61 |
| 01013 - Accounting Clerk III | | 22.30 |
| 01020 - Administrative Assistant | | 31.41 |
| 01035 - Court Reporter | | 21.84 |
| 01041 - Customer Service Representative I | | 14.40 |
| 01042 - Customer Service Representative II | | 16.18 |
| 01043 - Customer Service Representative III | | 17.66 |
| 01051 - Data Entry Operator I | | 14.71 |
| 01052 - Data Entry Operator II | | 16.05 |
| 01060 - Dispatcher, Motor Vehicle | | 18.42 |
| 01070 - Document Preparation Clerk | | 14.70 |
| 01090 - Duplicating Machine Operator | | 14.70 |
| 01111 - General Clerk I | | 14.88 |
| 01112 - General Clerk II | | 16.24 |
| 01113 - General Clerk III | | 18.74 |
| 01120 - Housing Referral Assistant | | 25.29 |
| 01141 - Messenger Courier | | 14.98 |
| 01191 - Order Clerk I | | 15.12 |
| 01192 - Order Clerk II | | 16.50 |
| 01261 - Personnel Assistant (Employment) I | | 18.15 |
| 01262 - Personnel Assistant (Employment) II | | 20.32 |
| 01263 - Personnel Assistant (Employment) III | | 22.65 |
| 01270 - Production Control Clerk | | 24.23 |
| 01290 - Rental Clerk | | 16.55 |
| 01300 - Scheduler, Maintenance | | 18.07 |
| 01311 - Secretary I | | 18.07 |
| 01312 - Secretary II | | 20.18 |
| 01313 - Secretary III | | 25.29 |
| 01320 - Service Order Dispatcher | | 16.98 |

| | |
|---|---|
| 01410 - Supply Technician | 31.41 |
| 01420 - Survey Worker | 20.03 |
| 01460 - Switchboard Operator/Receptionist | 14.43 |
| 01531 - Travel Clerk I | 13.46 |
| 01532 - Travel Clerk II | 14.46 |
| 01533 - Travel Clerk III | 15.53 |
| 01611 - Word Processor I | 15.63 |
| 01612 - Word Processor II | 17.67 |
| 01613 - Word Processor III | 19.95 |
| 05000 - Automotive Service Occupations | |
| 05005 - Automobile Body Repairer, Fiberglass | 27.70 |
| 05010 - Automotive Electrician | 23.51 |
| 05040 - Automotive Glass Installer | 22.15 |
| 05070 - Automotive Worker | 22.15 |
| 05110 - Mobile Equipment Servicer | 19.04 |
| 05130 - Motor Equipment Metal Mechanic | 24.78 |
| 05160 - Motor Equipment Metal Worker | 22.15 |
| 05190 - Motor Vehicle Mechanic | 24.78 |
| 05220 - Motor Vehicle Mechanic Helper | 18.49 |
| 05250 - Motor Vehicle Upholstery Worker | 21.63 |
| 05280 - Motor Vehicle Wrecker | 22.15 |
| 05310 - Painter, Automotive | 23.51 |
| 05340 - Radiator Repair Specialist | 22.15 |
| 05370 - Tire Repairer | 14.44 |
| 05400 - Transmission Repair Specialist | 24.78 |
| 07000 - Food Preparation And Service Occupations | |
| 07010 - Baker | 14.14 |
| 07041 - Cook I | 13.81 |
| 07042 - Cook II | 16.06 |
| 07070 - Dishwasher | 10.11 |
| 07130 - Food Service Worker | 10.66 |
| 07210 - Meat Cutter | 19.19 |
| 07260 - Waiter/Waitress | 9.70 |
| 09000 - Furniture Maintenance And Repair Occupations | |
| 09010 - Electrostatic Spray Painter | 19.86 |
| 09040 - Furniture Handler | 14.06 |
| 09080 - Furniture Refinisher | 20.23 |
| 09090 - Furniture Refinisher Helper | 15.52 |
| 09110 - Furniture Repairer, Minor | 17.94 |
| 09130 - Upholsterer | 19.86 |
| 11000 - General Services And Support Occupations | |
| 11030 - Cleaner, Vehicles | 10.54 |
| 11060 - Elevator Operator | 11.59 |
| 11090 - Gardener | 17.52 |
| 11122 - Housekeeping Aide | 12.23 |
| 11150 - Janitor | 12.23 |
| 11210 - Laborer, Grounds Maintenance | 13.07 |
| 11240 - Maid or Houseman | 11.40 |
| 11260 - Pruner | 11.58 |
| 11270 - Tractor Operator | 16.04 |
| 11330 - Trail Maintenance Worker | 13.07 |
| 11360 - Window Cleaner | 13.80 |
| 12000 - Health Occupations | |
| 12010 - Ambulance Driver | 21.63 |
| 12011 - Breath Alcohol Technician | 21.35 |
| 12012 - Certified Occupational Therapist Assistant | 25.42 |
| 12015 - Certified Physical Therapist Assistant | 23.57 |
| 12020 - Dental Assistant | 17.98 |
| 12025 - Dental Hygienist | 44.75 |
| 12030 - EKG Technician | 30.44 |
| 12035 - Electroneurodiagnostic Technologist | 30.44 |
| 12040 - Emergency Medical Technician | 21.63 |
| 12071 - Licensed Practical Nurse I | 19.07 |
| 12072 - Licensed Practical Nurse II | 21.35 |
| 12073 - Licensed Practical Nurse III | 24.13 |

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|---|---|---|
| 12100 - Medical Assistant | | 16.36 |
| 12130 - Medical Laboratory Technician | | 18.08 |
| 12160 - Medical Record Clerk | | 18.80 |
| 12190 - Medical Record Technician | | 21.04 |
| 12195 - Medical Transcriptionist | | 20.12 |
| 12210 - Nuclear Medicine Technologist | | 37.60 |
| 12221 - Nursing Assistant I | | 11.74 |
| 12222 - Nursing Assistant II | | 13.19 |
| 12223 - Nursing Assistant III | | 14.40 |
| 12224 - Nursing Assistant IV | | 16.16 |
| 12235 - Optical Dispenser | | 20.17 |
| 12236 - Optical Technician | | 17.38 |
| 12250 - Pharmacy Technician | | 18.12 |
| 12280 - Phlebotomist | | 17.18 |
| 12305 - Radiologic Technologist | | 32.31 |
| 12311 - Registered Nurse I | | 27.64 |
| 12312 - Registered Nurse II | | 33.44 |
| 12313 - Registered Nurse II, Specialist | | 33.44 |
| 12314 - Registered Nurse III | | 40.13 |
| 12315 - Registered Nurse III, Anesthetist | | 40.13 |
| 12316 - Registered Nurse IV | | 48.10 |
| 12317 - Scheduler (Drug and Alcohol Testing) | | 23.90 |
| 12320 - Substance Abuse Treatment Counselor | | 27.04 |
| 13000 - Information And Arts Occupations | | |
| 13011 - Exhibits Specialist I | | 21.37 |
| 13012 - Exhibits Specialist II | | 26.46 |
| 13013 - Exhibits Specialist III | | 32.37 |
| 13041 - Illustrator I | | 20.48 |
| 13042 - Illustrator II | | 25.38 |
| 13043 - Illustrator III | | 31.03 |
| 13047 - Librarian | | 36.09 |
| 13050 - Library Aide/Clerk | | 14.86 |
| 13054 - Library Information Technology Systems Administrator | | 32.58 |
| 13058 - Library Technician | | 20.09 |
| 13061 - Media Specialist I | | 20.60 |
| 13062 - Media Specialist II | | 23.05 |
| 13063 - Media Specialist III | | 25.70 |
| 13071 - Photographer I | | 16.65 |
| 13072 - Photographer II | | 18.90 |
| 13073 - Photographer III | | 23.67 |
| 13074 - Photographer IV | | 28.65 |
| 13075 - Photographer V | | 33.76 |
| 13090 - Technical Order Library Clerk | | 18.67 |
| 13110 - Video Teleconference Technician | | 21.25 |
| 14000 - Information Technology Occupations | | |
| 14041 - Computer Operator I | | 18.92 |
| 14042 - Computer Operator II | | 21.18 |
| 14043 - Computer Operator III | | 23.60 |
| 14044 - Computer Operator IV | | 26.22 |
| 14045 - Computer Operator V | | 29.05 |
| 14071 - Computer Programmer I | (see 1) | 26.36 |
| 14072 - Computer Programmer II | (see 1) | |
| 14073 - Computer Programmer III | (see 1) | |
| 14074 - Computer Programmer IV | (see 1) | |
| 14101 - Computer Systems Analyst I | (see 1) | |
| 14102 - Computer Systems Analyst II | (see 1) | |
| 14103 - Computer Systems Analyst III | (see 1) | |
| 14150 - Peripheral Equipment Operator | | 18.92 |
| 14160 - Personal Computer Support Technician | | 26.22 |
| 14170 - System Support Specialist | | 36.86 |
| 15000 - Instructional Occupations | | |
| 15010 - Aircrew Training Devices Instructor (Non-Rated) | | 36.47 |
| 15020 - Aircrew Training Devices Instructor (Rated) | | 44.06 |
| 15030 - Air Crew Training Devices Instructor (Pilot) | | 52.81 |

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   15050 - Computer Based Training Specialist / Instructor                36.47
   15060 - Educational Technologist                                       35.31
   15070 - Flight Instructor (Pilot)                                      52.81
   15080 - Graphic Artist                                                 29.48
   15085 - Maintenance Test Pilot, Fixed, Jet/Prop                        48.72
   15086 - Maintenance Test Pilot, Rotary Wing                            48.72
   15088 - Non-Maintenance Test/Co-Pilot                                  48.72
   15090 - Technical Instructor                                           27.59
   15095 - Technical Instructor/Course Developer                          33.74
   15110 - Test Proctor                                                   22.22
   15120 - Tutor                                                          22.22
 16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations
   16010 - Assembler                                                      10.37
   16030 - Counter Attendant                                              10.37
   16040 - Dry Cleaner                                                    13.33
   16070 - Finisher, Flatwork, Machine                                    10.37
   16090 - Presser, Hand                                                  10.37
   16110 - Presser, Machine, Drycleaning                                  10.37
   16130 - Presser, Machine, Shirts                                       10.37
   16160 - Presser, Machine, Wearing Apparel, Laundry                     10.37
   16190 - Sewing Machine Operator                                        14.28
   16220 - Tailor                                                         15.13
   16250 - Washer, Machine                                                11.37
 19000 - Machine Tool Operation And Repair Occupations
   19010 - Machine-Tool Operator (Tool Room)                              23.25
   19040 - Tool And Die Maker                                             25.72
 21000 - Materials Handling And Packing Occupations
   21020 - Forklift Operator                                              18.02
   21030 - Material Coordinator                                           24.23
   21040 - Material Expediter                                             24.23
   21050 - Material Handling Laborer                                      13.83
   21071 - Order Filler                                                   15.09
   21080 - Production Line Worker (Food Processing)                       18.02
   21110 - Shipping Packer                                                16.20
   21130 - Shipping/Receiving Clerk                                       16.20
   21140 - Store Worker I                                                 11.96
   21150 - Stock Clerk                                                    17.21
   21210 - Tools And Parts Attendant                                      18.02
   21410 - Warehouse Specialist                                           18.02
 23000 - Mechanics And Maintenance And Repair Occupations
   23010 - Aerospace Structural Welder                                    29.93
   23019 - Aircraft Logs and Records Technician                           21.74
   23021 - Aircraft Mechanic I                                            28.41
   23022 - Aircraft Mechanic II                                           29.93
   23023 - Aircraft Mechanic III                                          31.38
   23040 - Aircraft Mechanic Helper                                       19.29
   23050 - Aircraft, Painter                                              27.20
   23060 - Aircraft Servicer                                              21.74
   23070 - Aircraft Survival Flight Equipment Technician                  27.20
   23080 - Aircraft Worker                                                23.11
   23091 - Aircrew Life Support Equipment (ALSE) Mechanic                 23.11
   I
   23092 - Aircrew Life Support Equipment (ALSE) Mechanic                 28.41
   II
   23110 - Appliance Mechanic                                             21.75
   23120 - Bicycle Repairer                                               14.43
   23125 - Cable Splicer                                                  28.62
   23130 - Carpenter, Maintenance                                         21.66
   23140 - Carpet Layer                                                   20.49
   23160 - Electrician, Maintenance                                       27.98
   23181 - Electronics Technician Maintenance I                           27.43
   23182 - Electronics Technician Maintenance II                          29.12
   23183 - Electronics Technician Maintenance III                         30.68
   23260 - Fabric Worker                                                  21.04
   23290 - Fire Alarm System Mechanic                                     22.91
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|---|---|
| 23310 - Fire Extinguisher Repairer | 19.38 |
| 23311 - Fuel Distribution System Mechanic | 25.09 |
| 23312 - Fuel Distribution System Operator | 21.32 |
| 23370 - General Maintenance Worker | 21.43 |
| 23380 - Ground Support Equipment Mechanic | 28.41 |
| 23381 - Ground Support Equipment Servicer | 21.74 |
| 23382 - Ground Support Equipment Worker | 23.11 |
| 23391 - Gunsmith I | 19.38 |
| 23392 - Gunsmith II | 22.54 |
| 23393 - Gunsmith III | 25.20 |
| 23410 - Heating, Ventilation And Air-Conditioning Mechanic | 26.28 |
| 23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility) | 27.69 |
| 23430 - Heavy Equipment Mechanic | 24.16 |
| 23440 - Heavy Equipment Operator | 22.91 |
| 23460 - Instrument Mechanic | 24.85 |
| 23465 - Laboratory/Shelter Mechanic | 23.93 |
| 23470 - Laborer | 14.98 |
| 23510 - Locksmith | 23.21 |
| 23530 - Machinery Maintenance Mechanic | 25.43 |
| 23550 - Machinist, Maintenance | 24.69 |
| 23580 - Maintenance Trades Helper | 18.27 |
| 23591 - Metrology Technician I | 24.85 |
| 23592 - Metrology Technician II | 26.18 |
| 23593 - Metrology Technician III | 27.46 |
| 23640 - Millwright | 28.19 |
| 23710 - Office Appliance Repairer | 22.96 |
| 23760 - Painter, Maintenance | 21.75 |
| 23790 - Pipefitter, Maintenance | 25.89 |
| 23810 - Plumber, Maintenance | 24.52 |
| 23820 - Pneudraulic Systems Mechanic | 25.20 |
| 23850 - Rigger | 25.20 |
| 23870 - Scale Mechanic | 22.54 |
| 23890 - Sheet-Metal Worker, Maintenance | 22.91 |
| 23910 - Small Engine Mechanic | 20.49 |
| 23931 - Telecommunications Mechanic I | 29.95 |
| 23932 - Telecommunications Mechanic II | 31.55 |
| 23950 - Telephone Lineman | 30.15 |
| 23960 - Welder, Combination, Maintenance | 22.91 |
| 23965 - Well Driller | 22.91 |
| 23970 - Woodcraft Worker | 25.20 |
| 23980 - Woodworker | 19.38 |
| 24000 - Personal Needs Occupations | |
| 24550 - Case Manager | 17.64 |
| 24570 - Child Care Attendant | 12.79 |
| 24580 - Child Care Center Clerk | 17.77 |
| 24610 - Chore Aide | 10.86 |
| 24620 - Family Readiness And Support Services Coordinator | 17.64 |
| 24630 - Homemaker | 18.43 |
| 25000 - Plant And System Operations Occupations | |
| 25010 - Boiler Tender | 30.03 |
| 25040 - Sewage Plant Operator | 22.92 |
| 25070 - Stationary Engineer | 30.03 |
| 25190 - Ventilation Equipment Tender | 21.44 |
| 25210 - Water Treatment Plant Operator | 22.92 |
| 27000 - Protective Service Occupations | |
| 27004 - Alarm Monitor | 21.91 |
| 27007 - Baggage Inspector | 13.98 |
| 27008 - Corrections Officer | 25.08 |
| 27010 - Court Security Officer | 26.37 |
| 27030 - Detection Dog Handler | 20.57 |
| 27040 - Detention Officer | 25.08 |
| 27070 - Firefighter | 26.52 |

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|---|---|
| 27101 - Guard I | 13.98 |
| 27102 - Guard II | 20.57 |
| 27131 - Police Officer I | 28.19 |
| 27132 - Police Officer II | 31.32 |
| 28000 - Recreation Occupations | |
| 28041 - Carnival Equipment Operator | 13.59 |
| 28042 - Carnival Equipment Repairer | 14.63 |
| 28043 - Carnival Worker | 9.24 |
| 28210 - Gate Attendant/Gate Tender | 14.31 |
| 28310 - Lifeguard | 11.59 |
| 28350 - Park Attendant (Aide) | 16.02 |
| 28510 - Recreation Aide/Health Facility Attendant | 11.68 |
| 28515 - Recreation Specialist | 19.84 |
| 28630 - Sports Official | 12.75 |
| 28690 - Swimming Pool Operator | 18.21 |
| 29000 - Stevedoring/Longshoremen Occupational Services | |
| 29010 - Blocker And Bracer | 25.44 |
| 29020 - Hatch Tender | 25.44 |
| 29030 - Line Handler | 25.44 |
| 29041 - Stevedore I | 23.44 |
| 29042 - Stevedore II | 26.66 |
| 30000 - Technical Occupations | |
| 30010 - Air Traffic Control Specialist, Center (HFO) (see 2) | 39.92 |
| 30011 - Air Traffic Control Specialist, Station (HFO) (see 2) | 27.38 |
| 30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2) | 30.16 |
| 30021 - Archeological Technician I | 20.19 |
| 30022 - Archeological Technician II | 22.60 |
| 30023 - Archeological Technician III | 27.98 |
| 30030 - Cartographic Technician | 27.98 |
| 30040 - Civil Engineering Technician | 26.41 |
| 30051 - Cryogenic Technician I | 24.48 |
| 30052 - Cryogenic Technician II | 27.04 |
| 30061 - Drafter/CAD Operator I | 20.19 |
| 30062 - Drafter/CAD Operator II | 22.60 |
| 30063 - Drafter/CAD Operator III | 25.19 |
| 30064 - Drafter/CAD Operator IV | 31.00 |
| 30081 - Engineering Technician I | 22.92 |
| 30082 - Engineering Technician II | 25.72 |
| 30083 - Engineering Technician III | 28.79 |
| 30084 - Engineering Technician IV | 35.64 |
| 30085 - Engineering Technician V | 43.61 |
| 30086 - Engineering Technician VI | 52.76 |
| 30090 - Environmental Technician | 27.41 |
| 30095 - Evidence Control Specialist | 22.10 |
| 30210 - Laboratory Technician | 23.38 |
| 30221 - Latent Fingerprint Technician I | 31.51 |
| 30222 - Latent Fingerprint Technician II | 34.81 |
| 30240 - Mathematical Technician | 28.94 |
| 30361 - Paralegal/Legal Assistant I | 21.36 |
| 30362 - Paralegal/Legal Assistant II | 26.47 |
| 30363 - Paralegal/Legal Assistant III | 32.36 |
| 30364 - Paralegal/Legal Assistant IV | 39.16 |
| 30375 - Petroleum Supply Specialist | 27.04 |
| 30390 - Photo-Optics Technician | 27.98 |
| 30395 - Radiation Control Technician | 27.04 |
| 30461 - Technical Writer I | 24.12 |
| 30462 - Technical Writer II | 29.52 |
| 30463 - Technical Writer III | 35.72 |
| 30491 - Unexploded Ordnance (UXO) Technician I | 25.24 |
| 30492 - Unexploded Ordnance (UXO) Technician II | 30.53 |
| 30493 - Unexploded Ordnance (UXO) Technician III | 36.60 |
| 30494 - Unexploded (UXO) Safety Escort | 25.24 |
| 30495 - Unexploded (UXO) Sweep Personnel | 25.24 |
| 30501 - Weather Forecaster I | 24.48 |
| 30502 - Weather Forecaster II | 29.77 |

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|---|---|---|
| 30620 - Weather Observer, Combined Upper Air Or Surface Programs | (see 2) | 25.19 |
| 30621 - Weather Observer, Senior | (see 2) | 27.98 |
| 31000 - Transportation/Mobile Equipment Operation Occupations | | |
| 31010 - Airplane Pilot | | 30.53 |
| 31020 - Bus Aide | | 14.32 |
| 31030 - Bus Driver | | 20.85 |
| 31043 - Driver Courier | | 15.38 |
| 31260 - Parking and Lot Attendant | | 10.07 |
| 31290 - Shuttle Bus Driver | | 16.83 |
| 31310 - Taxi Driver | | 13.98 |
| 31361 - Truckdriver, Light | | 16.83 |
| 31362 - Truckdriver, Medium | | 18.28 |
| 31363 - Truckdriver, Heavy | | 19.96 |
| 31364 - Truckdriver, Tractor-Trailer | | 19.96 |
| 99000 - Miscellaneous Occupations | | |
| 99020 - Cabin Safety Specialist | | 14.89 |
| 99030 - Cashier | | 10.03 |
| 99050 - Desk Clerk | | 12.08 |
| 99095 - Embalmer | | 25.36 |
| 99130 - Flight Follower | | 25.24 |
| 99251 - Laboratory Animal Caretaker I | | 12.43 |
| 99252 - Laboratory Animal Caretaker II | | 13.59 |
| 99260 - Marketing Analyst | | 33.51 |
| 99310 - Mortician | | 34.10 |
| 99410 - Pest Controller | | 17.69 |
| 99510 - Photofinishing Worker | | 13.20 |
| 99710 - Recycling Laborer | | 19.20 |
| 99711 - Recycling Specialist | | 23.54 |
| 99730 - Refuse Collector | | 17.01 |
| 99810 - Sales Clerk | | 12.09 |
| 99820 - School Crossing Guard | | 14.77 |
| 99830 - Survey Party Chief | | 23.14 |
| 99831 - Surveying Aide | | 14.38 |
| 99832 - Surveying Technician | | 21.99 |
| 99840 - Vending Machine Attendant | | 15.48 |
| 99841 - Vending Machine Repairer | | 19.67 |
| 99842 - Vending Machine Repairer Helper | | 15.48 |

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ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: $4.27 per hour or $170.80 per week or $740.13 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor, 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year: New Year's Day, Martin Luther King Jr.'s Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4.174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does

not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than $27.63 (or on a salary or fee basis at a rate not less than $455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541. 400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds $27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

** HAZARDOUS PAY DIFFERENTIAL **

An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives. Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving re-grading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of $3.35 per week (or $.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

** SERVICE CONTRACT ACT DIRECTORY OF OCCUPATIONS **

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition (Revision 1), dated September 2015, unless otherwise indicated.

** REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE, Standard Form 1444 (SF-1444) **

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination (See 29 CFR 4.6(b)(2)(i)). Such conforming procedures shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees (See 29 CFR 4.6(b)(2)(ii)). The Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be paid to all employees performing in the classification from the first day of work on which contract work is performed by them in the classification. Failure to pay such unlisted employees the compensation agreed upon by the interested parties and/or fully determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract. (See 29 CFR 4.6(b)(2)(v)). When multiple wage determinations are included in a contract, a separate SF-1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).

2) After contract award, the contractor prepares a written report listing in order the proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized

representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.

3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the U.S. Department of Labor, Wage and Hour Division, for review (See 29 CFR 4.6(b)(2)(ii)).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour Division's decision to the contractor.

6) Each affected employee shall be furnished by the contractor with a written copy of such determination or it shall be posted as a part of the wage determination (See 29 CFR 4.6(b)(2)(iii)).

Information required by the Regulations must be submitted on SF-1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" should be used to compare job definitions to ensure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination (See 29 CFR 4.152(c)(1)).