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

1. ISSUED BY/ADDRESS OFFER TO:	2. PAGE OF PAGES:
District of Columbia **Department of Behavioral Health (DBH)** **Contracts and Procurement Services** **64 New York Avenue, NE, 2nd Floor** **Washington, DC 20002**	**1 of 74**
	3. CONTRACT NUMBER AND NAME: **Health Home Services**
	4. SOLICITATION NUMBER: **RM-16-RFP-HCA-022-BY4-SDS**
	5. DATE ISSUED: **November 5, 2015**
	6. OPENING/CLOSING TIME: **December 3, 2015**
7. TYPE OF SOLICITATION: **[X] SEALED BID/PROPOSAL** **[ ] NEGOTIATION (SAS)**	8. DISCOUNT FOR PROMPT PAYMENT:
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"	

10. FOR INFORMATION CALL	NAME:	A. TELEPHONE NUMBER:	B. E.MAIL ADDRESS:
	Samuel J. Feinberg, CPPO, CPPB **Director, Contracts and Procurement** **Agency Chief Contracting Officer**	**(202) 671-3188**	**Samuel.Feinberg@dc.gov**

11. TABLE OF CONTENTS

(X)	SEC.	DESCRIPTION	PAGE(S)	(X)	SEC.	DESCRIPTION	PAGE(S)
PART 1 – The Schedule				**PART II – Contract Clauses**			
x	A	Solicitation/Contract Form		x	I	Contract Clauses	
x	B	Supplies/Services and Price/Costs		**PART III – List of Documents, Exhibits and Other Attachments**			
x	C	Description/Specs/Work Statement		x	J	List of Attachments	
x	D	Packaging and Marking		PART IV – Representations and Instructions			
x	E	Inspection and Acceptance		x	K	Representations, Certifications and other Statements of the Contractors	
x	F	Deliveries or Performance					
x	G	Contract Administration		x	L	Instructions, Conditions & Notices to the Contractors	
x	H	Special Contract Requirements		x	M	Evaluation Factors for Award	

OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the offer is accepted within **90** calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the Solicitation.

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

AWARD (To be completed by the DBH)

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

SECTION B

SUPPLIES OR SERVICES AND PRICE
TABLE OF CONTENTS

SECTION B
CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 PURPOSE OF HUMAN CARE AGREEMENT

In accordance with the requirements and terms of this Solicitation, the Government of the District of Columbia (DC) Department of Behavioral Health (DBH) presently intends to award one or more Human Care Agreement(s) (hereafter referred to as "HCA") for the provision of Health Home services to individuals 18 years of age or older who have a Serious Mental Illness (SMI). A selected entity (hereafter referred to as the "Provider/Operator") shall be required to provide Case Management and Care Coordination Services through the efforts of a team of health professionals with knowledge and skills in both behavioral and physical health care. The Health Home Team shall actively coordinate service provision with each consumer's network to address his/her primary health care, behavioral health, housing, social and financial needs. Only those Core Service Agencies (CSAs) certified by the Department of Behavioral Health under Title 22A Chapter 25 are potentially eligible to become a Health Home.

The overarching goal of a Health Home shall be to reduce overall healthcare cost, prevent avoidable hospital admissions and emergency room visits and improve the health status of individuals with SMI who are enrolled in the Health Home. A Health Home shall provide the following services:

- Comprehensive care management;
- Care coordination;
- Health promotion;
- Comprehensive transitional care from inpatient to other settings, including appropriate follow-up;
- Individual and family support services;
- Referral to community and social support services, if relevant; and
- Health information technology to link services, as feasible and appropriate with internal and external partners

The DC Department of Health Care Finance is amending the DC State Plan Amendment (SPA) to reflect the Health Home services. The SPA was approved by United States Department of Health and Human Services, Centers for Medicare and Medicaid Services (CMS) on September 2, 2015 with an effective date of January 1, 2016. Chapter 25, Health Home Certification Standards of Subtitle A (Mental Health) of Title 22 (Health) of the DC Municipal Regulations (DCMR), became effective October 22, 2015.

The Health Home service delivery model encompasses a person-centered, comprehensive approach to addressing Consumers' goals for Recovery and Improvement of Behavioral Health, Physical Health, Acute Care and Social needs. The Health Home shall attend to Consumers' holistic health needs, whether or not the Health Home directly delivers the Healthcare Services and Supports needed by the Consumer.

The District grouped individuals' eligible for Health Home services into two groups, High and Low Acuity according to their healthcare service utilization.

Estimated SMI Adult in Each Care Management Group

Care Management Group	Count of ALL SMI Adults
High Acuity (a)	4,288
Low Acuity	16,461
Total	**20,749**

HIGH ACUITY CARE MANAGEMENT (HACM) GROUP

The High Acuity Care Management Group includes Consumers with Serious Mental Illness (SMI) who have had at least One (1) Hospital Inpatient Visit (psych or non-psych) and who were diagnosed as having any one (or combination) of the following conditions: cancer, Coronary Artery Disease (CAD), Peripheral Vascular Disease (PVD), Congestive Heart Failure, Cirrhosis, Complicated Diabetes Mellitus, HIV, Lung Disease, Multiple Sclerosis, Quadriplegia, Rheumatoid Arthritis, or Seizure Disorder. Individuals were also assigned to the HACM Group if they had One (1) Inpatient Psychiatric Hospital Visit or Two (2) Inpatient Non-Psychiatric Visits but did not have a diagnosis of One (1) of the Chronic Physical Health Conditions.

The HACM does not include individuals who receive Assertive Community Treatment (ACT).

LOW ACUITY CARE MANAGEMENT (LACM) GROUP

The LACM Group includes all remaining individuals with SMI who received DBH funded services. The LACM Group does not include individuals who receive ACT.

Health Homes are paid a Per Member Per Month (PMPM) Rate depending on the Acuity of the enrolled Consumer. The PMPM rate for Consumers in the HACM Group is $481.00. The PMPM rate for Consumers in LACM Group is $349.00.

B.2 PERIOD OF PERFORMANCE

The Period of Performance (POP) shall be for Date of Award for One (1) Year as the Base Period with the possibility of Four One (1) Year Options.

B.3 PUBLISHED SERVICE RATE (anticipated November 2015)

The Published Unit Price for services under this Solicitation for Health Home Services shall be paid on a Per Member Per Month (PMPM) Rate basis depending on the acuity of the enrolled Consumer. The PMPM Rate for Consumers in the HACM Group is $481.00. The PMPM rate for Consumers in the LACM Group is $349.00.

The Provider shall not charge the Consumer any co-payment, cost-sharing or similar charge.

B.4 BASE PERIOD

For the Base Period, the estimated number of days is 365 from Targeted Award date of January 1, 2016 through December 31, 2016.

B.5 SCHEDULE B – PRICING SCHEDULE

CLIN	Item Description	Chap 25: Rate Per Member Per Month (PMPM) per Consumer	Quantity Minimum	Minimum Extended Total Price (# of Consumers x PMPM Rate/Mo.)	# of Consumers: Maximum Award Quantity	Maximum Extended Total Price (# of Consumers x PMPM Rate/Mo)
0001	Base Year Low Acuity Health Homes services, as set forth in Section C	$349.00	One Low Acuity PMPM	$349.00	300	$104,700.00
0002	Base Year High Acuity Health Homes services, as set forth in Section C	$481.00	One High Acuity PMPM	$481.00	300	$144,300.00
1001	Option Year 1 Low Acuity Health Homes services, as set forth in Section C	$349.00	One Low Acuity PMPM	$349.00	300	$104,700.00
1002	Option Year 1 High Acuity Health Homes services, as set forth in Section C	$481.00	One High Acuity PMPM	$481.00	300	$144,300.00
2001	Option Year 2 Low Acuity Health Homes services, as set forth in Section C	$349.00	One Low Acuity PMPM	$349.00	300	$104,700.00
2002	Option Year 2 High Acuity Health Homes services, as set forth in Section C	$481.00	One High Acuity PMPM	$481.00	300	$144,300.00
3001	Option Year 3 Low Acuity Health Homes services, as set forth in Section C	$349.00	One Low Acuity PMPM	$349.00	300	$104,700.00
3002	Option Year 3 High Acuity Health Homes services, as set forth in Section C	$481.00	One High Acuity PMPM	$481.00	300	$144,300.00
4001	Option Year 4 Low Acuity Health Homes services, as set forth in Section C	$349.00	One Low Acuity PMPM	$349.00	300	$104,700.00
4002	Option Year 4 High Acuity Health Homes services, as set forth in Section C	$481.00	One High Acuity PMPM	$481.00	300	$144,300.00

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

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
TABLE OF CONTENTS

SECTION C
DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

A Provider providing Health Home Services shall provide or otherwise ensure the provision of all required services to reduce Health Care costs, prevent avoidable Hospital Admissions and Emergency Room Visits along with improving the health status of individuals with SMI who are enrolled in the Health Home.

The Provider's Health Home Staff shall collaborate with Internal and External Partners to provide Comprehensive Care Management and Care Coordination Services to address each Consumer's Health and Behavioral Health Care Conditions and well-being as defined in the Consumer's Comprehensive Care Plan (CCP), which the Provider shall develop in conjunction with the Consumer and others as identified by the Consumer. This Solicitation is issued to accommodate the need identified by the District for Health Home Service Providers, subject to the availability of funding for this program.

Each Health Home Provider shall have an agreement with the Managed Care Organization (MCOs) that details how each entity shall partner to coordinate the provision of services to individuals enrolled in the MCOs case management program. The agreement must be approved in advance by DBH and DHCF.

C.2 DEFINITIONS

C.2.1 Behavioral Healthcare - Care that promotes the well-being of individuals by intervening and preventing incidents of mental illness, substance abuse, or other health concerns.

C.2.2 Comprehensive Care Plan (CCP) – Individualized recovery plan for a Consumer developed by the Provider, which is the result of a comprehensive behavioral health, physical health and socioeconomic assessment. The Plan shall be developed by the Health Home Provider in conjunction with the Consumer and other individuals deemed necessary by the Consumer's needs, goals and desires. The Plan includes the Consumer's behavioral health, physical health and socioeconomic goals, strengths, challenges, objectives and interventions for each identified need.

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

C.2.4 Certification - Written authorization from DBH allowing an entity to provide specified behavioral health services and supports.

C.2.5 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. 22A DCMR § 3499.1

C.2.6 Consumer - Adults who seek or receive behavioral health services and supports funded or regulated by DBH. District of Columbia Official Code § 7-1131.02 (2).

C.2.7 Provider - Individual or organization licensed and/or certified by DBH to provide Mental Health services and Mental Health supports. Operator and Provider are also used interchangeably to reference the entity to which this has been awarded.

C.2.8 Core Services Agency (CSA) – 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 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, DC Official Code § 7-1131.02 (3). A CSA shall provide at least one (1) Core Service directly and may provide up to three (3) core services via a sub-Provider. A CSA may provide specialty services directly if certified by DBH as a sub-Provider. However, a CSA shall also offer specialty services via an affiliation agreement with all specialty providers.

C.2. 9 Department of Behavioral Health (DBH) - Created as a result of the Department of Behavioral Health Establishment Act of 2013 which represents the merger of the DC Department of Mental Health (DMH) and the DC Department of Health Addiction, Prevention and Recovery Administration (APRA).

C.2.10 Department of Behavioral Health Mental Health Rehabilitation Services (DBH MHRS) Provider in Good Standing – A DBH MHRS Provider that has current facility licenses, as required; MHRS certification is current; applicable corrective action plans as required by DBH are up to date, no outstanding notices of infractions and a failure rate for audit results that is within DBH-defined acceptable limits.

C.2.11 Department of Health Care Finance (DHCF) – the District of Columbia State Medicaid Agency

C.2.12 District State Medicaid Plan - Plan developed by the District, approved by the Centers for Medicare and Medicaid Services (CMS) and administered by DHCF pursuant to District Code §1-359 (b) and Title XIX of the Social Security Act as added July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*), as amended. The program operated in accordance with the District State Medicaid Plan is referred to as the "Medicaid" or "Medical Assistance" program.

C.2.13 The Diagnostic and Statistical Manual of Mental Disorders (DSM-IV) - References are to the most current edition set by DBH Official Code §7-1131.02 (9).

C.2.14 DBH Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO).

C.2.15 Federal Financial Participation (FFP) - 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.2.16 Governing Authority - Designated individuals or governing body legally responsible for conducting the affairs of the Provider.

C.2.17 Health Home - The Affordable Care Act of 2010, Section 2703, created an optional Medicaid State Plan benefit for states to establish Health Homes to coordinate care for people with Medicaid who have chronic conditions by adding Section 1945 of the Social Security Act. CMS expects states Health Home Providers to operate under a "whole-person" philosophy. Health Home Providers shall integrate and coordinate all Primary, Acute, Behavioral Health and Long-Term Services with supports to treat the whole person.

C.2.18 Health Home Team - Health Home Team is the entity within a DBH approved Health Home consisting of a Health Home Director, Nurse Care Manager, Primary Care Liaison and Care Coordinators. These Team Members coordinated care to individuals with multiple chronic health conditions, including Mental Health and substance use disorders. The Health Home is a Team-Based Clinical approach that includes the Consumer, his or her providers and family members, when appropriate. The Health Home builds linkages to community supports and resources as well as enhancing coordination, with the integration of primary and behavioral health care to better meet the needs of people with multiple chronic illnesses.

C.2.19 Mental Health Rehabilitative Services (MHRS) - Mental Health Rehabilitative or palliative services provided by a DMH-certified community Mental Health Provider to Consumers in accordance with the District of Columbia State Medicaid Plan, the DHCF/DMH Interagency Agreement and Chapter 34, Title 22A of the DCMR. 22A DCMR 3499.1

C.2.20 Medicaid or Medical Assistance - Program described in the District's State Medicaid Plan, approved by HCFA and administered by the CMS 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*.) and as supplemented by law and regulation.

C.2.21 Serious Mental Health Conditions - Criteria for a serious and Persistent Mental Health Condition are defined in D.C. Code § 7-1131.02 (1f) and (24). Individuals eligible for Health Home Services have a diagnosable Mental, Behavioral, or Emotional Disorder (including those of biological etiology) which substantially impairs the Mental Health of the person or is of sufficient duration to meet diagnostic criteria specified within the DSM-IV or its ICD-10-CM equivalent (and subsequent revisions) with the exception of DSM-IV "V" codes, Substance Abuse Disorders, Intellectual Disabilities and other Developmental Disorders, or Seizure Disorders, unless those exceptions co-occur with another diagnosable Mental Illness.

C.2.22 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.

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C.3 APPLICABLE DOCUMENTS

C.3.1 The Provider shall provide services in accordance with the following:

Item No.	Document Type	Title	Date
1	29 U.S.C. §§ 791 *et seq.*	Rehabilitation Act of 1973, Section 504, as amended	2001
2	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
3	42 U.S.C. §§ 12101 *et seq.*	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001
4	D.C. Official Code §§ 2-301.01 *et seq.*	The Procurement Practices Reform Act of 2012, as amended	2012
5	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
6	D.C. Official Code §§ 2-1402.11 *et seq.*	District of Columbia Human Rights Act of 1977, as amended	2001
7	D.C. Official Code § 7-1141.01 *et seq.*	The Department of Behavioral Health Establishment Act, as amended	2013
8	D.C. Official Code § 7-1201.01 *et seq.*	Mental Health Information Act, as amended	2001
9	RESERVED		
10	42 U.S.C. Ch. 7, 42 C.F.R. Chapter IV, subchapter C and 29 DCMR Chapters 9 and 52	Social Security Act, Title II, Chapter XIX, as amended and its implementing regulations	2001
11	Chapter 34, Title 22A DCMR	Mental Health Rehabilitation Services (MHRS) Provider Certification Standards	2001
12	Chapter 35, Title 16 DCMR	Mental Health Provider Certification Infractions	2005
13	Chapter 52, Title 29, DCMR	Medicaid Reimbursement for Mental Health Rehabilitative Services	2005
14	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 HCA.		

C.3.2 Access to Online Documents

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

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

C.4 LOCATION OF SERVICES

All DBH certified Health Homes shall be located within the District of Columbia.

C.5 PROVIDER'S MINIMUM QUALIFICATIONS

C.5.1 An entity applying to become a Health Home shall be Certified as a MHRS Core Service Agency (CSA) in accordance with Chapter 34 as a mandatory prerequisite to responding to this RFP.

C.5.2 A CSA shall be enrolled with the District of Columbia (DC) Medicaid Program for the delivery of Medicaid services and shall agree to comply with all DC Medicaid Provider enrollment requirements.

C.5.3 Provider shall enter into a Human Care Agreement with DBH and comply with the Agreement's requirements including the policies and procedures delineated in the Health Home Benefit Operations Guidance Manual.

C.6 OPERATOR'S SERVICE REQUIREMENTS

The Provider shall adhere to the following rules and shall provide the services described below:

C.6.1 No person or entity shall operate a Health Home unless Certified in accordance with Proposed Chapter 25 entitled "Health Home Certification Standards" of subtitle A (Mental Health) of Title 22 (Health) of the District of Columbia Municipal Regulations (DCMR)

C.6.2 The following minimum eligibility requirements shall apply to any entity seeking certification as a Health Home:

(a) Current certification as an MHRS Core Services Agency (CSA) in accordance with Chapter 34 Title 22-A 61 23 DCR 005415, Mental Health Rehabilitation Services Provider Certification Standards of Subtitle A (Mental Health) of Title 22 (Health) of the DCR;

(b) Current enrollment as a DC Medicaid Provider for the delivery of MHRS;

(c) Use of the Department's Data Management System, known as the Integrated Care Applications Management Systems (iCAMS) Electronic Health Record (EHR) system (hereafter iCAMS) for all Health Home-related services and functions;

(d) No current or pending Exclusions, Suspensions or Debarment from any Federal or DC Healthcare Program; and

(e) Demonstrated ability through readiness assessments and training to comply with the terms and requirements of Proposed Chapter 25 entitled "Health Home Certification Standards," of subtitle A (Mental Health) of Title 22 (Health) of the District of Columbia Municipal Regulations (DCMR)

C.6.3 An MHRS Provider seeking Certification shall submit an application in a format established by DBH.

C.6.4 DBH shall process applications for Certification as a Health Home Provider in accordance with the procedures for MHRS certification in subsection 3401 of Chapter 34 Title 22-A 61 23 DCR 005415, Mental Health Rehabilitation Services

Provider Certification Standards of Subtitle A (Mental Health) of Title 22 (Health) of the DCR.

C.6.5 Initial certification as a Health Home Program is effective for a One (1) Year Period. Certification shall remain in effect until it expires, is revoked or the Provider is re-certified in accordance with Section 2502 of this Chapter 25

C.6.6 DBH's Certification shall specify the number of Health Home Teams Certified at each Provider. No Provider shall add additional Health Home Teams unless specifically approved in advance and in writing by DBH.

C.6.7 Certification is not transferable to any other organization or any other location.

C.6.8 Nothing in this solicitation or the proposed Chapter 25 shall be interpreted to mean that Certification is a right or an entitlement. Certification as a Provider depends upon the Department of Behavioral Health Director's assessment of the District's need for any or additional Health Home Providers.

C.6.9 Corrective Action Plans (CAP) and Decertification of Health Home Providers shall comply with the procedures set forth in Chapter 34 Title 22-A 61 23 DCR 005415, Mental Health Rehabilitation Services Provider Certification Standards of Subtitle A (Mental Health) of Title 22 (Health) of the DCR.

C.6.10 A Provider shall be excluded from becoming a Health Home Provider if it has failed within three (3) consecutive years to demonstrate improved clinical and/or financial performance with successive plans of correction as approved by DBH.

C.7 RECERTIFICATION REQUIREMENTS

C.7.1 Recertification applications shall be processed in accordance with the requirements in Section 3401 of Chapter 34 and Section 2501 of proposed Chapter 25.

C.7.2 Subject to Section 2502.3, recertification is effective for a two (2)-year periods from the date of issuance of recertification by DBH.

C.7.3 DBH may conditionally recertify a Health Home for a Period Not To Exceed One (1) Year if the Health Home has not met one or more terms of its HCA during the previous Certification Period. A Provider shall be notified of such deficiency by the Director/ACCO. The Department shall issue and enforce a CAP for any conditional recertification. DBH shall not recertify any Health Home that has failed to satisfy the terms of the CAP nor may an option be exercised.

C.7.4 Recertification is not transferable to any other organization.

C.8 EXEMPTIONS FROM CERTIFICATION STANDARDS

C.8.1 Upon good cause shown, DBH may, at its discretion, exempt a Provider from a Certification standard if the exemption does not jeopardize the health and safety of clients, infringe on client rights, or diminish the quality of the service delivered by the Health Home.

C.8.2 If DBH approves an exemption, such exemption shall end on the Expiration Date of the Program Certification, or at an earlier date if specified by DBH, unless the Provider requests renewal of the exemption prior to Expiration of its Certificate or the earlier date set by DBH.

C.8.3 DBH, in its sole good faith determination, may revoke an exemption that it determines is no longer appropriate.

C.8.4 All requests for an Exemption from Certification Standards must be submitted in writing to DBH. No Exemption is granted unless specifically approved by affirmative action by DBH.

C.9 HEALTH HOME SERVICES ELIGIBILITY

C.9.1 To be eligible for Health Home Services, a Consumer shall:

(a) Be eligible for Medicaid;

(b) Be diagnosed as having a serious and persistent mental illness;

(c) Be enrolled in a Core Services Agency (CSA); and

(d) Consent to be enrolled in a Health Home and authorize the disclosure of his or her Mental Health, Physical Health and other relevant information for the purpose of integrating primary care and behavioral health care with services.

C.9.2 A Consumer currently enrolled in Assertive Community Treatment (ACT) is not eligible to receive Health Home services.

C.9.3 A Consumer may only be enrolled with One Health Home at a time.

C.10 HEALTH HOME SERVICES

C.10.1 The Provider shall provide Health Home Services to each Health Home Enrollee in an individualized manner as determined by the Consumer's Care Plan. The services to provide are

(a) Comprehensive Care Management;

(b) Care Coordination;

(c) Comprehensive Transitional Care;

(d) Health Promotion;

(e) Individual and Family Support Services; and

(f) Referral to Community and Social Support Services.

C.11 COMPREHENSIVE CARE MANAGEMENT

C.11.1 The Provider shall provide Comprehensive Care Management which is the assessment and identification of health risks leading to the development and implementation of a care plan that addresses these health risks and the

individualized needs of the whole person. The Comprehensive Care Plan (CCP) development shall be led by Qualified Practitioners operating within their scope of practice with input from members of the Health Home Team and external resources.

C.11.2 Comprehensive Care Management consists of the:

(a) Assessment of health risks and identification of high risk sub-groups;

(b) Identification of service needs and construction of a comprehensive care plan addressing physical and behavioral health chronic conditions, current health status and goals for improvement (see Section 2512 in Chapter 25).

(c) Assignment of different care management roles for a Consumer to Members of the Health Home Team;

(d) Construction of standardized, evidence-based protocols and clinical pathways for Mental Health, Physical Health, Social, Employment and Economic needs;

(e) Monitoring of the individual with population health status and service use;

(f) Development and dissemination of reports on satisfaction, health status, cost and quality to guide Health Home service delivery and design; and

(g) Development of Partnerships with Physical Health Care Providers and Community-based Entities in order to facilitate the sharing of information through HIPPA Complaint mechanism or means of transmission and timely responses to each Consumer's needs.

C.12 CARE COORDINATION

C.12.1 The Provider shall provide Care Coordination which is the implementation of the CCP through appropriate linkages, referrals, coordination and follow-up to needed services and support. Care Coordination provides assistance with the identification of individual strengths, resources, preferences and choices. Care Coordination is a function shared by the entire Health Home Team and may involve:

(a) Developing strategies and supportive Mental Health intervention for avoiding out-of-home placement, along with building stronger family support skills and knowledge of the Consumer's strengths and limitations;

(b) Providing telephonic reminders of appointments;

(c) Providing telephonic consults and outreach;

(d) Communicating with Family Members;

(e) Identifying outstanding items on patient visit summaries such as referrals, immunization, self-management goal support and health education needs;

(f) Assisting with medication reconciliation;

(g) Making appointments;

(h) Providing Patient education materials;

(i) Assisting with arrangements such as transportation, directions and completion of durable medical equipment requests;

(j) Obtaining missing records and consultation reports; and

(k) Participating in Hospital and Emergency Room (ER) Transition Care.

C.13 COMPREHENSIVE TRANSITIONAL CARE

C.13.1 The Provider shall provide Comprehensive Transitional Care which is a set of actions designed to ensure the coordination and continuity of healthcare as Consumers transfer between different locations or different levels of care. Comprehensive Transitional Care includes assistance with discharge planning from inpatient settings. In addition it includes the following:

(a) Contact with the Consumer within forty-eight (48) hours of the completed transition;

(b) Outreach to Consumers to ensure appropriate follow-up after transitions;

(c) Ensuring visits for Consumers with the appropriate Health and Community-based Service Providers following the completed transition;

(d) Developing strategies and supportive Mental Health interventions that reduce the risk for or prevent out-of-home placements for adults and builds stronger family support skills and knowledge of the adult's strengths and limitations; and

(e) Developing Mental Health relapse prevention and illness management strategies and plans.

C.14 HEALTH PROMOTION

C.14.1 The Provider shall provide Health Promotion services which involve the provision of Health Education to the Consumer and as appropriate the Consumer's Family Member(s) and others specific to his/her chronic illness or needs as identified in the initial assessment and ongoing as services are provided. This service may include but is not limited to:

(a) Providing Consumer Education and development of self-monitoring and health management related to Consumers' particular chronic conditions as well as in connection with Healthy Lifestyle and Wellness. For example, nutrition, substance abuse prevention, smoking prevention and cessation and physical activity;

(b) Assisting with medication reconciliation;

(c) Developing and implementing health promotion campaigns;

(d) Connecting Consumers with Peer and Recovery Supports including self-help, self-management and advocacy groups;

(e) Mental Health Education, Support and Consultation to Consumer's Families and their support system, which is directed exclusively to the well-being and benefit of the Consumer; and

(f) Assisting the Consumer in symptom self-monitoring and self-management for the identification and minimization of the negative effects of psychiatric symptoms, which interfere with the Consumer's daily living, financial management, personal development, or school or work performance.

C.15 INDIVIDUAL AND FAMILY SUPPORT SERVICES

C.15.1 The Provider shall provide Individual and Family Support Services which include:

(a) Assistance and support for the Consumer in stressor situations;

(b) Mental Health Education, Support and Consultation to Consumer's Families and their support system, which is directed exclusively to the well-being and benefit of the Consumer;

(c) Developing Mental Health Relapse prevention and illness management strategies and plans;

(d) Activities that facilitate the continuity in relationships between Consumer/family with physician and care manager;

(e) Advocacy on a Consumer's behalf to identify and obtain needed resources such as medical transportation and other benefits for which they may be eligible;

(f) Consumer Education on how to self-manage their chronic condition;

(g) Providing opportunities for the Family to participate in a Consumer's assessment and Care Plan development;

(h) Efforts that ensure that Health Home Services are delivered in a manner that is culturally and linguistically appropriate for the Consumer; and

(i) Efforts that promote personal independence and empower the Consumer to improve their own environment and health. This may include engagement with a Consumer's Family in identifying solutions to improve a Consumer's health and environment, while helping Consumers and their Families with the Consumer's authorization to access the Consumer's health record information or other clinical information.

C.16 REFERRAL TO COMMUNITY AND SOCIAL SUPPORT SERVICES

C.16.1 The Provider shall make all necessary referrals to Community and Social Support Services which includes the provision of referrals to a wide array of support services that shall help individuals overcome access or service barriers, increase self-management skills and achieve overall health. Specifically, this activity involves facilitating access to support and assistance for individuals to address medical, behavioral, educational, social and community issues that may impact overall health.

C.16.2 The types of Community and Social Support Services to which individuals shall be referred may include, but are not limited to:

(a) Wellness programs, including smoking cessation, fitness, weight loss programs;

(b) Specialized Support groups (e.g., Cancer, Diabetes Support groups);

(c) Substance Use Recovery Support groups;

(d) Housing Resources;

(e) Supplemental Nutrition Assistance Program;

(f) Legal Assistance Resources;

(g) Faith-based organizations; and

(h) Access to Employment and Educational Program or Training.

C.17 COMPREHENSIVE CARE PLAN

C.17.1 A CCP is the authorizing document for the delivery of all Health Home services and shall be maintained in iCAMS.

C.17.2 The Provider shall develop a CCP which shall include:

(a) Active participation and partnership with the Consumer;

(b) A Comprehensive Physical Health, Behavioral Health and Socioeconomic Assessment;

(c) The Consumer's goals as identified by the Comprehensive Assessment and the timeframes, along with strategies for addressing each;

(d) The delineation of the specific roles and responsibilities of the Members of the Health Home Team who are assisting the Consumer in achieving his/her goals; and

(e) The signature of all participants including the Provider's Nurse Care Manager as the approving authority for the CCP.

C.17.3 The Provider shall update the Consumer's CCP every one-hundred eighty (180) days or more often if the Consumer's needs or acuity level changes.

C.17.4 The Consumer's Individual Recovery Plan (IRP), developed in accordance with Section 3408 of Chapter 34 of this Title shall be incorporated into the CCP and may be used to satisfy the behavioral health assessment referenced in subsection 2512.2(b) above. The IRP may be developed within the CCP but the requirements of subsection 3408 of Chapter 34 of this Title must be satisfied.

C.18 HEALTH HOME STAFFING REQUIREMENTS

C.18.1 A Health Home Provider shall have the following staff:

(a) Health Home Director;

(b) Nurse Care Manager(s);

(c) Primary Care Liaison; and

(d) Care Coordinator(s).

C.18.2 The Health Home Director shall be responsible for managing the CSA's Health Home program. The Health Home Director shall be a Licensed Clinician with at least Two (2) Years of experience working with Consumers with Serious Mental Illness. There shall be a .5 Full Time Equivalent (FTE) staff person for every Health Home Team of 300 Consumers.

C.18.3 The Nurse Care Manager shall be an Advanced Practice Registered Nurse (APRN) or Registered Nurse (RN) with relevant experience and expertise in care of Physical Health Care. The Nurse Care Manager shall lead and/or manage the Team-based Assessment, CCP development and implementation activities. The Health Home Provider shall ensure One (1) Full-Time Nurse Care Manager per 150 Health Home enrollees.

C.18.4 The Primary Care Liaison shall be a Medical Doctor or Advanced Practice Registered Nurse (APRN). The Primary Care Liaison shall be licensed in the District of Columbia along with experience in the Care and Treatment of the SMI population. The Health Home Provider shall ensure One (1) Full-Time Primary Care Liaison per 500 Health Home enrollees. The Nurse Care Manager and the Primary Care Liaison shall not be the same individual. The responsibilities of the Primary Care Liaison shall include the following:

(a) Provide Medical Consultation to the Health Home Team;

(b) Coordinate Care with external medical and behavioral health providers; and

(c) Assist with developing effective Health Home Comprehensive Care Management and Coordination of care protocols involving community and hospital medical providers.

C.18.5 A Care Coordinator shall have a Bachelor's degree in a Health or Public Health-related field with training in a care coordinator role or equivalent experience, skills and aptitudes to meet the functional requirements of the Health Home Care Coordinator role. A Care Coordinator shall provide supports to the Health Home Team and individual Consumers as part of the implementation of Care Plan activities.

C.18.6 Responsibilities of the Care Coordinator shall include the following:

(a) Provide and assist in the provision of Health Home Services as stated on the Care Plan;

(b) Coordinate Behavioral Health are, Substance use and Health Care Services informed by Evidence-Based Clinical Practice Guidelines, including Prevention of Mental Illness and Substance Use Disorders;

(c) Coordinate access to Preventive and Health Promotion Services;

(d) Coordinate access to Chronic Illness Management, including Self-Management support to individuals and their families; and

(e) Coordinate access to Individual and Family Supports, including referral to community, Social Support and Recovery Services.

C.18.7 Care Coordinators shall provide services under the supervision of a Qualified Practitioner as defined in the MHRS Regulations.

C.18.8 All Health Homes shall provide Health Home Services in accordance with their HCA with DBH.

C.19 ACUITY LEVELS

C.19.1 DBH shall assign each Health Home Consumer into either a HACM or LACM category.

C.19.2 A HACM Consumer is an Adult DBH Consumer with a serious and persistent mental illness and a history in the past year of:

(a) A High-Cost Chronic Medical condition and One (1) Non-Psychiatric Hospitalization; or

(b) Two (2) or more Non-Psychiatric Hospitalizations; or

(c) One (1) Psychiatric Hospitalization.

C.19.3 A LACM Consumer is an Adult DBH Consumer with serious and persistent mental illness who does not qualify as a High-Acuity Consumer.

C.20 HEALTH HOME REIMBURSEMENT

C.20.1 DBH shall require all CSAs Certified as Health Home Providers to enter into a HCA with DBH. All payment for services shall be implemented through terms and conditions contained in the HCA and the D.C. Medicaid program.

C.20.2 A CSA who is Certified as a Health Home may not bill MHRS Community Support for a Consumer enrolled in the Health Home.

C.20.3 Reimbursement for Health Home Services is on a Per Member Per Month (PMPM) Rate as set forth in Section B; with changes to the PMPM Rates Published from time to time by DBH of DHCF. Any change to the Health Home Reimbursement Rate shall be accomplished by a Bilateral Modification to the HCA. The Month Time Period shall begin on the first day of the month and end on the last day of the month. In order to qualify for the Monthly Rate, Health Home Providers shall document in accordance with Section 2514 the following minimum services provided during the Month for which

reimbursement is claimed by the Provider.

C.20.4 For a Consumer enrolled in a HACM band, the Health Home Team at minimum shall provide and document in the Consumer's Chart the following:

(a) Two (2) Care Management Services; and

(b) At least Two (2) other Health Home Services; and

(c) At least One of the Services provided must be provided as a Face-to-Face Service.

C.20.5 For a Consumer enrolled in a LACM band, the Health Home Provider at a minimum shall provide One (1) Care Management Service and One (1) other Health Home Service.

C.20.6 Only One Health Home shall receive payment for delivering Health Home Services to a Consumer in a particular month.

C.21 HEALTH HOMES RECORDS AND DOCUMENTATION REQUIREMENTS

C.21.1 Each Health Home Provider shall utilize DBH's identified EMR, iCAMS, for documenting and billing all Health Home services.

C.21.2 Health Home Providers shall maintain all Health Home Consumer information in accordance with Federal and District privacy laws along with DBH's Privacy Manual.

C.21.3 Health Home Providers shall document each Health Home Service and activity in the Consumer's iCAMS record. Any claim for services submitted by the Provider shall be supported by written documentation submitted through iCAMS which clearly identifies the following:

(a) The specific Service Type rendered;

(b) The Date, Duration and Actual Time, A.M. or P.M. (Beginning and Ending), during which the services were rendered to the Consumer;

(c) Name, Title and Credentials of the Person providing the Services;

(d) The Setting in which the Services were rendered;

(d) Confirmation that the Services delivered are contained in the Consumer's CCP;

(e) Identification of any further actions required for the Consumer's well-being raised as a result of the Service provided to the Consumer;

(f) A Description of each Encounter or Service by the Health Home Team Member which is sufficient to document that the Service was provided in accordance with this Chapter; and

(g) Dated and Authenticated Entries, with their Authors identified, which are legible and concise, including the Printed Name and the Signature of the Person rendering the Service, Diagnosis and Clinical Impression recorded in

the terminology of the ICD-9 CM (or successor) and the Service rendered to the Consumer.

C.21.4 No Health Home Provider shall submit a Claim for Services that does not meet the requirements of this Section or are not documented in accordance with this Section.

C.21.5 Health Home Providers shall implement a compliance program that regularly reviews submitted claims and identifies errors with any associated overpayments. Health Home Providers shall specifically identify to DBH and repay any previously submitted paid Claims that do not meet reimbursement criteria within Sixty (60) Days of Discovery.

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

SECTION D

PACKING AND MARKING
TABLE OF CONTENTS

SECTION D
PACKAGING AND MARKING

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

D.2 The Provider shall be responsible for all posting and mailing fees connected with the performance of this HCA.

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

SECTION E

INSPECTION AND ACCEPTANCE
TABLE OF CONTENTS

SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

Reference SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1 – 4, Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007. (Attachment J.1)

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

E.2.1 The Provider shall be held to the full performance of the HCA. The DBH shall deduct from the Provider's invoice, or otherwise withhold payment for any non-conforming service as specified below.

E.2.2 A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Provider satisfactorily completes some, but not all, of the sub items.

E.2.3 The DBH shall give the Provider written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment.

E.2.4 In case of non-performed work, DBH shall:

E.2.4.1 Deduct from the Provider's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the HCA.

E.2.4.2 DBH may, at its option, afford the Provider an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director/ACCO and at no additional cost to the DBH.

E.2.4.3 DBH may, at its option, perform the contracted services by the DBH personnel or other means.

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

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

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

E.3 TEMINATION FOR CONVENIENCE

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

E.3.2 After receipt of a Notice of Termination and, except as directed by the Director/ACCO, the Provider shall immediately proceed with the following obligations:

E.3.2.1 Stop work as specified in the notice.

E.3.2.2 Place no further subs or orders except as necessary to complete the continued portion of the HCA.

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

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

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

E.3.2.6 Transfer title, if not already transferred and, as directed by the Director/ACCO, deliver to DBH any information and items that, if the HCA had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.

E.3.2.7 Complete performance of the work not terminated.

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

E.4 TERMINATION FOR DEFAULT

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

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

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

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

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

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

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

E.4.5 If the failure to perform is caused by the fault of a sub-Provider at any tier, and, if the cause of the default is beyond the control of both the Provider and the sub-Provider and without the fault or negligence of either, the Provider shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Provider to meet the required schedule.

E.4.6 If the HCA is terminated for default, DBH may require the Provider to transfer title and deliver to DBH as directed by the Director/ACCO, any completed and partially completed supplies and materials that the Provider has specifically produced or acquired for the terminated portion of the HCA. Upon direction of the Director/ACCO, the Provider shall also protect and preserve property in its possession in which DBH has an interest.

E.4.7 DBH shall pay the HCA price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.

E.4.8 If, after termination, it is determined that the Provider was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.

E.4.9 The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the HCA.

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

SECTION F

DELIVERY AND PERFORMANCE
TABLE OF CONTENTS

SECTION F
DELIVERY AND PERFORMANCE

F.1 PERIOD OF PERFORMANCE

The Period of Performance (POP) shall be from Date of Award for One (1) Year which shall be the Base Year with Four (4), One (1) Year Options as specified in Section B.

F.2 OPTION TO EXTEND THE PERIOD OF PERFORMANCE

The Director/ACCO may exercise each of the Four (4) One Year Options at the sole and absolute discretion of DBH based upon the Director/ACCO's determination, appropriated funding and satisfactory performance of the Provider during the POP. The total duration this HCA, including the exercise of any options, shall not exceed Five (5) Years.

F.2.1 DBH can extend the term of the HCA for a Period of Four (4) One (1) Year Option Periods, or successive fractions therefore, by written notice to the Provider before the expiration of the HCA; provided that the Director/ACCO shall give the Provider a preliminary written notice of its intent to extend, at least Thirty (30) Days before the expiration of the HCA. The Preliminary Notice does not commit the DBH to an extension. The Exercise of the Option is at the sole and absolute discretion of DBH based on the Director/ACCO's determination of satisfactory Performance of all the required duties within the Terms and Conditions of this HCA and is subject to the availability of funds at the time of the Exercise of the Option Period. The Provider may Waive the Thirty (30) Day Preliminary Notice Requirement by providing a written waiver to the Director/ACCO prior to the expiration of the HCA.

F.2.2 If DBH Exercises this Option, the extended HCA shall be considered to include this Option Period provision.

F.3 DELIVERABLES

The Provider shall provide deliverables, complete goods and services required as outlined in Section C, to the COTR for this procurement as described in Section G.8 of this HCA.

F.4 PROVIDER NOTICE REGARDING LATE PERFORMANCE

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

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

SECTION G

CONTRACT ADMINISTRATION DATA
TABLE OF CONTENTS

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

RESERVED

G.2 SUBMISSION OF INVOICE

RESERVED

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For Contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.6.5.

G.3.2 No final payment shall be made to the Provider until the ACFO has received the Director/ACCO's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 ASSIGNMENT OF PAYMENTS

G.4.1 In accordance with 27 DCMR 3250, the Provider may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this HCA.

G.4.2 Any assignment shall cover all unpaid amounts payable under this HCA and shall not be made to more than one party.

G.4.3 Notwithstanding an assignment of HCA payments, the Provider, 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.5 QUICK PAYMENT CLAUSE

RESERVED

G.6 DIRECTOR, CONTRACTS AND PROCUREMENT/ AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)

Agreements shall be entered into and signed on behalf of the DBH only by the DBH Director/ACCO. The contact information for the DBH Director/ACCO is as follows:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
Phone: (202) 671-3188
Email: Samuel.Feinberg@dc.gov

G.7 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

G.7.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this HCA.

G.7.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of the HCA, unless issued in writing and signed by the Director/ACCO.

G.7.3 In the event the Provider effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without proper authorization and no adjustment shall be made in the HCA Price to cover any cost increase incurred as a result thereof.

G.8 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.8.1 The COTR is responsible for general administration of the HCA and advising the Director/ACCO as to the Provider's compliance or noncompliance with the HCA. The COTR has the responsibility of ensuring the work conforms to the requirements of the HCA along with such other responsibilities and authorities as may be specified in the HCA. These include:

G.8.1.1 Keeping the Director/ACCO informed of any technical or unusual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the HCA;

G.8.1.2 Coordinating site entry for Provider personnel, if applicable;

G.8.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Provider's costs are consistent with the

negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.8.1.4 Reviewing and approving invoice for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices in accordance with the District's payment provisions; and

G.8.1.5 Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, equipment).

G.8.2 The address and telephone number of the COTR is:

Oscar Morgan
Director of Adult Services
64 New York Avenue, NE, 3rd Floor
Washington, DC 20002
Phone (202) 673-7067
oscar.morgan@dc.gov

G.8.3 The COTR shall NOT have the authority to:

1) Award, agree to, or sign any HCA, delivery order or task order. Only the Director/ACCO shall make contractual agreements, commitments or modifications;
2) Grant deviations from or waive any of the terms and conditions of the HCA;
3) Increase the dollar limit of the Provider or authorize work beyond the dollar limit of the HCA;
4) Authorize the expenditure of funds by the Provider;
5) Change the Period of Performance; or
6) Authorize the use of District property, except as specified under the HCA.

G.8.4 The Provider shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.9 TYPE OF AGREEMENT

This is a HCA. The Provider shall be remunerated according to Section B.5- Price Schedule. In the event of termination under this HCA, the DBH shall only be liable for the payment of all supplies and services accepted by DBH.

G.10 RESPONSIBILITY FOR AGENCY PROPERTY

The Provider shall assume full responsibility for and shall indemnify the DBH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in Provider's custody during the performance of services under this HCA, or while in the Provider's

custody for storage or repair, resulting from the negligent acts or omissions of the Provider or any employee, agent, or representative of the Provider or Sub-providers. The Provider shall do nothing to prejudice the DBH's right to recover against third parties for any loss, destruction of, or damage to DBH property and upon the request of the Director/ACCO shall, at the DBH's expense, furnish to the DBH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DBH recovery.

G.11 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

RESERVED

SECTION H

SPECIAL CONTRACT REQUIREMENTS
TABLE OF CONTENTS

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Provider fails to perform the tasks required under this HCA, DBH shall notify the Provider in writing of the specific task deficiencies with a scheduled meeting and a Notice to Cure document with a cure period of Not To Exceed ten (10) business days. Upon receiving the Notice to Cure document, the Provider shall provide DBH with their assessment of the identified deficiencies in order to reach an agreement on a proactive plan to resolve the matter. The assessment of Liquidated Damages as determined by the Director/ACCO shall be in an amount of **Three Hundred Dollars ($300.00) Per Day** against the Provider until such time that the Providers has cured its deficiencies and is able to satisfactorily perform the tasks required under this HCA.

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

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 For all new employment resulting from this HCA or subcontract 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.2.2 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.2.3 The Provider shall negotiate an Employment Agreement with DBH of Employment Services ("DOES") for jobs created as a result of this HCA. 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.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Providers shall be bound by the Wage Determination No. 2005-2103, Revision 16, dated 07/08/2015, issued by the U.S. Department of Labor in accordance with the Service Act, 41 U.S.C. **§**351 *et seq*. and incorporated herein as Attachment J.2. The Provider shall be bound by the wage rates for the term of the HCA 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 Director/ACCO 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.4 PUBLICITY

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

H.5 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 HCA 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 HCA is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the COTR who shall 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 HCA, the COTR shall forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility shall determine the release of the records. The District shall 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.6 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.6.1 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.6.2 The Provider shall enter into and maintain, during the term of the a First Source Employment Agreement, (Attachment J.8) in which the Provider shall agree that:

1) The first source for finding employees to fill all jobs created in order to perform this HCA 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.6.3 The Provider shall submit to DOES, no later than the 10th of each month following execution of the HCA, 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 HCA 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.6.4 If the Contract amount is equal to or greater than $100,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.6.5 With the submission of the Provider's final request for payment from the District, the Provider shall:

1) Document in a report to the Director/ACCO its compliance with Section H.6.4 of this clause; or
2) Submit a request to the Director/ACCO for a waiver of compliance with Section H.6.4 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.6.6.

H.6.6 The Director/ACCO may waive the provisions of Section H.6.4 if the Director/ACCO finds that:

1) A good faith effort to comply is demonstrated by the Provider;
2) The Provider is located outside the Washington Standard Metropolitan Statistical Area and none of the HCA work is performed inside the Washington 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 certify 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 HCA.

H.6.7 Upon receipt of the Provider's final payment request and related documentation pursuant to Sections H.6.5 and H.6.6, the Director/ACCO shall determine whether the Provider is in compliance with Section H.6.4 or whether a waiver of compliance pursuant to Section H.6.6 is justified. If the Director/ACCO determines that the Provider is in compliance, or that a waiver of compliance is justified, the Director/ACCO shall, within two (2) business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.6.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to Section H.6.5, or deliberate submission of falsified data, may be enforced by the Director/ACCO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in this HCA any decision of the Director/ACCO pursuant to this Section H.6.8.

H.6.9 The provisions of Sections H.6.4 through H.6.8 do not apply to nonprofit organizations.

H.7 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the HCA, the Provider and any of its sub-providers shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled individuals in federally funded programs and activities. See 29 U.S.C. § 794 *et seq*.

H.8 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA), as amended

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 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.9.2 The Provider shall pay its employees and sub-providers who perform services under the HCA no less than the current living wage published on the OCP website at www.ocp.dc.gov.

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

H.9.4 The DOES may adjust the living wage annually and the OCP shall publish the current living wage rate on its website at www.ocp.dc.gov.

H.9.5 The Provider shall provide a copy of the Fact Sheet (Attachment J.4) to each employee and sub-Provider who performs services under the HCA. The Provider shall also post the Notice (Attachment J.4) 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 sub-Provider to post the Notice in a conspicuous place in its place of business.

H.9.6 The Provider shall maintain its payroll records under the HCA 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 subs for $15,000 or more under the HCA.

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

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

1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

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

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

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

5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who

works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

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

8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

9) Medicaid Provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community Residential facility, or a group home for mentally retarded persons as those terms are defined in Section 2 of the Health-Care and Community Residential Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

H.9.9 The Mayor may exempt a 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.10 COST OF OPERATION

All costs of operation under this HCA shall be borne by the Provider. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.11 PROVIDER LICENSE/CLEARANCES

The Provider shall maintain documentation that he/she possesses adequate training, certifications, qualifications and competence to perform the duties to which he/she is assigned and hold current licenses and/or certification as appropriate.

H.12 MANDATORY SUBCONTRACTING REQUIREMENTS *Not Applicable*

Information concerning DBH Mandatory Subcontracting Requirements for Contracts in Excess of $250,000 is available at DBH link:

http://dbh.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20-%20Mandatory%20Subcontracting%20Requirements%20%20%20April%202014.pdf.

The Provider shall be held responsible in complying with the Mandatory Subcontracting Requirements during the duration of the HCA.

H.13 PRIVACY AND CONFIDENTIALITY COMPLIANCE

H.13.1 Provider shall utilize the iCAMSfor all documentation and billing activity related to the Health Home services provided under this Human Care Agreement.
H.13.2 The Provider acknowledges that the iCAMS EHR system is an integrated system with the capacity to share protected health information between the Provider, DBH and other network providers when authorized 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 and the D.C. Mental Health Information Act ("MHIA"), D.C. Official Code § 7-1201.01 *et seq*. By agreeing to utilize the integrated iCAMS EHR system, the Provider agrees to become a member of the Department's behavioral health network as described in the Department's Joint Notice of Privacy Practices, Policy 1000.3 TL-195, found at http://dbh.dc.gov/node/240592.

H.13.3 The parties acknowledge that both the Provider and DBH have joint legal responsibilities to protect the data in iCAMS in accordance with the HIPAA Privacy and Security Rule and the MHIA. As the license holder and administrator for the iCAMS EHR system, DBH owns the patient data created and maintained in the system and has primary responsibility to manage and safeguard the patient data in accordance with the confidentiality laws referenced in H.13.2. This responsibility begins the moment patient data is entered by any network Provider and remains as long as the information retains legal protections under HIPAA and the MHIA. As a covered entity and authorized user of the iCAMS EHR system, the Provider has an independent legal obligation to comply with HIPAA and the MHIA in its use of iCAMS. Both parties hereby expressly agree to comply with HIPAA and the MHIA in the use, management and administration of the iCAMS EHR system.

H.13.4. Because of the parties' mutual obligations to safeguard the patient data in iCAMS, the Provider shall agree to the additional confidentiality provisions described below. All terms used shall have the same meaning as those terms in the HIPAA regulations:

a. The parties agree not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information") other than as permitted or required by HIPAA and the MHIA.

b. The parties agree to use appropriate safeguards and comply with administrative, physical and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health ACT (February 18, 2010) ("HITECH"), to maintain the security of the Protected Health Information, including electronic Protected Health Information (ePHI).

The parties further acknowledge that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, the parties are under the jurisdiction of the United States Department of Health and Human Services and are directly liable for their own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. Part 164 is as follows:

Administrative Safeguards

Security Management Process	164.308(a)(1)	Risk Analysis (R=Required) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)
Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A=Addressable) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A) Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7	Data Backup Plan (R) Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associates and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A)

Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

Technical Safeguards (see § 164.312)

Access Control	164.312(a)(1)	Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A)
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

c. *Privacy Officer.* The parties agree to each name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this section, the Security Rule and other applicable federal and state privacy laws.

d. *Breach Notification and Responsibilities.* The Provider agrees to report to DBH and DBH agrees to report to the Provider, in writing, any use or disclosure of the Protected Health Information of a Consumer assigned to the Provider not permitted or required by HIPAA or the MHIA or other incident or condition arising out the Security Rule, including breaches of unsecured protected health information as required at 45 CFR 164.410, within two (2) days from the time the respective party becomes aware of such unauthorized use or disclosure. This includes any security incident of which the parties become aware, including any unauthorized attempts to access electronic protected health information (ePHI), whether those attempts were successful or not. Upon the determination of an actual data breach, the party who caused the breach shall be responsible for the breach and handle any required breach notifications to individuals, the HHS Office for Civil Rights (OCR) and the media, as applicable. The parties agree to establish procedures for mitigating and to mitigate to the extent required by law, any deleterious effects that are known to the parties of a use or disclosure of Protected Health Information in violation of the requirements of this section. The parties hereby incorporate the Department's Privacy Manual, Policy 100.3, found at http://dbh.dc.gov/node/240592

e. The parties shall ensure that any workforce member or any agent, including a sub-Provider or business associate, agrees to the same restrictions and conditions that

apply through this section with respect to Protected Health Information received from the other. The Department shall ensure that all other network human care providers with access to protected health information in iCAMS agree in writing to the same restrictions and conditions that apply throughout this section.

f. Upon written request, the Provider agrees to provide DBH a list of all sub-providers who meet the definition of a Business Associate. Upon written request, DBH agrees to provide the Provider a list of all other human care providers and business associates with access to iCAMS. Requests may include copies of subprovider and business associate agreements.

g. Except as otherwise limited in this section, the Provider may use or disclose Protected Health Information to perform functions, activities, or services provided that such use or disclosure would not violate HIPAA or the MHIA.

h. The parties agree to make available protected health information in a designated record set to the other as necessary to satisfy a covered entity's obligations under 45 C.F.R. § 164.524.

i. The parties agree to make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy a covered entity's obligations under 45 C.F.R. § 164.526.

j. The parties agree to maintain and make available the information required to provide an accounting of disclosures to the other as necessary to satisfy covered entity's obligations under 45 C.F.R. § 164.528.

k. To the extent the other party is to carry out one or more of a covered entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, each party shall comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).

l. The parties agree to make its internal practices, books and records available to the Secretary of the U.S. Department of Health and Human Services, or her delegates, for purposes of determining compliance with the HIPAA Rules.

m. *Modification.* The parties agree to modify this agreement if necessary to comply with any HIPAA or MHIA legal requirement.

n. *Training.* The parties agree to train their workforce members, agents and sub-providers on the requirements of this section. In the event of privacy violations in the workplace, the parties shall impose appropriate discipline in accordance with the parties' workplace rules, federal and state laws and any applicable collective bargaining agreements.

o. The parties shall reasonably cooperate with each other in the performance of the mutual obligations under this section.

p. This section continues in force for as long as the Provider retains any access to ePHI in iCAMS or otherwise possesses protected health information as a result of this human care agreement.

q. *Material Breach.* In the event of a material breach of this section, the parties shall afford the breaching party a reasonable opportunity to cure the breach. Both parties reserve the right to terminate the HCA in the event of material breach of this section when a cure is not possible.

r. Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations and the HIPAA Rules and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of the HIPAA Rules.

s. *No Third Party Rights.* The Department and the Provider are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals to have access to and amend their Protected Health Information and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2) (h), (i) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

t. *Hold Harmless.* The Department agrees to hold harmless and defend the Provider from and against any claims arising from the Department's non-compliance with this section. The Provider agrees to hold harmless and defend DBH from and against any claims arising from the Provider's non-compliance with this section.

u. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the parties retain all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the other party, its workforce, any of its sub-providers, agents, or any third party who has received Protected Health Information from the offending party.

v. *Assistance in litigation or administrative proceedings*. The parties agree to make their officers, employees, agents, or sub-providers available to the other party, including as witnesses, when necessary to fully and appropriately respond in any litigation or administrative proceeding or investigation arising from a violation of this section.

w. *Headings*. Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

x. *Successors and Assigns*. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

y. *Severance*. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause shall remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with HIPAA or the MHIA, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with HIPAA or the MHIA, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

z. *Independent Provider*. The Provider shall function as an independent Provider and shall not be considered an agent of DBH for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing one party, its sub-Provider(s) or its agent(s) or employee(s) to act as an agent for or on behalf of the other party.

aa. *Entire Agreement*. This HIPAA Compliance Clause constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable HIPAA, MHIA and other District of Columbia and federal laws, rules and regulations governing the privacy and security of protected health information.

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

SECTION I

CONTRACT CLAUSES
TABLE OF CONTENTS

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007, are incorporated by reference into this Contract in Attachment J.1.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 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 in Attachment J.7. An award cannot be made to any Prospective Bidder/Offeror who has not satisfied the equal employment requirements.

I.6 OTHER PROVIDERS

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

I.7 SUBPROVIDERS

The Provider hereunder shall not subcontract any of the Provider's work or services to any sub-Provider without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Provider. Any such subcontract shall specify that the Provider and the sub-Provider shall be subject to every provision of this HCA. Notwithstanding any such sub-Provider

approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

I.8 INSURANCE

A. GENERAL REQUIREMENTS. The Provider shall procure and maintain, during the entire period of performance under this HCA, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the Director/ACCO giving evidence of the required coverage prior to commencing performance under this HCA. 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 Director/ACCO. 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 Provider shall require all of its sub-providers to carry the same insurance required herein. The Provider shall ensure that all policies provide that the Director/ACCO 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 Provider shall provide the Director/ACCO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO 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 Providers. 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 Provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this HCA.

2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a $1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.

   Employer's Liability Insurance. The Provider 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.

B. DURATION. The Provider shall carry all required insurance until all contractual 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 HCA.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE PROVIDER'S LIABILITY UNDER THIS HCA.

D. PROVIDER'S PROPERTY. Provider and sub-providers 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 Provider shall include all of the costs of insurance and bonds in the price.

F. NOTIFICATION. The Provider shall immediately provide the Director/ACCO with written notice in the event that its insurance coverage has or shall be substantially changed, canceled or not renewed and provide an updated certificate of insurance to the Director/ACCO.

G. CERTIFICATES OF INSURANCE. The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
Phone: (202) 671-3188
Email: Samuel.Feinberg@dc.gov

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

I.9 GOVERNING LAW

This HCA is governed by the laws of the District of Columbia, the rules and regulations of DBH and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

I.10 STOP WORK ORDER

I.10.1 The Director/ACCO may, at any time, by written order to the Provider, require the Provider to stop all, or any part, of the work called for by this for a period of ninety (90) days after the order is delivered to the Provider and for any further period to which the parties may agree.

I.10.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Provider shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Provider, or within any extension of that period to which the parties shall have agreed, the Director/ACCO shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Provisions (Attachment J.1).

I.10.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Provider shall resume work. The Director/ACCO shall make an equitable adjustment in the delivery schedule or Contract price, or both and the Contract shall be modified, in writing, accordingly.

I.10.4 If the stop-work order results in an increase in the time required for, or in the Provider's cost properly allocable to, the performance of any part of this ; and the Provider asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director/ACCO decides the facts justify the action, the Director/ACCO may receive and act upon the claim submitted at any time before final payment under this HCA.

I.10.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director/ACCO shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.

I.10.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director/ACCO shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the stop-work order.

I.11 ANTI-KICKBACK PROCEDURES

I.11.1 Definitions:

I.11.1.1 "Kickback," as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime or/Provider, prime Contractor/Provider employee, subcontractor/sub-Provider, or

subcontractor/sub-Provider employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime Contractor/Provider in connection with a subcontract relating to a prime Contract.

I.11.1.2 "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.

I.11.1.3 "Prime Contract," as used in this clause, means a HCA or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.11.1.4 "Prime Contractor/Provider" as used in this clause, means a person who has entered into a prime Contract with the District.

I.11.1.5 "Prime Contractor/Provider employee," as used in this clause, means any officer, partner employee, or agent of a prime or.

I.11.1.6 "Subcontract," as used in this clause, means a Contract or contractual action entered into by a prime Contractor/Provider or subcontractor/sub-Provider for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime Contract.

I.11.1.7 "Subcontractor/sub-Provider," as used in this clause, means any person, other than the prime Contractor/Provider, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a prime Contract or a subcontract entered into in connection with such prime Contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor/Provider or a higher tier subcontractor/sub-Provider.

I.11.1.8 "Subcontractor/sub-Provider employee," as used in this clause, means any officer, partner, employee, or agent of a subcontractor/sub-Provider.

I.11.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.11.2.1 Providing or attempting to provide or offering to provide any kickback;

I.11.2.2 Soliciting, accepting, or attempting to accept any kickback; or

I.11.2.3 Including, directly or indirectly, the amount of any kickback in the Contract price charged by a prime Contractor/Provider to the District or in the Contract price charged by a subcontractor/sub-Provider to a prime or/Provider or higher tier subcontractor/sub-Provider.

I.11.3 The Provider shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I.11.2.2 of this clause in its own operations and direct business relationships.

I.11.4 When the Contractor/Provider has reasonable grounds to believe that a violation described in paragraph I.11.2.2 of this clause may have occurred, the Contractor/Provider shall promptly report in writing the possible violation to the Director/ACCO.

I.11.5 The Director/ACCO may offset the amount of the kickback against any monies owed by the District under the prime Contract and/or direct that the prime Contractor/Provider withhold from sums owed a subcontractor under the prime Contract the amount of the kickback. The Director/ACCO may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the prime Contractor/Provider shall notify the Director/ACCO when the monies are withheld.

I.12 RIGHTS IN DATA

I.12.1 "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.12.2 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.12.3 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.12.4 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.12.5 All data first produced in the performance of this HCA shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Provider for the District

under this HCA, 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 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. The District shall not unreasonable withhold consent to the Provider's request to publish or reproduce data in professional and scientific publications.

I.12.6 The District shall 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 HCA, which the parties have agreed shall 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.12.6.1 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.12.6.2 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.12.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and

I.12.6.4 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.12.7 The restricted rights set forth in Section I.12.6 are of no effect unless:

i) The data is marked by the Provider with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No._____With _____ (Provider'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 HCA 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.12.8 In addition to the rights granted in Section I.12.9 below, 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.12.9 below, under any copyright owned by the Provider, in any work of authorship prepared for or acquired by the District under this HCA. Unless written approval of the Contracting Officer is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this HCA 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 this paragraph.

I.12.9 Whenever any data, including computer software, are to be obtained from a sub-Provider under this HCA, the Provider shall use Section I.12.5 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 sub-Provider data or computer software which is required for the District.

I.12.10 For all computer software furnished to the District with the rights specified in Section I.12.5, the Provider shall furnish to the District a copy of the source code with such rights of the scope specified in Section I.12.5. For all computer software furnished to the District with the restricted rights specified in Section I.12.6, 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 HCA or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by the court if 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 HCA and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.

I.12.11 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 for the following:

I.12.11.1 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 HCA; or

I.12.11.2 Based upon any data furnished under this HCA, or based upon libelous or other unlawful matter contained in such data.

I.12.12 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.12.13 Sections I.12.6, I.12.7, I.12.8, I.12.11 and I.12.12 in this clause are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under the HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

I.13 SUSPENSION OF WORK

I.13.1 The Director/ACCO may order the Provider, in writing, to suspend, delay, or interrupt all or any part of the work of this HCA for the period of time that the Director/ACCO determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director/ACCO in the administration of this HCA, or by the Director/ACCO's failure to act within the time specified in this HCA (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this HCA (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the HCA modified in writing accordingly.

I.13.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Provider, or for which an equitable adjustment is provided for or excluded under any other term or condition of this HCA.

I.13.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Provider shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the Contract.

I.14 ORDER OF PRECEDENCE

A conflict in language or any other inconsistencies in this Contract shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of precedence, documents that are hereby incorporated into this Contract by reference and made part of the Contract:

I.14.1 U.S. Department of Labor Wage Determination No. 2005-2103, Revision 16, dated 07/08/2015 (Attachment J.2)

I.14.2 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J.1)

I.14.3 Sections A thru M of this Contract No. RM-16-RFP-HCA-022-BY4-SDS, Signed Amendments by Vendor and Waiver of Subcontracting Requirements

I.14.4 Best and Final Offer (BAFO) dated _____

I.14.5 Request for Proposal (RFP) dated _____

I.14.6 Request for Proposal (RFP) Solicitation dated _____, as amended

I.14.7 DBH Policies and Rules (Attachment J.5)

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

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

SECTION J

LIST OF DOCUMENTS, EXHIBITS, AND OTHER ATTACHMENTS

Attachment Number	Document
J.1	**GOVERNMENT OF THE DISTRICT OF COLUMBIA STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLIES AND SERVICES CONTRACTS DATED MARCH 2007:** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_standard_contract_provisions_0307.pdf
J.2	**U.S. DEPARTMENT OF LABOR WAGE DETERMINATION UNDER THE SERVICE CONTRACT ACT – WD2005-2103 REVISION NO. 16 DATED JULY 08, 2015 :** http://www.wdol.gov/sca.aspx
J.3	RESERVED
J.4	**LIVING WAGE NOTICE AND LIVING WAGE ACT FACT SHEET (THE WAY TO WORK AMENDMENT ACT OF 2006):** http://ocp.dc.gov/page/required-solicitation-documents-ocp
J.5	**DEPARTMENT OF BEHAVIORAL HEALTH POLICIES AND RULES (New):** http://www.dmh.dc.gov/dmh/cwp/view,a,3,q,621393,dmhNav,%7C31262%7C.asp
J.6	**PROCUREMENT PRACTICES REFORM ACT (PPRA):** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/PPRA.pdf
Forms identified below are to be submitted with Vendor's Submission	
J.7	**EQUAL EMPLOYMENT OPPORTUNITY INFORMATON AND MAYOR ORDER 85-85:** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Complaince%20Documents%200307.pdf
J.8	**FIRST SOURCE EMPLOYMENT AGREEMENT:** http://ocp.dc.gov/sites/default/files/dc/sites/dmped/publication/attachments/Appendix%20E_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf
J.9	**TAX CERTIFICATION AFFIDAVIT:** http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%202_9%20Solicitation%20Attachments_tax_certification_affidavit.pdf
J.10	**COST/PRICE DISCLOSURE CERTIFICATION:** http://ocp.dc.gov/publication/cost-price-disclosure-certification-form

SECTION K
REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF CONTRACTORS

K.1 AUTHORIZED NEGOTIATORS

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

_____

_____

_____

K.2 TYPE OF BUSINESS ORGANIZATION

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

(a) It operates as:

_____ a corporation incorporated under the laws of the State of _____,
_____ an individual,
_____ a partnership,
_____ a nonprofit organization, or
_____ a joint venture; or

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

_____ an individual
_____ a joint venture, or
_____ a corporation registered for business in _____
(Country)

K.3 EMPLOYMENT AGREEMENT

For all offers over $100,000, except for those in which the Prospective Provider is located outside the Washington Metropolitan Area and shall perform no work in the Washington Metropolitan Area, the following certification is required (see Clause 28 of the Standard Contract Provisions). The Prospective Provider recognizes that one of the primary goals of the District government is the creation of job opportunities for bona fide District residents. Accordingly, the Prospective Provider agrees to pursue the District's following goals for utilization of bona fide residents of the District of Columbia with respect to this Solicitation and in compliance with Mayor's Order 83-265 and implementing instructions: (1) at least 51% of all jobs created as a result of this Solicitation are to be performed by employees who are residents of the District of Columbia; and (2) at least 51% of apprentices and trainees shall be residents of the District of Columbia registered

in programs approved by the D.C. Apprenticeship Council. The Prospective Provider also agrees to notify all perspective Subcontractors, prior to execution of any Contractual agreements, that the Subcontractors are expected to implement Mayor's Order 83-265 in their own employment practices. The Prospective Provider understands and shall comply with the requirements of The Volunteer Apprenticeship Act of 1978, D.C. Code sec. 36-401 et seq. and the First Source Employment Agreement Act of 1984, D.C. Code sec. 1-1161 et seq.

The Prospective Provider certifies that it intends to enter into a First Source Employment Agreement with the District of Columbia Department of Employment Services (DOES). Under this First Source Employment Agreement, the Prospective Provider shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Provider shall negotiate the First Source Employment Agreement directly with DOES. Nothing in this certification or the First Source Employment Agreement shall be construed as requiring the Prospective Provider to hire or train persons it does not consider qualified based on standards Provider applies to all job applicants.

Name _____ Title_____

Signature _____ Date_____

K.4 CERTIFICATION TO COMPLIANCE WITH EQUAL OPPORTUNITY

Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Prospective Provider for a Contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11 and agree to comply with them in performance of this Solicitation.

Prospective Provider: _____Date: _____

Name: _____ Title:_____

Signature: _____

Prospective Provider ____has ____has not participated in a previous Contract or Subcontract subject to the Mayor's Order 85-85. Prospective Provider____ has ____has not filed all required compliance reports and representations indicating submission of required reports signed by proposed Subcontractors. (The above representations need not be submitted in connection with Contracts or Subcontracts, which are exempt from the Mayor's Order.)

K.5 BUY AMERICAN CERTIFICATION

Not applicable

K.6 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Provider shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions shall benefit from this Solicitation.

_____ The following person(s) listed in Clause 17 may benefit from this Solicitation. For each person listed, attach the affidavit required by Clause17 of the Standard Contract Provisions.

_____

_____

K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

Not applicable

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

SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS
TABLE OF CONTENTS

SECTION L
INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 HUMAN CARE AGREEMENT AWARD

L.1.1 Meet the District's Minimum Need for Health Home Services

The District intends to award one or more s resulting from this solicitation to the Offeror(s) determined to be financially and professionally responsible and whose offer(s) conforming to the solicitation shall meet the District's minimum need for Health Home services and the requirements established in this solicitation to provide Health Home services.

L.1.2 Initial Offers

The District may award a Human Care Agreement on the basis of initial offers received, without discussion. Therefore, each initial offer should contain all of the information and materials requested and the Offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

Offerors shall submit **One (1) signed original** plus **Four (4) copies** of the written Proposal. The Proposals shall be submitted in two (2) separate sealed envelopes, with one titled "Technical Proposal" and the other titled "Price Proposal", which are then placed together into one large envelope. Each page shall be numbered and labeled to include the Solicitation number and name of the Prospective Provider, stapled or bound Technical Proposal shall be submitted with a minimum of Five (5) pages and not to exceed a maximum of Fifteen (15) pages, additional pages only for Price Proposal and supporting documentation. Proposal shall be type written in single space, single page, Times New Roman: twelve (12) point font size on 8.5" by 11" bond paper. **Telephonic, telegraphic and Facsimile Proposals shall "NOT" be accepted**. Each Proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. RM-16-RFP-HCA-022-BY4-SDS"

The Prospective Provider shall respond to each factor **listed in Section C and L as provided herein** in a way that shall allow the District to determine the Provider's financial and professional responsibility and ability to meet the requirements to provide Health Home services from the Prospective Provider's response. The Prospective Provider shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate the source selection for all Proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

1) Business Capability
2) Corporate Philosophy
3) Past Experience
4) Staffing Plan
5) Documentation and Reporting
6) Crisis Response Protocols

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An Optional Pre-proposal Conference shall be held at Department of Behavioral Health located at 64 New York Avenue, NE, Washington, DC 20002 at 11:00 AM on November 16, 2015, in Room Number 242 All prospective Offerors are encouraged to attend.

L.4 PROPOSAL SUBMISSION DATE AND TIME, LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposal Submission

Proposals must be submitted no later than 11:00 AM December 3, 2015. Proposals, modifications to Proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

a) The Proposal or modification was sent by registered or certified mail not later than the fifth (5th) calendar day before the date specified for receipt of offers;

b) The Proposal or modification was sent by mail and it is determined by the Director/ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.

c) The Offeror shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Offeror's solicitation submission must be **signed in Blue Ink.** DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature, only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Offer.

L.4.2 Postmarks

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

L.4.3 Late Modifications

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

L.4.4 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a Prospective Provider has any questions relative to this solicitation, the Prospective Provider shall submit the question in writing to the Director/ACCO identified below. The Prospective Provider shall submit questions No Later Than *Ten (10)* Calendar Days prior to the Closing Date indicated for this solicitation. The District shall not consider any questions received Less Than *Ten (10)* Calendar Days before the Date Set for Submission of Proposal.

Official answers shall be provided in a form of an Amendment to the Solicitation that shall be sent to Prospective Offerors who are listed on the official list as having received a copy of the solicitation and shall be posted in our website at www.dbh.dc.gov. Under the "Opportunities" header, please select "Contract Opportunities", from there select "Index of Procurement Listings".

Correspondence or inquiries related to this Solicitation must be addressed to:

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor
Washington, DC 20002
Phone: (202) 671-3188
Fax: (202) 671-3395
Email: Samuel.Feinberg@dc.gov

L.6 ERRORS IN PROPOSALS

Offerors are expected to read and fully understand information and requirements in the solicitation; failure to do so shall be at the Offeror's risk. In the event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 PROPOSALS WITH OPTION YEARS

The Offeror shall include Option Year prices in its price/cost Proposal. An offer may be determined to be unacceptable if it fails to include pricing for the Option Year(s).

L.9 PROPOSAL PROTESTS

Any actual or prospective Offeror or Provider, who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (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, NW, Suite 350N, Washington, DC 20001. The aggrieved person shall also mail a copy of the protest to the Director/ACCO for the solicitation.

L.10 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror shall acknowledge receipt of any amendment to this solicitation. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An Offeror's failure to acknowledge an amendment may result in rejection of its offer.

L.11 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.11.1 Name, address, telephone number and federal tax identification number of Offeror;

L.11.2 A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.11.3 If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture and copies of any joint venture or teaming agreements.

L.12 UNNECESSARILY ELABORATE PROPOSALS

Unnecessarily elaborate brochures or other presentations beyond those sufficient to present a complete and effective response to this solicitation are not desired and may be construed as an indication of the Offeror's lack of cost consciousness. Elaborate artwork, expensive visual and other presentation aids are neither necessary nor desired. The Technical Proposal shall be submitted not to exceed the maximum of fifteen (15) pages.

L.13 BEST AND FINAL OFFERS

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

L.14 RETENTION OF PROPOSALS

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

L.15 PROPOSAL COSTS

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

L.16 GENERAL STANDARDS OF RESPONSIBILITY

The prospective Provider must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective Provider must submit relevant documentation within five (5) days of the request by the District.

L.16.1 To be determined responsible, a prospective Provider must demonstrate that it:

a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
c) Has a satisfactory performance record;
d) Has a satisfactory record of integrity and business ethics;
e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
f) Has a satisfactory record of compliance with labor and civil rights laws and rules and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
g) Has, or has the ability to obtain, the necessary organization, experience, accounting and operational control, and technical skills;
h) Has, or has the ability to obtain, the necessary production, construction, technical equipment and facilities;
i) Has not exhibited a pattern of overcharging the District;
j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

L.16.2 If the prospective Provider fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Provider to be non-responsible.

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

SECTION M

EVALUATION FACTORS FOR AWARD
TABLE OF CONTENTS

SECTION M
EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

A HCA may be awarded to the Offeror(s) determined to be financially and professionally responsible and whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores shall not necessarily be determinative of the award. Rather, the total scores shall guide the District in making an intelligent award decision based upon the evaluation criteria.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
5	Excellent	Exceeds most, if not all requirements; no deficiencies.
4	Good	Meets requirements and exceeds some requirements; no deficiencies.
3	Acceptable	Meets requirements; no deficiencies.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the point value for each evaluation factor to determine the Offeror's score for each factor. The Offeror's total technical score shall be determined by adding the Offeror's score in each evaluation factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good," then the score for that Evaluation Factor is 4/5 of 40 or 32.

If sub-factors are applied, the Offeror's total technical score shall be determined by adding the Offeror's score for each sub-factor. For example, if an Evaluation Factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first sub-factor and "Poor" for the second sub-factor, then the total score for that Evaluation Factor is 4/5 of 20 or 16 for the first sub-factor plus 1/5 of 20 or 4 for the second sub-factor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

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

M.3.1 TECHNICAL EVALUATION FACTORS (100 points Maximum)

M.3.1.1 The Offeror shall describe how it shall utilize the DBH Integrated Care Application Management System iCAMS as the Health Home health information technology/ information exchange platform **(25 Points).**

M.3.1.2 The Offeror shall describe the number of Health Home teams that it intends to create, the capacity of each team, the mix of high and low acuity consumers and the process used to select the consumers, the provider's action plan to grow the service capability and its procedures for administering a wait list or assisting consumers to transfer to another Health Home when the provider's existing teams are at capacity. **(45 Points)**

M.3.1.3 The Offeror shall describe its plan for using physical health, behavioral health and social support data in developing and implementing individualized, person-centered care management and care coordination activities **(20 Points).**

M.3.1.4 The Offeror shall demonstrate that a completed readiness assessment has been submitted to DBH or shall submit the document as a part of the response to this Solicitation **(10 Points).**

M.4 EVALUATION OF OPTION YEARS

The District shall evaluate offers for award purposes by evaluating the Base Year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded shall be determined at the time each option is exercised.

M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime Providers as follows:

M.5.1.1 Any prime Provider that is a small business enterprise (SBE) certified by DBH of Small and Local Business Development (DSLBD) shall receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

M.5.1.2 Any prime Provider that is a resident-owned business (ROB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

M.5.1.3 Any prime Provider that is a longtime resident business (LRB) certified by DSLBD shall receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.5.1.4 Any prime Provider that is a local business enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

M.5.1.5 Any prime Provider that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.

M.5.1.6 Any prime Provider that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime Provider that is a veteran-owned business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

M.5.1.8 Any prime Provider that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There shall be no preference awarded for subcontracting by the prime Provider with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture shall receive preferences as a prime Provider for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

M.5.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer shall verify the Offeror's certification with DSLBD and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

RESERVED

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