

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH (DBH) CONTRACTS AND PROCUREMENT ADMINISTRATION 64 NEW YORK AVENUE, NE, 2ND FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 OF 99
	3. CONTRACT NAME & NUMBER: Wraparound Services for Children and Youth
	4. SOLICITATION NUMBER: RM-15-RFP-093-BY4-SDS
	5. DATE ISSUED: March 11, 2015
	6. OPENING/CLOSING TIME: March 27, 2015

7. TYPE OF SOLICITATION: N/A REQUEST FOR PROPOSALS	8. DISCOUNT FOR PROMPT PAYMENT:
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NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"

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

12. In compliance with the above, the undersigned agrees, if the offer is accepted within 17_calendar days (unless a different period is inserted by the Contractor) from the date for receipt of offers specified above, that with respect to all terms and conditions by the DBH under "AWARD" below, this offer and the provisions of the RFP/IFB shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the solicitation.

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

AWARD (To be completed by the 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 Department of Behavioral Health, Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:
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IMPORTANT NOTICE: AWARD SHALL BE MADE ON THIS FORM, OR ON DBH FORM 26, OR BY OTHER AUTHORIZED OFFICIAL WRITTEN NOTICE

SECTION B
SUPPLIES OR SERVICES AND PRICE

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

B.1 PURPOSE OF SOLICITATION

The Government of the District of Columbia, Department of Behavioral Health (DBH) is seeking a Care Management Entity (CME) herein after referred to as CME or Contractor that shall utilize the Wraparound Process as defined by the National Wraparound Initiative standards to provide a facilitated, team-based service and support planning process for referred children with intensive and complex emotional and behavioral health needs and their families

B.2 CONTRACT TYPE

The District contemplates one or more Awards resulting from this Request for Proposals (RFP) that shall be Firm Fixed Price Contracts, with a Not-To-Exceed (NTE) Cost Reimbursement component (Flex-Funds), to perform the services described in Schedule C, in accordance with 27 DCMR, Chapter 24, for a Period of Performance of One (1) Base Year with a possibility of the exercise of an additional Four (4) Option Years.

The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, the DBH shall only be liable for the payment of all services accepted during the hours of work actually performed. Pursuant to the Terms and Conditions, of this Contract individuals working under this Contract for DBH are not eligible to be paid for holidays and sick leave. However, if work is performed on a Holiday, payment shall be made at the indicated rate.

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

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

B.3 REQUEST FOR PROPOSALS (RFP) SUBMITTALS

Response to this Request For Proposals (RFP) requires completion and signature of the Section A (Page 1), Schedule B Price Sheet (Page 4) and satisfactory compliance with DC Tax, EEO and First Source Employment Agreement submitted with the RFP Package; please refer to Section J of this solicitation and other items as indicated in Section M..

B.4 SUBCONTRACTING REQUIREMENT

An Offeror responding to this solicitation must submit with its Proposal, a notarized statement detailing any subcontracting plan as required by law. Offers in response to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the Dollar Value of the Contract shall be subcontracted in accordance with Section H.10.

B.5 PRICING SCHEDULE

The Contractor shall provide pricing on all or none of the following Contract Line Item Numbers (CLIN) 0001 through 4010, and/or CLINs 5001 through 9010 as described below.

B.5.1 SCHEDULE B – PRICING SCHEDULE BASE YEAR

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Provide CME Community Wraparound Services				
0001	Flex Funds (BPA)	54	Each	\$	\$
0002	Personnel	12	Month	\$	\$
0003	Recruitment	12	Month	\$	\$
0004	Staff Travel	12	Month	\$	\$
0005	Travel - Training	12	Month	\$	\$
0006	Technology Support (BPA)	12	Month	\$	\$
0007	Office Occupancy	12	Month	\$	\$
0008	Office Support	12	Month	\$	\$
0009	Telecommunications	12	Month	\$	\$
0010	Administrative Support	12	Month	\$	\$
TOTAL BASE YEAR					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.2 SCHEDULE B – PRICING SCHEDULE OPTION YEAR ONE

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Provide CME Community Wraparound Services				
1001	Flex Funds (BPA)	54	Each	\$	\$
1002	Personnel	12	Month	\$	\$
1003	Recruitment	12	Month	\$	\$
1004	Staff Travel	12	Month	\$	\$
1005	Travel - Training	12	Month	\$	\$
1006	Technology Support (BPA)	12	Month	\$	\$
1007	Office Occupancy	12	Month	\$	\$
1008	Office Support	12	Month	\$	\$
1009	Telecommunications	12	Month	\$	\$
1010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR ONE					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.3 SCHEDULE B – PRICING SCHEDULE OPTION YEAR TWO

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Provide CME Community Wraparound Services				
2001	Flex Funds (BPA)	54	Each	\$	\$
2002	Personnel	12	Month	\$	\$
2003	Recruitment	12	Month	\$	\$
2004	Staff Travel	12	Month	\$	\$
2005	Travel - Training	12	Month	\$	\$
2006	Technology Support (BPA)	12	Month	\$	\$
2007	Office Occupancy	12	Month	\$	\$
2008	Office Support	12	Month	\$	\$
2009	Telecommunications	12	Month	\$	\$
2010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR TWO					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.4 SCHEDULE B – PRICING SCHEDULE OPTION YEAR THREE

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Provide CME Community Wraparound Services				
3001	Flex Funds (BPA)	54	Each	\$	\$
3002	Personnel	12	Month	\$	\$
3003	Recruitment	12	Month	\$	\$
3004	Staff Travel	12	Month	\$	\$
3005	Travel - Training	12	Month	\$	\$
3006	Technology Support (BPA)	12	Month	\$	\$
3007	Office Occupancy	12	Month	\$	\$
3008	Office Support	12	Month	\$	\$
3009	Telecommunications	12	Month	\$	\$
3010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR THREE					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.5 SCHEDULE B – PRICING SCHEDULE OPTION YEAR FOUR

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Provide CME Community Wraparound Services				
4001	Flex Funds (BPA)	54	Each	\$	\$
4002	Personnel	12	Month	\$	\$
4003	Recruitment	12	Month	\$	\$
4004	Staff Travel	12	Month	\$	\$
4005	Travel - Training	12	Month	\$	\$
4006	Technology Support (BPA)	12	Month	\$	\$
4007	Office Occupancy	12	Month	\$	\$
4008	Office Support	12	Month	\$	\$
4009	Telecommunications	12	Month	\$	\$
4010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR FOUR					

Total Contract Value Community Wraparound (Base and all Option Years) \$ _____

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.6 SCHEDULE B – PRICING SCHEDULE BASE YEAR

CLIN	ITEM DESCRIPTION Provide CME School Wraparound Services	QTY	UNIT	UNIT PRICE	AMOUNT
5001	Flex Funds (BPA)	120	Each	\$	\$
5002	Personnel	12	Month	\$	\$
5003	Recruitment	12	Month	\$	\$
5004	Staff Travel	12	Month	\$	\$
5005	Travel - Training	12	Month	\$	\$
5006	Technology Support (BPA)	12	Month	\$	\$
5007	Office Occupancy	12	Month	\$	\$
5008	Office Support	12	Month	\$	\$
5009	Telecommunications	12	Month	\$	\$
5010	Administrative Support	12	Month	\$	\$
TOTAL BASE YEAR					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.7 SCHEDULE B – PRICING SCHEDULE OPTION YEAR ONE

CLIN	ITEM DESCRIPTION Provide CME School Wraparound Services	QTY	UNIT	UNIT PRICE	AMOUNT
6001	Flex Funds (BPA)	120	Each	\$	\$
6002	Personnel	12	Month	\$	\$
6003	Recruitment	12	Month	\$	\$
6004	Staff Travel	12	Month	\$	\$
6005	Travel - Training	12	Month	\$	\$
6006	Technology Support (BPA)	12	Month	\$	\$
6007	Office Occupancy	12	Month	\$	\$
6008	Office Support	12	Month	\$	\$
6009	Telecommunications	12	Month	\$	\$
6010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR ONE					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel Title
B.5.8 SCHEDULE B – PRICING SCHEDULE OPTION YEAR TWO

CLIN	ITEM DESCRIPTION Provide CME School Wraparound Services	QTY	UNIT	UNIT PRICE	AMOUNT
7001	Flex Funds (BPA)	120	Each	\$	\$
7002	Personnel	12	Month	\$	\$
7003	Recruitment	12	Month	\$	\$
7004	Staff Travel	12	Month	\$	\$
7005	Travel - Training	12	Month	\$	\$
7006	Technology Support (BPA)	12	Month	\$	\$
7007	Office Occupancy	12	Month	\$	\$
7008	Office Support	12	Month	\$	\$
7009	Telecommunications	12	Month	\$	\$
7010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR TWO					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.9 SCHEDULE B – PRICING SCHEDULE OPTION YEAR THREE

CLIN	ITEM DESCRIPTION Provide CME School Wraparound Services	QTY	UNIT	UNIT PRICE	AMOUNT
8001	Flex Funds (BPA)	120	Each	\$	\$
8002	Personnel	12	Month	\$	\$
8003	Recruitment	12	Month	\$	\$
8004	Staff Travel	12	Month	\$	\$
8005	Travel - Training	12	Month	\$	\$
8006	Technology Support (BPA)	12	Month	\$	\$
8007	Office Occupancy	12	Month	\$	\$
8008	Office Support	12	Month	\$	\$
8009	Telecommunications	12	Month	\$	\$
8010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR THREE					

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.5.10 SCHEDULE B – PRICING SCHEDULE OPTION YEAR FOUR

CLIN	ITEM DESCRIPTION Provide CME School Wraparound Services	QTY	UNIT	UNIT PRICE	AMOUNT
9001	Flex Funds (BPA)	120	Each	\$	\$
9002	Personnel	12	Month	\$	\$
9003	Recruitment	12	Month	\$	\$
9004	Staff Travel	12	Month	\$	\$
9005	Travel - Training	12	Month	\$	\$
9006	Technology Support (BPA)	12	Month	\$	\$
9007	Office Occupancy	12	Month	\$	\$
9008	Office Support	12	Month	\$	\$
9009	Telecommunications	12	Month	\$	\$
9010	Administrative Support	12	Month	\$	\$
TOTAL OPTION YEAR FOUR					

Total Contract Value School Wraparound (Base and all Option Years) \$ _____

Print Name of Business/Organization

Signature of Authorized Personnel

Date

Print Name of Authorized Personnel

Title

B.6 PERIOD OF PERFORMANCE (POP)

The term of the Contract(s) shall be for a Period of Performance (POP) of One (1) Year from Date of Award (Base Year) and Four (4) One Year Options.

B.7 FLEX FUNDS CLINs 0001, 1001, 2001, 3001, 4001, 5001, 6001, 7001, 8001 and 9001

Flex funds pay for services tailored to meet the unique needs of the child and her/his family that are not Medicaid reimbursable. The dollar amounts indicated for Flex Funds are not a guarantee payment to the Vendor and are based on actual usage

PART 1 – THE SCHEDULE

SECTION C

**DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK
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PART I - THE SCHEDULE
SECTION C
DESCRIPTION/SPECIFICATIONS/ STATEMENT OF WORK

C.1 BACKGROUND

The Department of Behavioral Health is building a coordinated system of care for children, youth and their families that promotes early identification and prevention of behavioral health issues, continuity of care, diversion from the juvenile justice system and community based treatment proven to improve functioning in the family, at school and in the community. A broad range of treatment and support services are available, including emergency response teams, programs in child development centers and public schools, evidence-based practices, substance use disorder prevention and treatment, and ongoing services through community based providers.

Through early intervention and treatment, children and youth with complex emotional and behavioral needs can live happier, healthier and more fulfilling lives. Our objective is to ensure that children and their families have easy access to a family driven and youth guided system of care that is community-based, culturally and linguistically competent, and able to meet their multiple and changing needs.

Through this solicitation, the Department is seeking one or more care management entity/entities to provide services and supports for children and youth with complex needs and their families through the nationally recognized “wraparound process” that utilizes a facilitated team and strength based approach as defined by the National Wraparound Initiative standards. A goal of the wraparound process is to avoid out of home psychiatric residential treatment.

C.2 SCOPE OF WORK

The District of Columbia, Department of Behavioral Health (DBH) is seeking one or more Care Management Entities (CME) that shall utilize the Wraparound Process as defined by the National Wraparound Initiative (NWI) standards to provide a facilitated, team-based service and support planning process for referred children with intensive and complex emotional as well as behavioral health needs along with their families. The contractor shall be able to provide Wraparound to children identified as severe and moderate through referrals submitted from the community and identified schools through the District of Columbia Public Schools (DCPS).

C.3 GENERAL REQUIREMENTS

Based upon this Request for Proposals (RFP), DBH contemplate award to one or more Contractors who shall provide a per diem rate for Care Coordination services for 120 children and youth referred through identified DCPS schools and up to 104 youth referred through the community at one time to address the behavioral and socio-emotional needs of children and youth which impact their learning and functioning in the home, school and community.

C.3.1 The Contractor shall provide Care Coordination Services along with administrative and fiscal oversight in managing the Provider Network. A pool of dollars that shall provide Flexible Funds to purchase a flexible array of supports that are currently not covered by Medicaid or other available funding streams, such as mentoring, tutoring, recreational

activities etc. The CME is expected to manage these funds and ensure the use of these funds is directly tied to services delineated in the Wraparound Plan.

- C.3.2** The CME shall be responsible for assuring that a Wraparound Team is created and engaged around each family/child referred to Wraparound. Through Wraparound Planning, the CME supports development of a Wraparound Plan that assures a unique, individualized set of community services along with natural supports that are wrapped around the child and family to achieve their desired outcomes. Consistent with the Wraparound philosophy, the CME awarded the Contract shall assure that all Care Coordinators it hires shall be trained in the Wraparound Process.
- C.3.3** The CME shall coordinate with DBH, CFSA, DYRS and OSSE, D.C. Family Court and Family Run Organizations (FROs) funded by DBH. Administrative Costs for coordination with FROs and managing Flexible Funds must be incorporated into the proposed per diem Cost for Care Coordination.
- C.3.4** The Contractor shall sub-contract portions of the proposed Scope of Work as required by Section H.10; nevertheless, the Contractor shall be responsible for the entire Scope of Work awarded in the Contract. The Contractor shall submit the name(s) of sub-contractors and the capacity in which they shall be participating in the Contract to DBH for review and approval.
- C.3.5** Community Wraparound, -The Contractor shall provide Care Coordination Services for up to 104 children enrolled in Wraparound in the Community using the National Wraparound Initiative for District Children receiving Support Services from one or more Public or Private agencies included but not limited to, Child and Family Services Agency (CFSA), Department of Behavioral Health (DBH, Department of Youth Rehabilitation Services (DYRS) and District of Columbia Public Schools (DCPS) not provided with a Care Coordinator. Children and Youth referred from a District Agency are at risk of Psychiatric Residential Treatment, have had three or more hospitalizations with a sic (6) month period, truancy issues, are engaged in juvenile delinquent behavior, or are at risk of or placed outside of their home
- C.3.6** School Wraparound – The CME shall provide Wraparound services to 120 students, using the National Wraparound Initiative, in schools identified by DCPS as Full Service Schools. The full Service Schools provide both academic and behavioral support to the Enrolled Students. The goal of Full Service Schools is for all Students to have academic success, social, emotional and behavioral well being; a school climate that is welcoming and positive, strong partnership with the school, along with coordinated, effective delivery of services and supports within the school.
- Each School will have a full time Care Coordinator working with those children identified as most vulnerable to academic and behavioral challenges. The Care Coordinator shall carry a Caseload of no more than ten (10) Students at any one time.
- C.3.7** The Contractors shall have the capability to provide Data Sets as follows:
- 1) Youth diverted from PRTF
 - 2) Youth who did not pick up new charges
 - 3) School placement at time of referral maintained
 - 4) School

- a. School Attendance
 1. 90% of youth who demonstrate appropriate School Attendance at intake will maintain appropriate School Attendance during their enrollment.
 2. 75% of youth who have a School Attendance need at the time of intake will improve their School Attendance during their enrollment.
 - b. School Behavior
 1. 85% of youth who demonstrate appropriate School Behavior at intake will maintain appropriate School Behavior during their enrollment.
 2. 70% of youth who have a School Behavior need at the time of intake will improve their School Behavior during their enrollment.
 - c. School Achievement
 1. 75% of youth who demonstrate appropriate School Achievement at intake will maintain appropriate School Achievement during their enrollment.
 2. 55% of youth who had a School Achievement need at the time of intake will improve their School Achievement during their enrollment.
- 5) Change in placement
- a. Return to caregiver/permanency plan
 - b. Hospitalizations
 - c. Foster Placements – foster and group homes
 - d. Detention/Jail/Shelter Home
- 6) Abscondence

C.4 SPECIFIC REQUIREMENTS

C.4.1 Care Coordination Services

The Contractor shall provide Care Coordination Services for children enrolled in Wraparound in the Community and Schools identified by OSSE and DCPS. Care coordination is guided by the following Wraparound Values:

- Commitment to the practice of unconditional care (never give up);
- A focus on individual and family strengths;
- A family-driven process;
- An individualized approach;
- An emphasis on serving families in their communities;
- A commitment to culturally and linguistically competent care;
- A process that uses Wraparound teams;
- An emphasis on interagency collaboration; and
- A net result of cost-effectiveness and an outcome driven process.

C.4.1.1 The following Care Coordination Service elements shall be required:

1. Wraparound Plan - The Wraparound Plan reflects the decisions of the Wraparound Team and details tasks to be completed to assure identified supports and services are appropriately engaged.
 2. Wraparound (Child and Family) Team - The Contractor must create a Wraparound Team with each family participating in the program. This team is comprised of the Care Coordinator, the family and any advocates and/or any natural supports identified by the family, the referring agency, the child's therapist and/or psychiatrist, and representatives of other public and private agencies who are delivering services to the family and other persons influential in the child or family's life that can be instrumental in developing effective services. The team is responsible for the Wraparound Plan.
 3. 24/7 Availability - The CME shall provide 24 hours a day, 7 days a week crisis access to their assigned families. Furthermore, the CME shall assure that each child/family has an individualized crisis and safety plan.
 4. Relationship with the direct service provider community - The Care Coordinator must have an ongoing awareness of the community resources that could potentially be useful to the child and family and be able to develop positive relationships with these providers in order to ensure access and quality services to the family. The Care Coordinator shall assure that families exercise their right to informed choice concerning services and supports and informed choice with respect to the provider of such services.
 5. Understanding of informal supports - The Care Coordinator shall initiate a strengths, needs and cultural discovery process with the family that shall identify extended family, natural and informal supports that can be integrated into the Wraparound Team and the Wraparound Plan.
 6. Outcomes focused approach - The Wraparound Plan shall be regularly evaluated by the Wraparound Team and the CME Clinical Supervisor to determine the effectiveness of the Wraparound Plan while strengthening the family's ability to achieve their desired outcomes.
 7. Use of the Wraparound philosophy - Wraparound is not a service or program; rather, it is a definable process that results in a unique set of community services and natural supports that are individualized for a child and family to achieve a positive set of outcomes.
 8. The Contractor shall work with community providers to develop responsive and flexible resources that facilitate community-based interventions and supports that correspond with the needs of children/youth and their families. Care Coordination using a Wraparound philosophy enables timely response to the needs of all family members across several life domains, incorporates formal supports, and develops realistic intervention strategies that complement the child's natural environment.
- C.4.1.2** The Contractor shall ensure that weekly face-to-face contacts shall occur with the family regarding the Wraparound Plan.
- C.4.1.3** The Contractor shall ensure that regular contacts and meetings shall occur with

the Wraparound Team and the family regarding the Wraparound Plan.

- C.4.1.4** The Contractor shall ensure that their approach to services is aligned with the values of Wraparound describe in this RFP.
- C.4.1.5** The Contractor shall be able to identify community formal and informal supports to fulfill the Wraparound Plan.
- C.4.1.6** The Contractor shall provide 24 hours a day, 7 days-a-week crisis access to their assigned families.
- C.4.1.7** The Contractor shall ensure Wraparound Teams meet monthly and assess the Plan, making modifications as appropriate. Any crisis shall trigger a reconvene of the Team.
- C.4.1.8** The Contractor shall ensure that the Wraparound Plan shall include a customized service mix unique and is responsive to the family's strengths and needs using both formal services and natural supports.
- C.4.1.9** The Contractor shall ensure that all services to the Family are culturally and linguistically competent, including the work of the Wraparound Team.
- C.4.1.10** The Contractor shall ensure that an adequate number of Care Coordinators are employed to adhere to the required caseload limit.
- C.4.1.11** The Contractor shall ensure that they adhere to the unique expectations of each phase.
- C.4.1.12** The Contractor shall ensure that each family has a Care Coordinator with 24-72 hours and a Wraparound Team within 14 days of enrollment.
- C.4.1.13** The Contractor shall develop and implement a Wraparound Plan within 14 days of enrollment.
- C.4.1.14** The Contractor shall ensure that each Family has written strengths, needs, vision and cultural discovery document within 14 days of referral. The document shall be distributed at the first Wraparound Team meeting.

The Ten Principles of the Wraparound Process, developed by the National Wraparound Initiative and adopted as the District model DBH expects the successful Offeror shall incorporate these principles in the across the scope of the CME operation.

Prospective Offerors are strongly encouraged to obtain further information on Wraparound standards and strategies by visiting the National Wraparound Initiative web site: <http://nwi.pdx.edu/>

C.4.2 Network Management

- C.4.2.1** The Provider Network shall include providers of an array of Medicaid and local dollar funded services and supports. These providers are varied and include public Child Serving Agencies, Mental Health Providers certified by DBH, private agencies, individual practitioners, etc.
- C.4.2.2** The Wraparound Plan shall include an array of services that are both Medicaid and non-Medicaid funded. Medicaid funded services are accessed via the DBH-operated MHRS system; the CME shall coordinate all access to these

services via the Core Service Agency and/or DBH's Access Helpline. Non-Medicaid funded services include services paid under contracts between D.C. agencies and private providers. The CME shall assure these services are incorporated into the Wraparound Plan and that existing contractual services are neither duplicative nor supplanted by local-dollar, flex funded-services. The CME shall develop a network of Nontraditional Providers that can deliver services and supports that meet the needs of individual children/families as identified in the Wraparound Plan.

- C.4.2.3** The CME shall work collaboratively with the DBH funded family support organization to identify a network of providers of nontraditional services/supports. The CME shall develop a Credentialing Plan, subject to DBH approval, for all Nontraditional Providers of Flex Fund services. Such plan shall assure all hires are made in compliance with D.C. law with respect to individuals and organizations providing services to children.

C.4.3 Responsibilities of Care Coordinators

- C.4.3.1** Care Coordinators shall maintain a maximum caseload of 10 families.
- C.4.3.2** Care Coordinators shall meet with the Youth and Family within 24-72 hours of enrollment, depending on level of urgency specified in the referral, and assembling a Wraparound Team meeting within two weeks of enrollment.
- C.4.3.3** Care Coordinators' initial engagement shall focus on orienting the family to the Wraparound Process and beginning the strengths, needs, vision and cultural discovery process.
- C.4.3.4** If the family is in crisis, the Coordinator works to destabilize the crisis and assure necessary supports are in place. Within the first two weeks, the Crisis and Safety Plan shall be developed with the family.
- C.4.3.5** Care Coordinators shall meet with youth and families face-to-face at least weekly, and conduct Wraparound Team meetings monthly or as otherwise indicated by the child's progress or lack thereof. A formal Wraparound Plan meeting with the Wraparound Team is required within 15 days of enrollment and at least every 30 days thereafter.
- C.4.3.6** Care Coordinators shall assure meetings are facilitated, plans are documented, distributed to the team members, and that team members adhere to the Wraparound Plan, thus assuring that all elements of the plan are delivered.
- C.4.3.7** Care Coordinators shall comply with all required documentation and data collection in support of the program's implementation and evaluation strategy.
- C.4.3.8** Care Coordinators shall comply with Medicaid freedom of choice rules as related to direct service providers.
- C.4.3.9** Care Coordinators shall participate in training efforts funded by DBH including, but not limited to, the System Learning Collaborative.

C.4.4 Responsibilities of Supervisors

Supervisors shall not maintain an active caseload but shall be prepared to provide

coverage for families among the caseload maintained by Care Coordinators under their supervision. In addition, they shall not supervise other programs within the agency. Supervisors shall support, train, and supervise the Care Coordinators as they carry out the duties of their jobs. Supervisors shall participate in training efforts funded by DBH including, but not limited to, the System Learning Collaborative.

C.4.5 Commitment to System Learning Collaborative

The Contractor shall demonstrate commitment at the executive and across all staff levels to participate in and allocate sufficient resources as determined by DBH for full agency engagement in the System Learning Collaborative to be implemented via contract supported by DBH subsequent to the award of this Contract.

C.4.6 Evaluation

C.4.6.1 The Contractor shall Increase in the extent to which Care Coordination Services adhere to the Wraparound principles and activities as demonstrated by a process evaluation consisting of feedback from Wrap on the Wraparound Team meeting process and the DBH Evaluator's interviews with youth, families and team members using the Wraparound Fidelity Index (WFI-4). Regarding the WFI-4, a score of 75% or above shall indicate adequate fidelity to the Wraparound model.

C.4.6.2 The Contractor shall achieve a score that meets or exceeds 75% by the end of the first year and 85% or higher by the end of the second year. Failure to meet these milestones shall result in actions taken by DBH including but not limited to the submission of a correction action plan;

C.4.6.3 The Contractor shall maximize the likelihood that children and their families achieve their Wraparound Plan goals; and

C.4.6.4 The Contractor shall positively impact children and their families as demonstrated by the following program performance measures:

- The child moves to or maintains the least restrictive setting;
- The child participates in school/work or other regular daily activity for at least 80% of the time;
- The child's clinical and social functioning increase as Measured by the Child and Adolescent Functional Assessment Scale (CAFAS) assessment tool or other functional assessment tool approved by DBH.
- The Family's ability to manage the child increases a measured by the CAFAS assessment tool or other functional assessment tool approved by DBH.
- The Family successfully graduates from the Wraparound Process within 18 to 24 months of enrollment; and
- Family satisfaction with the Wraparound Process as measured by the Wraparound Fidelity Index (WFI-4). <http://nwi.pdx.edu/fidelity.shtml>.

C.4.7 Reporting Requirements

- C.4.7.1** By the tenth of each month, the Contractor shall submit a written report in hard and soft copy that includes all children enrolled in and discharged from Wraparound and the number of children enrolled for the period.
- C.4.7.2** For any children discharged from the program, the report shall include reason for discharge; if unsuccessful, efforts made to prevent discharge.
- C.4.7.3** In addition, the monthly report shall also include aggregate expenditures and expenditures per child of Flex Funds.
- C.4.7.4** On a Quarterly and Annual basis, the Contractor shall report on performance according to the above evaluation measures.
- C.4.7.5** The Contractor shall prepare monthly and annual reports that summarize information regarding the tracking of approvals and make this database available to the District.
- C.4.7.6** DBH may require that the Contractor produce additional reporting on a schedule to be negotiated as necessary.

C.4.8 Data collection and Record Keeping

- C.4.8.1** The Contractor shall be responsible for specific data collection and record-keeping tasks that are mandated.
- C.4.8.2** Maintain accurate and complete Case Record Files: The Contractor shall establish a unique case file for each child. The file shall contain documentation of family/child characteristics, including their demographic information, case history, level of clinical and social functioning, progress toward meeting goals as identified in the Wraparound Plan and all activity relative to the child and family.

Case record files shall be examined as part of the project oversight. Case record files must be up to date and complete.
- C.4.8.3.** The Contractor shall ensure that work areas adequately comply with the Health Insurance Portability and Accountability Act (HIPAA) confidentiality requirements; case records must not be publicly accessible nor in a public area of the workplace.
- C.4.8.4** The Contractor shall retain all case records and other documents consistent with District regulations, at its own expense. Service records in any form generated or arising from the use of State funds provided under this Contract are the sole and exclusive property of the District.
- C.4.8.5** The Contractor shall track timeliness of District Government Agencies and Community Agency Partners in approving and taking other actions that are necessary for the fulfillment of the Wraparound Plan.
- C.4.8.6** The Contractor shall work with DBH staff to determine if this information can be collected using iCAMS or if it shall be necessary to establish a separate simple database for tracking this information. The Contractor shall either enter

information into iCAMS or maintain a database that partially integrates with iCAMS to track data and outcomes.

- C.4.8.7 The Clinical Records created and/or maintained by the Contractor or its employees shall be compatible with the Department of Behavioral Health (DBH) policy standards and DBH Medical Records Policy and also meet CMS, JACHO standards.
- C.4.8.8 All records of care, treatment, supervision and support created under this Contract shall become part of the treatment records of the DBH. When the client is discharged from treatment with Contractor, the Clinical Record shall be turned over to DBH. For confidentiality and security, records should be kept in a locked file controlled by appropriate Contract staff, but available for routine DBH monitoring activities. Disclosure of treatment information by the Contractor and to the Contractor by employees of the District of Columbia is subject to all provisions applicable to District and Federal Laws, as well as HIPPA.
- C.4.8.7 Enter and update case information into District Case Management databases -

The DBH is in the process of developing and implementing a web based care management system that performs functions related to mental health services received through their system called Integrated Care Applications Management System (iCAMS).

The Offeror shall be expected to utilize iCAMS as appropriate to provide and track data on youth involved in Wraparound including, but not limited to contact information, progress notes, action plans, and any tasks assigned that are necessary to complete the Wraparound Plan.

C.4.9 Fiscal Requirements

- C.4.9.1 The Offeror must deliver Care Coordination services within the Rate that is established in the Contract resulting from this RFP.
- C.4.9.2 The Offeror's proposed budget must be reasonable and related to the costs required to perform the required Care Coordination services for the number of families to be served by the District's Child Serving Agencies.
- C.4.9.3 The Offeror shall maintain effective fiscal and program management in order to ensure cost effectiveness in the delivery of services and adherence to the budget established for each family's Wraparound Plan.
- C.4.9.4 Expenditure of Flex Funds shall include documentation that the CME has exhausted all other community resources for providing these services without expenditure of local District dollars and/or that the expenditure of Flex Funds does not duplicate District dollars already obligated for the child/youth under contract through a Child Serving Agency.
- C.4.9.5 Expenditure of Flex Funds must be directly tied to funding needs that meet criteria in C.2.4.4 and services that are specifically identified in the Wraparound Plan.

C.4.9.6 Vendor shall attach invoices for all services and/or receipts for all activities allowable for Flex Fund expenditures after charges are incurred on a monthly basis. Requests for Payment shall be reviewed by the COTR prior to approval of payment.

The requirement for this Contract is the utilization of the Ten Principles of Wraparound Process developed by the National Wraparound Institute that includes the Wraparound Milwaukee Service Group list that was adopted as the District Model.

This Contract shall incorporate the utilization of the adopted District Model that includes the applicable Service Group: Discretion/Flex Fund Codes 5583/Commodity Baby Box, 5584/Commodity Emergency Household Box, 5581/Commodity Food 5582/Commodity Personal, 5587/Commodity Special and 5580/Discretionary Funds.

C.4.9.7 Administrative and/or indirect costs must be kept to a minimum.

C.5 VENDOR QUALIFICATIONS

- C.5.1** The Contractor shall: (a) have demonstrated knowledge/expertise in providing administrative oversight to a network of providers and delivering care coordination services using the Wraparound philosophy for families and their children with intensive needs or (b) demonstrated expertise in home and community based services delivered in the District of Columbia.
- C.5.2** The Contractor shall have prior experience working directly with families with children with intense and complex emotional and behavioral needs or disabilities.
- C.5.3** The Contractor shall have experience working with culturally diverse families whom may not be proficient in the English language.
- C.5.4** The Contractor shall have prior experience developing and implementing Wraparound Plans that involve collaborating with public child-serving agencies and direct service providers.
- C.5.5** The Contractor shall have the demonstrated capacity to initiate and implement the Wraparound Process according to the time frame set forth by DBH.
- C.5.6** The Contractor shall demonstrate their recognition of their need for and progress in gaining cultural competence.
- C.5.7** The Contractor shall provide a workforce that reflects the cultural and linguistic diversity of the families being served. Appropriate interpreter services shall be secured, as needed, for families who are not English language proficient. Children and youth shall not serve as interpreters for non-English language proficient adult family members.
- C.5.8** The Contractor shall have in place a supportive workplace culture, personnel policies and supervisory practices that minimize direct services staff turnover due to job stress. The Contractor shall have as part of its supervision process the goal of individual staff professional development.
- C.3.9** The Contractor shall have a staff configuration that ensures successful Care

Coordination Services that include the provision of the needed array of informal and formal services as identified in the Wraparound Plan. The Contractor shall have an administrative structure that provides ample supervision for the Care Coordinators.

C.5.10 The Contractor shall have financial reserves sufficient to pay staff devoted to this effort for a period of a minimum of three (3) months.

C.5.11 Care Coordinators hired by the Contractor shall possess a minimum of B.A or B.S. degree in Social Work, Psychology or related field. Documented years of experience in a human services profession may be substituted for a Bachelor's Degree at the discretion of the CME.

C.5.12 Care Coordinator Supervisors shall have case management experience and possess a Masters degree in Social Work, Psychology or other related profession.

C.5.13 Staff Requirements

C.5.13.1 The Offeror shall ensure that an adequate number of Care Coordinators are employed to adhere to the required caseload limit.

C.5.13.2 The Offeror shall ensure that adequate supervision of the Care Coordinators occur to support the values and elements of care coordination, Wraparound and sound clinical practice.

C.5.13.3 The Offeror shall ensure that employees performing services under this Contract have ongoing training and staff development, especially in the Wraparound Process.

C.5.13.4 The Offeror shall ensure a supportive workplace culture that works to retain high quality personnel who interact directly with families.

C.5.13.5 The Offeror shall take active steps to ensure that the diversity of their workforce matches the diversity of the families served and those other aspects of culturally competent service delivery are implemented.

C.5.13.6 The Offeror shall ensure that staff understand and place high priority on engaging and maintaining the active involvement of families as partners in their Wraparound Plans.

C.3.13.7 The Offeror shall have a plan for expanding staff and other organizational resources in order to serve an increasing number of cases as approved by DBH.

C.5.13.8 The Offeror shall have network management experience to develop a provider network and provide fiscal oversight and quality assurance to ensure good outcomes for children and families.

C.5.13.9 The Offeror shall assure that all relevant staff, including executive leadership, management staff, care coordinators and supervisors and clinical staff participate in DBH funded training efforts including, but not limited to, the System Learning Collaborative.

C.6 ELIGIBILITY OF PARTICIPANTS

Wraparound shall consist of 120 school slots and up to 104 community slots for youth who meet the eligibility criteria. The Care Management Entity (CME) for the School Wraparound shall not serve more than 120 youth at any one point in time without prior approval from DBH; the CME for the Community Wraparound shall not serve more than 54 youth at any one point without prior approval from DBH. To be eligible a youth shall meet all of the following criteria:

- Age 5-21 years
- Meet clinical criteria: Principal Diagnosis (other than exclusively substance abuse) and the history/clinical presentation meet criteria for CAFAS
- Fee-for service Medicaid (eligible)
- Involved with two or more public agencies: DYRS, CFSA, District of Columbia Public Schools (DCPS) Special Education, DBH (Core Service Agency (CSA)-enrolled
- Deemed to be at risk of placement or returning from a PRTF, RTC or psychiatric hospital.

C.7 APPLICABLE DOCUMENTS

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Type	Title	Date
1	Manual	Ten Principles of the Wraparound Process	2004
2	Resource guide	The Wraparound Process: An Overview of Implementation Essentials	2010
3	Resource guide	Phases and Activities of the Wraparound Process	Updated 2004 Guide
4	Resource	Wraparound Fidelity Index (WFI-4). http://nwi.pdx.edu/fidelity.shtml.	Latest Information

PART 1: THE SCHEDULE

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SECTION D: PACKAGING AND MARKING

SECTION D

PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this Contract shall be governed by clause number (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 [http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007)) (Attachment J.1).
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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**SECTION E - INSPECTION AND ACCEPTANCE
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SECTION E - INSPECTION AND ACCEPTANCE

- E.1** References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/ Pages 1-4. **Standard Contract Provisions for Use with Supplies and Services Contracts dated March 2007 (Attachment J.1)**
[http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+\(March+2007\)](http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Standard+Contract+Provisions+(March+2007))
- E.2** **CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**
- E.2.1** The Contractor shall be held to the full performance of the Contract. The DBH shall deduct from the Contractor's invoice, or otherwise withhold payment for any non-conforming service as specified below.
- E.2.2** A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub items.
- E.2.3** The DBH shall give the Contractor written notice of deductions by providing copies of reports which summarize the deficiencies for which the determination was made to assess the deduction in payment.
- E.2.4** In case of non-performed work, DBH shall:
- E.2.4.1** Deduct from the Contractor's invoice all amounts associated with such non-performed work at the rate set out in Section B, or provided by other provisions of the Contract.
- E.2.4.2** DBH may, at its option, afford the Contractor an opportunity to perform the non-performed work with a reasonable period subject to the discretion of the Director, Contracts and Procurement/Agency Chief Contracting Officer (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 Contractor's invoice all amounts associated with such unsatisfactory work at the rates set out in Section B, or provided by other provisions of the Contract, unless the Contractor is afforded an opportunity to re-perform and satisfactorily completes the work.
- E.2.5.2** May, at its option, afford the Contractor an opportunity to re-perform the unsatisfactory work within a reasonable period, subject to the discretion of the Director/ACCO and at no additional cost to the DBH.

E.3 TERMINATION FOR CONVENIENCE

- E.3.1** The DBH may terminate performance of work under this Contract for the convenience of the Government, in a whole or, from time to time, in part, if the 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, Contracts and Procurement/Agency chief Contracting Officer, the Contractor shall immediately proceed with the following obligations:
- E.3.2.1** Stop work as specified in the notice.
 - E.3.2.2** Place no further subcontracts or orders except as necessary to complete the continued portion of the Contract.
 - E.3.2.3** Terminate all applicable subcontracts and cancel or divert applicable commitments covering personal services that extend beyond the effective date of termination.
 - E.3.2.4** Assign to DBH, as directed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, all rights, titles and interests of the Contractor under the subcontracts terminated; in which case DBH shall have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - E.3.2.5** With approval or ratification to the extent required by the 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, Contracts and Procurement Agency Chief Contracting Officer, deliver to DBH any information and items that, if the Contract had been completed, would have been required to be furnished, including (i) materials or equipment produced, in process, or acquired for the work terminated (ii) completed or partially completed plans, drawings and information.
 - E.3.2.7** Complete performance of the work not terminated
 - E.3.2.8** Take any action that may be necessary for the protection and preservation of property related to this Contract.

E-4 TERMINATION FOR DEFAULT

- E.4.1** DBH may, subject to the conditions listed below, by written notice of default to the Contractor, terminate the Contract in whole or in part if the Contractor fails to:
- E.4.1.1** Perform the services within the time specified in the Contract or any extension;
or
 - E.4.1.2** Make progress as to endanger performance of the Contract; or
 - E.4.1.3** Perform any of the other material provisions of the Contract.

- E.4.2** The DBH's right to terminate the Contract may be exercised if the Contractor does not cure such failure within ten (10) days, or such longer period as authorized in writing by the Contracting Officer (CO) after receipt of the notice to cure from the CO, specifying the failure.
- E.4.3.** If DBH terminates the Contract in whole or in part, it may acquire, under the terms and in the manner the Director/ACCO considers appropriate, supplies and services similar to those terminated and the Contractor shall be liable to DBH for any excess costs for those supplies and services. However, the Contractor shall continue the work not terminated.
- E.4.4** Except for default by subcontractors at any tier, the Contractor shall not be liable for any excess costs if the failure to perform the Contract arises from causes beyond the control and without the fault or negligence of the Contractor. Examples of such issues include (i) acts of God, (ii) fires or floods, (iii) strikes and (iv) unusually severe weather. In each instance, the failure to perform shall be beyond the control and without the fault or negligence of the Contractor.
- E.4.5** If the failure to perform is caused by the fault of a subcontractor, at any tier and, if the cause of the default is beyond the control of both the Contractor and the subcontractor and without the fault or negligence of either, the Contractor shall not be liable for any excess costs for failure to perform, unless the subcontracted supplies or services were obtainable from other sources in sufficient time for the Contractor to meet the required schedule.
- E.4.6** If the Contract is terminated for default, DBH may require the Contractor to transfer title and deliver to DBH as directed by the Director, Contracts and Procurement Agency Chief Contracting Officer, any completed and partially completed supplies and materials that the Contractor has specifically produced or acquired for the terminated portion of the Contract. Upon direction of the Director, Contracts and Procurement Agency Chief Contracting Officer, the Contractor shall also protect and preserve property in its possession in which DBH has an interest.
- E.4.7** DBH shall pay the Contract price or a portion thereof, for fully or partially completed or delivered supplies and services that are accepted by DBH.
- E.4.8** If, after termination, it is determined that the Contractor was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for convenience of DBH.
- E.4.9** The rights and remedies of DBH in this clause are in addition to any other rights and remedies provided by law or under the Contract.

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

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SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 PERIOD OF PERFORMANCE

The Term of the Contract shall be for a Period of Performance (POP) of One (1) Year from Date of Award (Base Year) and Four (4) One Year Options.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this Contract for a period of Four (4) One-Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract; provided that the District shall give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The Preliminary Notice does not commit the District to an extension. The Exercise of any option is at the sole and absolute discretion of DBH based upon satisfactory performance by the Contractor and availability of funds at the time of the Exercise of any Option. The Contractor may waive the thirty (30) day Preliminary Notice requirement by providing a written Waiver to the Director/ACCO prior to expiration of the Contract.

F.2.2 If the District exercises any option, the extended Contract shall be considered to include this Option provisions.

F.2.3 The Price for the option period shall be as specified in the Section B of the Contract.

F.2.4 The Total Duration of this Contract, including the exercise of any Options under this clause, shall not exceed Five (5) Years.

F.2.5 Funds are not presently available for performance under this Contract beyond September 30, 2015. DBH's obligation for performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of the DBH for any payment may arise for performance under this Contract beyond September 30, 2015 until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer.

F.3 DELIVERABLES

F.3.1 The Contractors shall perform the activities required to successfully complete the District's requirements as specified in Section C of this Solicitation and submit each deliverable to the respective **Contracting Officer's Technical Representative (COTR)** identified in section G.13 in accordance with the requirements described in Schedule C.

Deliverable	Format/Method of Delivery	Quantity	Due Date
Discovery Document	Hard Copy	1	Fourteen (14) days from referral date
	Soft copy	1	
Report on Wraparound per Sec. C.2.4	Hard Copy	1	The tenth (10 th) of each month
	Soft Copy	1	
Report summarizing information regarding the tracking of approvals	Hard Copy	1	Monthly, Annually and as requested by COTR.
	Soft Copy	1	
Aggregate per service report including charges to operations	Hard Copy	1	Quarterly
	Soft Copy	1	
Invoice by service report	Hard Copy	1	Monthly
	Soft Copy	1	
Changes in Credential Status	Hard Copy	1	Immediately
	Soft Copy	1	

F.3.2 The Contractors shall submit to the District, as a deliverable, the report described in section H.6 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractors do not submit the report as part of the deliverables, final payment to the Contractors shall not be paid pursuant to section G.7.2.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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SECTION G: CONTRACT ADMINISTRATION

G.1 CONTRACT ADMINISTRATION - DIRECTOR, CONTRACTS AND PROCUREMENT/ AGENCY CHIEF CONTRACTING OFFICER

Contracts shall be entered into and signed on behalf of the DBH only by the DBH Director/ACCO and all correspondence or inquiries related to this Contract or any modifications shall be addressed to him. 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, Second Floor
Washington, DC 20002
(202) 671-3188 – Office
Email: Samuel.feinberg@dc.gov

G.2 MODIFICATIONS

G.2.1 Any Changes, additions or deletions to this Contract shall be made in writing by a formal Modification to this Contract and shall be signed by the Director/ACCO only.

G.2.2 In the event that the Contractor effects any change at the instruction or request of any person other than the Chief Contracting Officer, the change shall be considered to have been made without authority and no adjustment shall be made in the Contract price to cover any cost increase incurred as a result thereof.

G.2.3 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of the Contract, unless issued in writing and signed by the Director/ACCO.

G.3 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR

Funds are not presently available for the performance under this Contract beyond September 30, 2015. DBH's obligation for the performance of this Contract beyond that date is contingent upon the availability of appropriated funds from which payment for Contract purposes can be made. No legal liability on the part of DBH for any payment may arise for performance under this Contract beyond September 30, 2015, until funds are made available to the Director/ACCO for performance and until the Contractor receives notice of availability of funds, to be confirmed in writing by the Agency's Chief Financial Officer (ACFO).

G.4 THE CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.4.1 The COTR is responsible for general administration of the Contract and advising the Director/ACCO as to the Contractor's compliance or noncompliance with the Contract. The COTR has the responsibility of ensuring the work conforms to the requirements of the Contract and such other responsibilities and authorities as may be specified in the Contract. These include:

G.4.1.1 Keeping the Director/ACCO informed of any technical or contractual difficulties encountered during the performance period and advising the Director/ACCO of any potential problem areas under the Contract;

G.4.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.4.1.3 Reviewing invoices for completed work and recommending approval by the Director/ACCO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the Rate of Expenditure;

G.4.1.4 Reviewing and approving invoice submissions 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.4.1.5 Maintaining a file that includes all Contract correspondence, modifications, records of inspections (site, data, equipment).

G.4.2 The address and telephone number of the COTR is:

Patrina Anderson, LICSW, LCSW-C
SOC Practice Manager
Office of Programs and Policy
Child and Youth Services Division
64 NY Avenue, NE
Washington, DC 20002
Office - 202-671-2910
Fax - 202-671-3225

G.4.3 The COTR shall NOT have the authority to:

1. Award, agree to, or sign any Contract, 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 Contract;
3. Increase the dollar limit of the Contractor or authorize work beyond the dollar limit of the Contract;
4. Authorize the expenditure of funds by the Contractor;
5. Change the Period of Performance; or
6. Authorize the use of District property, except as specified under the Contract.

G.4.4 The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO 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.5 SUBMISSION OF INVOICE

G.5.1 The Contractor shall submit, on a monthly basis, an original and three copies of each invoice to the

Accounts Payable Office
Department of Behavioral Health
64 New York Ave., NE
Washington, DC 20002

or by e-mail to DBH.ap@dc.gov

The invoice shall then be forwarded by the Accounts Payable Office to the COTR. Payment shall be made within Thirty (30) days after the Accounts Payable Office receives a proper and certified invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized Contract Line Items (CLIN) of the Purchase Order as written up to but not exceeding the maximum of each line. **Any invoices deemed improper for payment shall be returned UNPAID requiring correction must be corrected and resubmitted as indicated in this clause.**

G.5.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.5.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.5.2.2 Contract number and invoice number;

G.5.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.5.2.4 Other supporting documentation or information, as required by the Chief Contracting Officer;

G.5.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.5.2.6 Name, title, phone number of person preparing the invoice;

G.5.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.5.2.8 Authorized signature.

G.6 QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractor

G.6.1.1 The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on

which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item, of property or service is made on or before:

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

G.6.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this Contract.

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

G.6.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item, of property or service is made on or before:

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

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontractor Requirements

G.7.3.1 The Contractor shall include in each subcontract under this Contract a provision requiring the subcontractor to include in its Contract with any lower-tier sub-contractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CERTIFICATION OF INVOICE

The COTR shall perform certification of each of the Contractor's invoices. The invoices shall be logged in by the Accounts Payable Office and forwarded to the COTR to review for accuracy and to perform certification for payment. The certified invoice shall be forwarded to the Chief Financial Officer within Five (5) working days after receipt of a satisfactory invoice.

G.8 PAYMENT

G.8.1 DBH shall pay the Contractor monthly the amount due the Contractor as set forth in Section B of the Contract in accordance with the Terms of the Contract and upon presentation of a properly executed invoice and authorized by the COTR.

G.8.2 DBH shall pay Interest Penalties on amounts due to the Contractor in accordance with the Quick Payment Act, D.C. Official Code § 2-221.02 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made to the Contractor.

G.8.3 Payment shall be based upon fixed unit rates and services provided as specified in Section B (Price Schedules) and Section F (Deliverables)

G.9 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.9.1 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.

G.9.2 No final payment shall be made to the Contractor until the agency CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.10 RESPONSIBILITY FOR AGENCY PROPERTY

The Contractor 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 Contractor's custody during the performance of services under this Contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the 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 ASSIGNMENT OF CONTRACT PAYMENTS

G.11.1 In accordance with 27 DCMR 3250, the Contractor 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 Contract.

G.11.2 Any assignment shall cover all unpaid amounts payable under this Contract and shall not be made to more than one party.

G.11.3 Notwithstanding an assignment of Contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment dated _____, make payment of this invoice to:

(Name and address of Assignee)

PART I: THE SCHEDULE

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractors fails to perform the tasks required under this Contract, DBH shall notify the Contractor 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 Contractor 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, Contracts and Procurement/Agency Chief Contracting officer shall be in an amount of **One Thousand Dollars(\$1,000.00) per day** against the Contractors until such time that the Contracts has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract.

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

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 For all new employment resulting from this Contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor 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 Contractors shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this Contract. The DOES shall be the Contractor'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 Contractors shall be bound by the Wage Determination No. 2005-2103, Revision 15, dated 12/22/2012, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.* and incorporated herein as Section J.2. The Contractors shall be bound by the wage rates for the term of the Contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractors shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO

obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractors may be entitled to an equitable adjustment.

H.4 PUBLICITY

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

H.5 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA 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 Contractor pursuant to the contract, the CA shall forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility shall determine the release of the records. The District shall reimburse the Contractor 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 Contractors 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 Contractors shall enter into and maintain, during the term of the Contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

H.6.3 The Contractors shall submit to DOES, no later than the 10th of each month following execution of the Contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The Contract compliance report for the Contract shall include the:

- (1) Number of employees needed;

- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

H.6.4 If the Contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the Contract shall be District residents.

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

- (1) Document in a report to the CO its compliance with **Section H.6.4** of this clause; or
- (2) Submit a request to the CO 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 Contractor;
- (2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the Contract 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 Contractors 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 Contract.

H.6.7 Upon receipt of the Contractors' final payment request and related documentation pursuant to **Sections H.6.5** and **H.6.6**, the DIRECTOR/ACCO shall determine whether the Contractors are 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 Contractors are in compliance, or that a waiver of compliance is justified, the DIRECTOR/ACCO shall, within two 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 Contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this Contract any decision of the DIRECTOR/ACCO pursuant to this section.

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 Contract, the Contractors and any of its sub-contractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.8 **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this Contract, the Contractors and any of its sub-contractors 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 Contractors 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 Contractors shall pay its employees and sub-contractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

- H.9.3** The Contractors shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to pay its employees who perform services under the Contract 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 Contractors shall provide a copy of the Fact Sheet attached as J.6 to each employee and sub-contractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the sub-contractor to post the Notice in a conspicuous place in its place of business.
- H.9.6** The Contractors shall maintain its payroll records under the Contract in the regular course of business for a period of at least three (3) years from the payroll date and shall include this requirement in its subcontracts for \$15,000 or more under the Contract.
- H.9.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.9.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
 - (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

H.9.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.10 SUBCONTRACTING REQUIREMENTS

H.10.1 Mandatory Subcontracting Requirements

H.10.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of **Sections H.10.1 and H.10.2.**

H.10.2 Subcontracting Plan

If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% of the dollar volume of this Contract in accordance with the provisions of **Section H.10.1.** The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its Proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its Proposal. Once the plan is approved by the DIRECTOR/ACCO, changes to the plan shall only occur with the prior written approval of the DIRECTOR/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.10.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.10.2.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2.3** The names and addresses of all proposed sub-contractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.2.4** The name of the individual employed by the prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual;
- H.10.2.5** A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
- H.10.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the contracting officer, that the sub-contractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;
- H.10.2.7** Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.10.2.8** A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.10.2.9** A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.10.3 Subcontracting Plan Compliance Reporting. If the Contractors have an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21st of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.10.3.1** The dollar amount of the Contract or procurement;
- H.10.3.2** A brief description of the goods procured or the services contracted for;
- H.10.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.10.3.4** Whether the sub-contractors to the Contract are currently certified business enterprises;
- H.10.3.5** The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.10.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.10.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.4 Sub-contractor Standards

H.10.4.1 A prime Contractor shall ensure that sub-contractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.10.5.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.

H.10.5.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.5.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.11 CONTRACTOR RESPONSIBILITIES

H.11.1 The Contractor shall be responsible for providing qualifying personnel to perform the required services.

H.11.2 The Contractor shall be responsible for providing the government with laboratory results within the time as stated in the Scope of Work.

H.11.3 The Contractor shall be responsible for providing reports within the timeframe described in Section C.

H.12 COST OF OPERATION

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

H.13 CONTRACTOR LICENSE/CLEARANCES

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

H.14 PRIVACY AND CONFIDENTIALITY COMPLIANCE

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

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

1. Definitions:

- a. *Business Associate* means a person or entity, who, on behalf of the District government or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a member of the workforce of the District or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an organized health care arrangement in which the District participates, where the provision of the service involves the disclosure of protected health information from the District or arrangement, or from another business associate of the District or arrangement, to the person. A covered entity may be a business associate of another covered entity.

A *Business Associate* includes, (i) a Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information; (ii) a person that offers a personal health record to one or more individuals on behalf of the District; (iii) a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

A *Business Associate* does not include: (i) a health care provider, with respect to disclosures by a covered entity to the health care provider concerning the treatment of

the individual; (ii) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or HMO with respect to a group health plan) to the plan sponsor, to the extent that the requirements of 45 CFR § 164.504(f) apply and are met; (iii) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting protected health information for such purposes, to the extent such activities are authorized by law; iv) a covered entity participating in an organized health care arrangement that performs a function, activity or service included in the definition of a Business Associate above for or on behalf of such organized health care arrangement.

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - iv. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - v. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.

- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its health care components for compliance with the Security Rule and privacy requirements under this Clause.
- i. *Mental Health Information Act* is the law controlling any disclosure of mental health information in the District of Columbia (D.C. Official Code § 7-1201.01 et seq. 2009).
- j. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- k. *Individual* shall have the same meaning as the term “individual” in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- l. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- m. *National Provider Identifier (NPI) Rule*: “National Provider Identifier” shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.

- n. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a *Hybrid Entity*, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- o. *Privacy Officer*. “Privacy Officer” shall mean the person designated by the District’s Privacy and Security Official or one of the District’s covered components within its Hybrid Entity, who is responsible for overseeing compliance with the Covered Agency’s Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District’s Privacy and Security Official, and shall be responsive to and report to the District’s Privacy and Security Official on matters pertaining to HIPAA compliance.
- p. *Privacy Rule*. “Privacy Rule” shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- q. *Protected Health Information*. “Protected Health Information” (PHI) or “Electronic Protected Health Information” (Ephi) means individually identifiable health information that is created or received by the *Business Associate from or on behalf of* the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium;
 - iii Protected Health Information does not include information in the records listed in subsection (2) of the definition of Protected Health Information in 45 C.F.R. §160.103.
- r. *Required By Law*. “Required By Law” shall have the same meaning as the term “required by law” in 45 C.F.R. § 164.103, and shall include the MHIA and 42 CFR Part 2 as applicable.
- s. *Secretary*. “Secretary” shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- t. *Security Officer*. The person designated by the Security Official or one of the District of Columbia’s designated health care components, who is responsible for overseeing compliance with the Covered Agency’s Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency’s security officer shall follow the guidance of the District’s Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.

- u. *Security Rule.* “Security Rule” shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- v. *Workforce.* “Workforce” shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees 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 this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees 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 and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause. Business Associate acknowledges that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, Business Associate is under the jurisdiction of the United States Department of Health and Human Services and is directly liable for its 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) 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) 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 Associate Contracts 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. The Business Associate agrees to name Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this Clause, the Security Rule and other applicable federal and state privacy laws within the Business Associate’s business. The Business associate reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District’s Hybrid Entity.
- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause or other incident or condition arising out the Security Rule, including breaches of unsecured protected health information as required at 45 CFR 164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within five (5) days from the time

the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the District.

- f. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit protected health information on behalf of the business associate agree to the same restrictions, conditions, and requirements that apply to the business associate with respect to such information.
- h. Initially, within ten (10) days following the commencement of this Contract, or within ten (10) days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this Clause.
- i. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** [as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- j. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** [*agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- k. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity and Procedure Verification Policy*], attached hereto as Exhibit C and incorporated by reference.

- l. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- m. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert agency appropriate terms if applicable*] by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- o. To the extent the business associate is to carry out one or more of covered entity's obligation(s) under Subpart E of 45 CFR Part 164, the business associate agrees to comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this Clause, as well as data systems storing or transmitting protected health information, to verify compliance.
- q. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- r. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information

does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 CFR Part 164 if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;

- iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
 - ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
 - iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
 - iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
 - v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
 - vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf

of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.

- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, “encrypted” shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate “key” can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible upon reasonable request.
 - viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform the Covered Entity of any software standards or specifications not compliant with the HIPAA Regulations.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate’s Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate’s personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to

the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.

- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 CFR Part 164 if done by the Covered Entity.

8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;

- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually agreed upon by

and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate. If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

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

- c. *Effect of Termination.*
 - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and conditions if applicable*] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
 - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity written notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. Additionally, the Business Associate shall:

- (1) Retain only that protected health information which is necessary for business associate to continue its proper management and administration or to carry out its legal responsibilities;
- (2) Return to covered entity [or, if agreed to by covered entity, destroy] the remaining protected health information that the business associate still maintains in any form;
- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to electronic protected health information to prevent use or disclosure of the protected health information, other than as provided for in this Section, for as long as business associate retains the protected health information;
- (4) Not use or disclose the protected health information retained by business associate other than for the purposes for which such protected health information was retained and subject to the same conditions set out at [Insert section number related to paragraphs (e) and (f) above under “Permitted Uses and Disclosures By Business Associate”] which applied prior to termination; and
- (5) Return to covered entity [or, if agreed to by covered entity, destroy] the protected health information retained by business associate when it is no longer needed by business associate for its proper management and administration or to carry out its legal responsibilities.

The obligations outlined in Section 2. Obligations and Activities of Business Associate shall survive the termination of this Contract.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.

- d. *Interpretation.* 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.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate 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, as defined herein, 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)(f), (g) 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.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

Attention: _____

Attention: _____

Fax: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

- n. *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.
- o. *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 will 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 the then-current requirements of the Privacy Rule, 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 the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, 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 District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Identity and Procedure Verification: <http://dmh1.dc.gov/node/682752>

PART II: CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the Contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this Contract beyond the end of the current fiscal year (September 30, 2015) is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractors shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or

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

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractors hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor 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 Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** 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 Contract, 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.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
 - I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
 - I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

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

I.5.11 The Contractors shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability,

including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this Contract, or (ii) based upon any data furnished under this Contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractors 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 Contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia and shall contain a waiver of subrogation. The Contractors shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this Contract.
2. Automobile Liability Insurance. The Contractors shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this Contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractors shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the Contract is performed.

Employer's Liability Insurance. The Contractors 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 Contractors shall carry all required insurance until all contract work is accepted by the District and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this Contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE SHALL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and sub-contractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the Contract Price.
- F. **NOTIFICATION**. The Contractors shall immediately provide the CO 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 CO.

G. CERTIFICATES OF INSURANCE. The Contractors 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, 2nd Floor
Washington, DC 20002
(202) 671-3188 – Office
Email: Samuel.feinberg@dc.gov

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

I.9 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 as Section J.3. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 ANTI-KICKBACK PROCEDURES

I.10.1 Definitions:

- I.10.1.1** "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 Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.
- I.10.1.2** "Person," as used in this clause, means a corporation, partnership, business association of any kind, trust, joint-stock company, or individual.
- I.10.1.3** "Prime contract," as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.
- I.10.1.4** "Prime Contractor" as used in this clause, means a person who has entered into a prime contract with the District.
- I.10.1.5** "Prime Contractor employee," as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.10.1.6 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.10.1.7 “Subcontractor,” as used in this clause, means any person, other than the prime Contractor, 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 or a higher tier subcontractor.

I.10.1.8 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I.10.2 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.10.2.1 Providing or attempting to provide or offering to provide any kickback;

I.10.2.2 Soliciting, accepting, or attempting to accept any kickback; or

I.10.2.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.

I.10.3 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-10.2 of this clause in its own operations and direct business relationships.

I.10.4 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-10.2 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.

I.10.5 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 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 shall notify the Director/ACCO when the monies are withheld.

I.11 GOVERNING LAW

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

I.12 STOP WORK ORDER

- I.12.1** The Director/ACCO may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this Contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.
- I.12.2** The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director/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 Contract Provisions (Attachment J-1).
- I.12.3** If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director/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.11.4** If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this Contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director/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 Contract.
- I.12.5** 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.12.6** 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.13 SUSPENSION OF WORK

- I.13.1** The Director/ACCO may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this Contract for the period of time that the Director/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, Contracts and Procurement/ Agency Chief Contracting Officer in the administration of this Contract, or by the Director, Contracts and Procurement/Agency Chief Contracting Officer's failure to act within the time specified in this Contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this Contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the Contract modified in writing accordingly.
- I.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 Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this Contract.

I.13.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director/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 CONTINUITY OF SERVICES

I.14.1 The Contractor recognizes that the services provided under this Task Order are vital to the District of Columbia and must be continued without interruption and that, upon Contract expiration or termination, a successor, either the District Government or another Contractor, at the District's option, shall continue to provide these services. To that end, the Contractor agrees to:

I.14.1.1 Furnish phase-out, phase-in (transition) training; and

I.14.1.2 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.15 ORDER OF PRECEDENCE

A conflict in language or any 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 a part of the Contract:

I.15.1 Dixon Settlement Agreement dated September 8, 2011 in Dixon, et al. v. Gray et al., CA 74-285 (TFH) (Dixon Settlement Agreement)

I.15.2 Wage Determination No. 05-2103, Rev. 15, dated December 22, 2014

I.15.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007(Attachment J.1)

I.15.4 Contract Sections A through J of this Solicitation RM-15-RFP-093-BY4-SDS.Contract attachments other than the SCP.

I.15.5 DBH Policies and Rules.

I.15.6 Best and Final Offer (BAFO) dated:

I.15.7 Request for Proposal submission dated:

I.15.8 Request for Proposal

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

PART III – LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J: LIST OF ATTACHMENTS

The following list of attachments includes attachments incorporated into the solicitation either physically or by reference. **Complete forms Attachment J.3, J.5, J.6 and J.8 and submit with response to this RFP.**

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination Available at: http://www.wdol.gov/sca.aspx For Service Contracts click on “Selecting SCA WDs” , for Construction Contracts click on “Selecting DBA WDs” Select the State (District of Columbia) from the drop-down menu. https://mail.dc.gov/owa/redir.aspx?C=dee85c653c184ee88d9b608b9cc59566&URL=http%3a%2f%2fwww.wdol.gov%2fsca.aspx
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments” also Separately Attached.
J.4	Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES) http://www.dbh.dc.gov/dmh/frames.asp?doc=/dmh/lib/dmh/pdf/DixonSettlementAgreement/Settlement_Agreement.pdf
J.5	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.6	Tax Certification Affidavit available at www.ocp.dc.gov click on “Solicitation Attachments”
J.7	Way to Work Amendment Act of 2006 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Subcontracting Plan Form, SBE Statutory Requirements Acknowledgement form and SBE Utilization Acknowledgement Form are available at www.dslbd.dc.gov click on “SBE Compliance Documents”. DSLBD information found at: http://dslbd.dc.gov/node/894642

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

**PART IV – REPRESENTATIONS AND INSTRUCTIONS
SECTION K – REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF THE CONTRACTORS**

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SECTION K
REPRESENTATIONS, CERTIFICATIONS AND
OTHER STATEMENTS OF CONTRACTORS

K.1 TAX CERTIFICATION

Each Prospective Contractor shall submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.10.

K.2 AUTHORIZED NEGOTIATORS

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

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Prospective Contractor, 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 Contractor is a foreign entity, it operates as:

(c)

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

K.4 EMPLOYMENT AGREEMENT

For all offers over \$100,000, except for those in which the Prospective Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor shall use DOES as the first source for recruitment and referral of any new employees. The Prospective Contractor 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 Contractor to hire or train persons it does not consider qualified based on standards Contractor applies to all job applicants.

Name: _____ Title: _____
Signature: _____ Date: _____

K.5 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 Contractor 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 Contractor: _____ **Date:** _____

Name: _____

Title: _____

Signature _____

Prospective Contractor ____ has ____ has not participated in a previous Contract or Subcontract subject to the Mayor's Order 85-85. Prospective Contractor ____ 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.6 WALSH-HEALY ACT

If this Solicitation is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000 and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- (a) All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- (b) All employees whose work relates to this Solicitation shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (41 U.S.C. 40).

If your offer is \$10,000, or more, the following information SHALL be furnished:

(c) Regular Dealer

_____ The Prospective Contractor is a Regular Dealer.
_____ The Prospective Contractor is not a Regular Dealer.

(d) Manufacturer

_____ The Prospective Contractor is a Manufacturer.
_____ The Prospective Contractor is not a Manufacturer.

K.7 BUY AMERICAN CERTIFICATION

The Prospective Contractor hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, “Buy American Act”) and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ **EXCLUDED END PRODUCTS**

_____ **COUNTRY OF ORIGIN**

K.8 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Prospective Contractor 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 Clause 17 of the Standard Contract Provisions.

K.9 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

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

(insert full name of person(s) in the organization responsible for determining the prices offered in this Solicitation and the title of his or her position in the Prospective Contractor’s organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2)(I) above have not participated and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
- (ii) As an agent, has not participated and shall not participate, in any action contrary to subparagraphs (a) (1) through (a) (3) above.
- (g) If the Prospective Contractor deletes or modifies subparagraph (a) (2) above, the Prospective Contractor shall furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.10 ACKNOWLEDGMENT OF AMENDMENTS

Contractor acknowledges receipt of Amendment to the solicitation and related documents numbered and dated as follows:

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

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

PART IV – REPRESENTATIONS AND INSTRUCTIONS

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS
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SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award a single contract resulting from this solicitation to the responsible offeror whose offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 Initial Offers

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 One original and three (3) copies of the written 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 Contractor, Stapled or bound technical Proposal shall be submitted with a minimum of five (5) pages and not to exceed the maximum of twenty (20) pages, additional pages only for cost Proposal and supporting documentation. Proposals shall be typewritten 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 **on the outside:**

:

"Proposal in Response to Solicitation No. RM-15-RFP-093-BY4-SDS

Wraparound Services for Community and Schools"

L.2.2 Offerors are directed to the specific proposal Evaluation Criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that shall allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

1. Technical Understanding of the requirement and approach
2. Management Plan
3. Quality Improvement Plan
4. Personnel
5. Past Performance

L.2.3 The offerors shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 OPTIONAL PRE-PROPOSAL CONFERENCE

An optional pre-proposal conference shall be held on *March 18, 2015 from 11:00 am until 12:00 noon at the Department of Behavioral Health located at 64 New York Avenue, NE, Washington, DC 20002 in the second (2nd) floor conference room.* All prospective Offerors are invited to attend.

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

L.4.1 Proposal Submission

Proposals must be submitted no later than 2:00 PM, Local Time on March 27, 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:

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;

- a. The proposal or modification was sent by mail and it is determined by the ACCO that the late receipt at the location specified in the solicitation was caused solely by mishandling by the District.
- b. The Offerors shall sign the Proposal in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Proposal 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** Contractor 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 Submissions

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 Contract.

L.4.5 Withdrawal or Modification of Offers

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

L.4.6 HAND DELIVERY OR MAILING OF PROPOSALS TO:

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

L.5 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.6 FAMILIARIZATION WITH CONDITIONS

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding the difficulties

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

L.7 EXPLANATION TO PROSPECTIVE OFFERORS

If a Prospective Offeror has any questions relative to this Solicitation, the Prospective Offeror shall submit the question in writing to the Contact Person, identified on page one, in writing. The Prospective Contractor shall submit questions no later than **SEVEN (7)** calendar days prior to the closing date and time indicated for this Contract. The District shall not consider any questions received less than **SEVEN (7)** calendar days before the date set for submission of Proposal. The District shall furnish responses promptly to all other Prospective Contractors. An amendment to the solicitation shall be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other Prospective Contractors. Oral explanations or instructions given before the award of the Contract shall not be binding.

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

Samuel J. Feinberg, CPPO, CPPB
Director, Contracts and Procurement
Agency Chief Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002
Office (202) 671-3188 – Fax (202) 671-3395
Email: Samuel.feinberg@dc.gov

L.8 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.8.1 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.8.2 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.9 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.10 PROPOSAL PROTESTS

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

L.11 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.12 LEGAL STATUS OF OFFEROR

Each Proposal must provide the following information:

L.12.1 Name, address, telephone number and federal tax identification number of Offeror;

L.12.2 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.12.3 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.13 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 twenty (20) pages.

L.14 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 Contractor 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.15 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.16 PROPOSAL COSTS

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

L.17 CERTIFICATES OF INSURANCE

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverage as specified in **Section I.8** to:

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
(202) 671-3188 – Office,
Email: Samuel.feinberg@dc.gov

L.18 GENERAL STANDARDS OF RESPONSIBILITY

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

L.18.1 To be determined responsible, a prospective Contractor 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.18.2 If the prospective Contractor 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 Contractor to be non-responsible.

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

SECTION M
EVALUATION FACTORS
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PART IV: REPRESENTATIONS AND INSTRUCTIONS

SECTION M – EVALUATION FACTORS FOR AWARD

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

The Technical Rating Scale is as follows:

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

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

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.

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

M.3.1 TECHNICAL EVALUATION FACTORS

M.3.1.1 Evaluation Factor: Technical Understanding and Methodology (Points)

The information contained in this section shall facilitate the evaluation of the Offeror's technical understanding of the requirements set forth in applicable federal regulations, state policy and the District's objectives and the Offeror's approach to fulfilling the tasks described in **Section C**.

The Offeror shall provide the following narratives:

M.3.1.1.1 Program Plan (25 Points)

- a. Describe how your agency shall develop positive relationships with the "lead" agencies – DBH, DYRS, CFSA, etc. to deliver services (Community Wraparound Services) and with OSSE and DCPS (School Wraparound Services).
- b. If your agency is a current or potential provider of direct services, describe how your agency shall keep the two functions operating separately within your organization.
- c. Describe how your agency shall reach out to engage families upon referral, gain their ownership of their Wraparound Plan, and retain their active participation throughout the service time frame.
- d. Describe how your agency shall ensure the ability to communicate with families who are not proficient in speaking English and/or are culturally diverse.
- e. Describe how your agency shall keep track of the required time frames for assignment of Care Coordination and Wraparound Team and creation of the Wraparound Plan.
- f. Describe how your agency shall provide 24-hours a day, 7 days-a-week access to crisis services to the assigned families.
- g. Describe the procedures your agency shall have in place to create the Wraparound Plan and the Wraparound Team.
- h. Describe how your agency shall work to implement the values and components of Wraparound as described in the Scope of Work.
- i. Describe how your agency shall enhance its current relationship with the direct service provider community in order to facilitate appropriate linkages and services to families and develop the provider network so families have a choice in the provider they choose.

- j. Describe how your agency shall provide administrative and fiscal oversight to the network of providers to ensure quality care to children and families.
- k. Describe how your agency shall identify and engage informal supports for each family.
- l. Describe how your agency shall ensure that continual assessment of child and family safety is occurring.
- m. Describe your agency's policies and procedures for handling critical incidents, including your definition of a critical incident as it relates to this population. Additionally, include how critical incidents shall be tracked and followed up on with staff, the child, and the family.

M.3.1.1.2 Data Collection and Record Keeping (10 Points)

- a. Describe how your agency shall keep Case Record Files up-to-date.
- b. Describe how your agency shall collect and maintain information to respond to DBH's requirements in its monthly reporting as found above in Reporting Requirements.
- c. Describe how your agency shall keep Case Record Files and other relevant data confidential and comply with HIPAA mandates.

M.3.1.1.3 Evaluation (5 Points)

- a. Describe how your agency shall design service delivery to ensure achievement of the identified program performance measures.
- b. Describe how your agency shall use the data collected for reporting and evaluation purposes to maintain and strengthen your service's success in impacting families and meeting the program performance measures.

M.3.1.2 Expertise and Key Personnel (15 points)

M.3.1.2.1 Expertise

- a. Describe your agency's vision and philosophy for strengthening and supporting families who have children with intensive needs that require cross-agency and cross-discipline interventions to keep them in their homes/communities.
- b. Describe your agency's experience operating similar services to those in this RFP's Scope of Work and Deliverables within the past four years, including the ability to function as a CME and manage a provider network, numbers of families served,

race/ethnicity and languages spoken, strengths and needs of families, specific program services, and any data collected to measure the results of the program and what that data show regarding your agency's effectiveness.

- c. Describe how your agency worked to engage families in their service plan, especially families who are not English proficient.
- d. Describe any partnerships or collaborations with public agencies, private service providers, businesses, churches, law enforcement agencies, or other community-based organizations that have helped your agency to deliver your services to families.
- e. Fiscal document indicating payroll reserves for two months of total involved staff costs.
- f. Financial statements for the previous 3 years.
- g. Complete Attachment J.9, Cultural Competence Assessment Form, and include in your agency's proposal as Attachment A.

M.3.1.2.2 Key Personnel (20 Points)

- a. Describe the staffing pattern your agency shall use to deliver the proposed services, which shall ensure the required availability to families during traditional and nontraditional hours.
- b. Describe the location of the office where the Care Coordinator staff and case files shall be housed and how it promotes access to the families.
- c. Include as Attachment D position descriptions and resumes of the staff person who shall perform the required Supervision functions.
- d. Include as Attachment E position descriptions and resumes of key staff that shall perform the Care Coordination functions.
- e. If key staff persons have not been identified, describe how your agency shall recruit and hire required staff to meet the service delivery time line.
- f. Describe how your agency shall secure criminal background checks for all staff.
- g. Describe how your agency intends to ensure culturally competency for staff.
- h. Describe in detail your agency's planned supervision structure, including how your agency shall ensure that Care Coordinators are delivering strengths-based, family-oriented services with sound clinical practices.

- i. Describe your agency's plan for supervision, staff development and support to ensure high quality Wraparound services to families.

Describe your agency's workplace culture, policies, procedures and strategies for ensuring high staff retention rates for Care Coordinators.

M.3.1.3 Past Performance Evaluation (15 points)

Describe past experience providing Wraparound Services for Governmental Entities within the last five (5) years.

The Offeror shall list at least three (3) Clients where with similar Scopes of work and Services were provided. Each shall be accompanied by verifiable references that include:

1. The location of the Service
2. Contact Person, name and telephone number
3. Brief description of the work performed by the Offeror
4. Duration of Contract

M.3.2 PRICE/COST CRITERIA (10 Points)

Offerors shall provide a Narrative to accompany their Price Proposal with a description/explanation for pricing on each Contract Line Item. The Price evaluation shall be objective. The Provider with the lowest cost/price shall receive the maximum price points. All other proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Provider's evaluated cost/price score:

$$\frac{\text{Lowest cost/price proposal} \times 10}{\text{Price of proposal being evaluated}} = \text{evaluated cost/price score}$$

M.3.3 TOTAL (100 Points)

The maximum combined total points for the Technical and Price Proposals is One Hundred (100) points.

M.3.4 PREFERENCE POINTS AWARDED (12 Points Maximum)

Contractors who are Certified Business Enterprises (CBE) in the District of Columbia shall be awarded points in accordance with the categories that apply, as certified by the Department of Small AND Local Business Development (DSLBD), up to a maximum of 12 Preference Points.

M.3.5 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the Offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

The District shall evaluate offers for award purposes by evaluating the total price for all options as well as 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 –APPLICATION OF PREFERENCES

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 Contractors as follows:

- M.5.1.1** Any prime Contractor that is a small business enterprise (SBE) certified by the Department 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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 Contractor 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.

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