

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

1. ISSUED BY/ADDRESS OFFER TO: DISTRICT OF COLUMBIA DEPARTMENT OF BEHAVIORAL HEALTH (DBH) CONTRACTS AND PROCUREMENT SERVICES (CPS) 64 NEW YORK AVENUE , NE, 2ND FLOOR WASHINGTON, DC 20002	2. PAGE OF PAGES: 1 OF 82 3. CONTRACT NUMBER: 4. SOLICITATION NUMBER: RM-15-HCA-RSS-000-XXX-BY4-CPS 5. DATE ISSUED: FRIDAY, JUNE 20, 2014 (OPEN CONTINUOUSLY) 6. FIRST REVIEW DEADLINE: FRIDAY, JULY 11, 2014 @ 1:00PM (EST) SECOND REVIEW DEADLINE: FRIDAY, NOVEMBER 21, 2014 @ 1:00PM (EST)
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7. TYPE OF SOLICITATION: N/A <input type="checkbox"/> SEALED BID <input type="checkbox"/> NEGOTIATION (RFP) <input checked="" type="checkbox"/> HUMAN CARE AGREEMENT	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, Contracts and Procurement Agency Chief Contracting Officer	TELEPHONE NUMBER: (202) 671-3188	B. E-MAIL ADDRESS: Samuel.Feinberg@dc.gov
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OFFER (TO BE COMPLETED BY THE CONTRACTOR)

12. In compliance with the above, the undersigned agrees, if the Offer is accepted within **180** 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 Human Care Agreement shall constitute a Formal Contract. All Offers are subject to the terms and conditions contained in the solicitation.

13. ACKNOWLEDGEMENT OF AMENDMENTS (The Contractor acknowledge receipt of amendments to the Request for Qualifications for Human Care Agreement 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, Contracts and Procurement Agency Chief Contracting Officer	19. CONTRACTING OFFICER SIGNATURE:	20. AWARD DATE:

SECTION B

SUPPLIES OR SERVICES AND PRICE

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SECTION B: HUMAN CARE SERVICES AND SERVICE RATES

B.1 PURPOSE OF SOLICITATION/CONTRACT TYPE

The Government of the District of Columbia, Department of Behavioral Health (DBH or the District) contemplates making multiple awards from this Human Care Agreement (HCA) Solicitation. HCA awards shall be made to Eligible Substance Abuse Providers who have been CERTIFIED by DBH's Office of Accountability (OA) as of May 31, 2014 to provide Recovery Support Services and supports utilizing a HCA. Eligible Recovery Support Services (RSS) Providers shall have achieved a status of being a Certified Recovery Support Provider for DBH with an Active designation in Good Standing. The use of the term "Contract" in this document refers to a Human Care Agreement (HCA) that has been awarded by the District. The terms Provider and Contractor are used interchangeably.

B.2 ORDERING PROCEDURES

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

B.2.2 Delivery or performance shall be made by Provider only as authorized by Purchase Orders issued in accordance with the Ordering Clause. There is no limit on the number of Purchase Orders that may be issued. The District may issue Purchase Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Purchase Orders as may be issued.

B.3 SERVICE RATES

The Rate of Payment for services rendered in accordance with a Purchase Order shall be at the Rates contained in Section B.5, Pricing Schedule for the Base Year and any DBH Exercised Option Year, which have been established in 29 DCMR Chapter 62, Reimbursement Rates for Services provided by the Department of Behavioral Health Certified Substance Abuse Providers. The total units of any service ordered by DBH and provided to any DBH Client shall be subject to clinical or medical necessity as well as any authorization and benefit limitations established in 29 DCMR Chapter 23, "Certification Standards For Substance Abuse Treatment Facilities And Programs", and limited as set forth therein. Provider shall not charge the Client any co-payment, cost-sharing or similar charge.

B.4 MANDATORY SUBCONTRACTING REQUIREMENT

An Offeror responding to this solicitation must submit with its Proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this Solicitation shall be deemed unacceptable 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 volume of the Contract shall be subcontracted in accordance with section H.13.

B.5 SCHEDULE B - PRICING SCHEDULE

B.5.1 Pricing Schedule – Base Year

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Recovery Support Evaluation	2010	To evaluate and document a client's individual recovery support service needs, develop a comprehensive individual recovery support plan, and monitor client progress on achievement of goals and objectives of the individual recovery plan.	Flat rate	\$35.00 per evaluation	N/A	Limit 1 evaluation every 30 days.
Care Coordination	3040	To assist individuals with substance abuse problems on how to access the network of services and other community resources available to sustain recovery.	15 min.	\$20.00	N/A	Limit 4 minutes per week.
Spiritual Support Group	5050	To provide recovery support which incorporates faith and specific religious beliefs in the recovery process, based on universal spiritual practices and principles that are not based on specific religious beliefs.	1 hour	N/A	\$25.00	This rate is per person in a group session. Limit 5 sessions per week.
Recovery Mentoring/Coaching	5030	To assist the individual in obtaining the necessary skills to be a successful and productive member of the community.	1 hour	\$30.00	N/A	Limit 2 sessions per week.
Education Services	6030 (individual)	To provide individual instruction focusing on increasing, expanding, or stabilizing the educational skills of a client.	1 hour	\$30.00	\$25.00	Limit 2 sessions per week.
	6031 (group)	Small group	1 hour			Limit 3 sessions per week.
Life Skills: • Employment Skills, Coaching and Work Preparation • Daily Living Skills • Nutrition Support	5040 (individual)	To provide life skills development to equip clients with the skills needed to succeed in day-to-day life.	1 hour	\$45.00	\$25.00	Limit 5 sessions per week.
	5041 (group)	Small group	1 hour			Limit 3 sessions per week.
Parenting Services	3010 (individual)	To assist parents in child development and parenting information as well as encourage networking with other parents with similar circumstances.	1 hour	\$50.00	\$25.00	Limit 5 sessions per week.
	3011 (group)	Small group				Limit 3 sessions per week.
Family and Marital	2090	To help individuals enhance personal and	1 hour	\$75.00	\$25.00	Limit 5 sessions per

Human Care Agreement (HCA) Solicitation

RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Services	(individual)	family skills for work and home, reduce marriage/family conflict.				week.
	2091 (group)	Small group				Limit 3 sessions per week.
HIV/AIDS Education	6020	To educate an individual on the risks, statistics, transmission, legal, and financial aspects of the disease.	1 hour	N/A	\$25.00	Limit 5 sessions per week.
Child Care	3020 (individual)	To provide care and supervision, in a licensed day care facility, provided during part of a 24-hour day to a client's child (ren), less than 13 years of age, while the client is participating in clinical treatment and/or recovery support services.	1 hour	\$15.00	\$30.00 (2 children) \$45.00 (3 or more children)	Must be licensed under Chapter 3, Title 29 of the District of Columbia Municipal Regulations. Limit 25 hours per week. Child care benefits may only be received by clients enrolled in substance abuse treatment and/or recovery support services.
	3021 (group)					
Transportation: • Private Transportation • Public Transportation Support	3050 (private)	To provide transportation of individuals for the purpose of accessing treatment and/or recovery services, job interviews, medical appointments, 12 step or other support groups, school, work, childcare providers, or any other activity that supports a clients recovery, i.e. it is not offered as a standalone service.	Per round trip	\$35.00 (flat rate)	N/A	Transportation services can only be provided to the client and only when receiving other substance abuse treatment and/or recovery support services. Mileage log must be submitted for reimbursement weekly. Flat rate of \$25.00 Metro Smartcard per client. Provider will be reimbursed the unit rate for the Metro Smartcard plus and administrative fee of \$5.00. Receipt for purchase must be submitted for reimbursement.
	3051 (public)		1 Metro Smartcard	\$25.00	N/A	
Environmental Stability	4050 (individual)	To provide a structured and stable recovery support system that includes recovery housing for up to six months, intensive case management and care coordination	1 per week	\$212.50	N/A	Individuals receiving this benefit <u>must</u> participate in one or more of the following
	4051 (women)		1 per week.	\$250.00		

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Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
	w/dependent children)	services, the development of a comprehensive individual and family recovery plan with clear goals and objectives, and job skills, life skills, and employment readiness training.				services on a weekly basis: <ul style="list-style-type: none"> • 5040 • 5041 • 6030 • 6031

Clinical Services	Billing Code	Clinical Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per Client Authorizations may be required from APRA
The Matrix Model IOP for Methamphetamine Treatment: <ul style="list-style-type: none"> • Cognitive Behavioral Therapy (CBT) • Contingency Management • Motivational Interviewing (MI) 	2130 2131 (IOP)	This is an all inclusive treatment service.	1 day	\$81.00 Hospital based \$74.25 Non-Hospital based	N/A	At least 3 hours per day and 3 days per week. Requires reauthorization >90 days.
Recovery Social Activities for Methamphetamine Treatment: <ul style="list-style-type: none"> • Community Reinforcement Approach (CRA) 	7030	To provide recovery social activities for recovering methamphetamine users in the Lesbian, Gay Bi-sexual, Transgender, and Questioning (LGBTQ) Communities.	1 event	\$25.00	N/A	Based on one person per event.
Screening	8010	To determine eligibility for admission to a substance abuse treatment program.	1 hour	\$25.00	N/A	Limit 1 per admission.
Assessment (Addiction Severity Index (ASI))	8020	To determine level of care and severity of addiction for admission to a substance abuse treatment program.	1 hour	\$100.00	N/A	Limit 1 per admission.
Residential Detoxification	8030	To provide sub-acute detoxification services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$270.00	N/A	Limit 7 days. All-inclusive rate. Only 8070 may be billed on service delivery date.
Residential Treatment Services	8040	To provide residential substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$205.00	N/A	Limit 30 days. All-inclusive rate. Only 8070 may be billed on service delivery date.

Human Care Agreement (HCA) Solicitation
RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY
SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

						Requires reauthorization >30 days.
Intensive Outpatient Treatment Services	8050	To provide intensive outpatient substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$75.00	N/A	Minimum 3 hours per day, 3 days per week. All-inclusive rate. Only 8070 may be billed on service delivery date. Requires reauthorization >90 days.
Treatment Planning	8060	To develop a comprehensive individual treatment plan for individuals receiving services for substance use disorder. Treatment plans should define clear goals and objectives, and be evaluated every 30 days to monitor progress.	1 hour	\$75.00	N/A	Limit 1 every 30 days.
Case Management	8070	To provide care coordination for primary and behavioral health services, enrollment in human services programs (TANF, disability, etc.), and any other need for services required by individuals receiving substance abuse treatment services.	30 minutes	\$40.00	N/A	Services should support implementation of client's comprehensive individual treatment plan.
Individual Counseling (Level I Outpatient)	8080	To provide face-to-face therapeutic interaction with the client for the purpose of supporting the clients recovery	30 minutes	\$45.00	N/A	Limit 4 per week. Requires reauthorization >90 days.
Group Counseling (Level I Outpatient)	8090	To provide face-to-face therapeutic interaction with a maximum of 15 clients for the purpose of supporting the clients recovery	1 hour	N/A	\$20.00	This rate is per person in a group session. Limit 4 per week. Requires reauthorization >90 days.
Family Counseling (Level I Outpatient, Level II Intensive Outpatient)	9000	To provide planned, goal-oriented therapeutic interaction with the client and/or one or more members of the client's family to address and resolve the family system's dynamics as it relates to the client's substance abuse problem in accordance with the client's rehabilitation plan.	1 hour	\$100.00	N/A	Limit 2 per week. Requires reauthorization >90 days. Session may occur in an office or community based setting.

BASE YEAR

 Print Company Name

 Print Name of Person Authorized to Sign

 Signature of Person Authorized to Sign

 Date

B.5.2 Pricing Schedule – Option Year One (1)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Recovery Support Evaluation	2010	To evaluate and document a client's individual recovery support service needs, develop a comprehensive individual recovery support plan, and monitor client progress on achievement of goals and objectives of the individual recovery plan.	Flat rate	\$35.00 per evaluation	N/A	Limit 1 evaluation every 30 days.
Care Coordination	3040	To assist individuals with substance abuse problems on how to access the network of services and other community resources available to sustain recovery.	15 min.	\$20.00	N/A	Limit 4 minutes per week.
Spiritual Support Group	5050	To provide recovery support which incorporates faith and specific religious beliefs in the recovery process, based on universal spiritual practices and principles that are not based on specific religious beliefs.	1 hour	N/A	\$25.00	This rate is per person in a group session. Limit 5 sessions per week.
Recovery Mentoring/Coaching	5030	To assist the individual in obtaining the necessary skills to be a successful and productive member of the community.	1 hour	\$30.00	N/A	Limit 2 sessions per week.
Education Services	6030 (individual)	To provide individual instruction focusing on increasing, expanding, or stabilizing the educational skills of a client.	1 hour	\$30.00	\$25.00	Limit 2 sessions per week.
	6031 (group)	Small group	1 hour			Limit 3 sessions per week.
Life Skills: • Employment Skills, Coaching and Work Preparation • Daily Living Skills • Nutrition Support	5040 (individual)	To provide life skills development to equip clients with the skills needed to succeed in day-to-day life.	1 hour	\$45.00	\$25.00	Limit 5 sessions per week.
	5041 (group)	Small group	1 hour			Limit 3 sessions per week.
Parenting Services	3010 (individual)	To assist parents in child development and parenting information as well as encourage networking with other parents with similar circumstances.	1 hour	\$50.00	\$25.00	Limit 5 sessions per week.
	3011 (group)	Small group				Limit 3 sessions per week.
Family and Marital Services	2090 (individual)	To help individuals enhance personal and family skills for work and home, reduce	1 hour	\$75.00	\$25.00	Limit 5 sessions per week.

Human Care Agreement (HCA) Solicitation

RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
	2091 (group)	marriage/family conflict. Small group				Limit 3 sessions per week.
HIV/AIDS Education	6020	To educate an individual on the risks, statistics, transmission, legal, and financial aspects of the disease.	1 hour	N/A	\$25.00	Limit 5 sessions per week.
Child Care	3020 (individual) 3021 (group)	To provide care and supervision, in a licensed day care facility, provided during part of a 24-hour day to a client's child (ren), less than 13 years of age, while the client is participating in clinical treatment and/or recovery support services.	1 hour	\$15.00 This is a fixed rate	\$30.00 (2 children) \$45.00 (3 or more children) This is a fixed rate	Must be licensed under Chapter 3, Title 29 of the District of Columbia Municipal Regulations. Limit 25 hours per week. Child care benefits may only be received by clients enrolled in substance abuse treatment and/or recovery support services.
Transportation: • Private Transportation • Public Transportation Support	3050 (private) 3051 (public)	To provide transportation of individuals for the purpose of accessing treatment and/or recovery services, job interviews, medical appointments, 12 step or other support groups, school, work, childcare providers, or any other activity that supports a clients recovery, i.e. it is not offered as a stand alone service.	Per round trip 1 Metro Smartcard	\$35.00 (flat rate) \$25.00	N/A N/A	Transportation services can only be provided to the client and only when receiving other substance abuse treatment and/or recovery support services. Mileage log must be submitted for reimbursement weekly. Flat rate of \$25.00 Metro Smartcard per client. Provider will be reimbursed the unit rate for the Metro Smartcard plus and administrative fee of \$5.00. Receipt for purchase must be submitted for reimbursement.
Environmental Stability	4050 (individual) 4051 (women w/dependent)	To provide a structured and stable recovery support system that includes recovery housing for up to six months, intensive case management and care coordination services, the development of a comprehensive	1 per week 1 per week.	\$212.50 \$250.00	N/A	Individuals receiving this benefit <u>must</u> participate in one or more of the following services on a weekly

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RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
	children)	individual and family recovery plan with clear goals and objectives, and job skills, life skills, and employment readiness training.				basis: • 5040 • 5041 • 6030 • 6031

Clinical Services	Billing Code	Clinical Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per Client Authorizations may be required from APRA
The Matrix Model IOP for Methamphetamine Treatment: <ul style="list-style-type: none"> • Cognitive Behavioral Therapy (CBT) • Contingency Management • Motivational Interviewing (MI) 	2130 2131 (IOP)	This is an all inclusive treatment service.	1 day	\$81.00 Hospital based \$74.25 Non-Hospital based	N/A	At least 3 hours per day and 3 days per week. Requires reauthorization >90 days.
Recovery Social Activities for Methamphetamine Treatment: <ul style="list-style-type: none"> • Community Reinforcement Approach (CRA) 	7030	To provide recovery social activities for recovering methamphetamine users in the Lesbian, Gay Bi-sexual, Transgender, and Questioning (LGBTQ) Communities.	1 event	\$25.00	N/A	Based on one person per event.
Screening	8010	To determine eligibility for admission to a substance abuse treatment program.	1 hour	\$25.00	N/A	Limit 1 per admission.
Assessment (Addiction Severity Index (ASI))	8020	To determine level of care and severity of addiction for admission to a substance abuse treatment program.	1 hour	\$100.00	N/A	Limit 1 per admission.
Residential Detoxification	8030	To provide sub-acute detoxification services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$270.00	N/A	Limit 7 days. All-inclusive rate. Only 8070 may be billed on service delivery date.
Residential Treatment Services	8040	To provide residential substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$205.00	N/A	Limit 30 days. All-inclusive rate. Only 8070 may be billed on service delivery date.

Human Care Agreement (HCA) Solicitation

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						Requires reauthorization >30 days.
Intensive Outpatient Treatment Services	8050	To provide intensive outpatient substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$75.00	N/A	Minimum 3 hours per day, 3 days per week. All-inclusive rate. Only 8070 may be billed on service delivery date. Requires reauthorization >90 days.
Treatment Planning	8060	To develop a comprehensive individual treatment plan for individuals receiving services for substance use disorder. Treatment plans should define clear goals and objectives, and be evaluated every 30 days to monitor progress.	1 hour	\$75.00	N/A	Limit 1 every 30 days.
Case Management	8070	To provide care coordination for primary and behavioral health services, enrollment in human services programs (TANF, disability, etc.), and any other need for services required by individuals receiving substance abuse treatment services.	30 minutes	\$40.00	N/A	Services should support implementation of client's comprehensive individual treatment plan.
Individual Counseling (Level I Outpatient)	8080	To provide face-to-face therapeutic interaction with the client for the purpose of supporting the clients recovery	30 minutes	\$45.00	N/A	Limit 4 per week. Requires reauthorization >90 days.
Group Counseling (Level I Outpatient)	8090	To provide face-to-face therapeutic interaction with a maximum of 15 clients for the purpose of supporting the clients recovery	1 hour	N/A	\$20.00	This rate is per person in a group session. Limit 4 per week. Requires reauthorization >90 days.
Family Counseling (Level I Outpatient, Level II Intensive Outpatient)	9000	To provide planned, goal-oriented therapeutic interaction with the client and/or one or more members of the client's family to address and resolve the family system's dynamics as it relates to the client's substance abuse problem in accordance with the client's rehabilitation plan.	1 hour	\$100.00	N/A	Limit 2 per week. Requires reauthorization >90 days. Session may occur in an office or community based setting.

OPTION YEAR ONE (1)

Print Company Name

Print Name of Person Authorized to Sign

Signature of Person Authorized to Sign

Date

B.5.3 Pricing Schedule – Option Year Two (2)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Recovery Support Evaluation	2010	To evaluate and document a client's individual recovery support service needs, develop a comprehensive individual recovery support plan, and monitor client progress on achievement of goals and objectives of the individual recovery plan.	Flat rate	\$35.00 per evaluation	N/A	Limit 1 evaluation every 30 days.
Care Coordination	3040	To assist individuals with substance abuse problems on how to access the network of services and other community resources available to sustain recovery.	15 min.	\$20.00	N/A	Limit 4 minutes per week.
Spiritual Support Group	5050	To provide recovery support which incorporates faith and specific religious beliefs in the recovery process, based on universal spiritual practices and principles that are not based on specific religious beliefs.	1 hour	N/A	\$25.00	This rate is per person in a group session. Limit 5 sessions per week.
Recovery Mentoring/Coaching	5030	To assist the individual in obtaining the necessary skills to be a successful and productive member of the community.	1 hour	\$30.00	N/A	Limit 2 sessions per week.
Education Services	6030 (individual)	To provide individual instruction focusing on increasing, expanding, or stabilizing the educational skills of a client.	1 hour	\$30.00	\$25.00	Limit 2 sessions per week.
	6031 (group)	Small group	1 hour			Limit 3 sessions per week.
Life Skills: • Employment Skills, Coaching and Work Preparation • Daily Living Skills • Nutrition Support	5040 (individual)	To provide life skills development to equip clients with the skills needed to succeed in day-to-day life.	1 hour	\$45.00	\$25.00	Limit 5 sessions per week.
	5041 (group)	Small group	1 hour			Limit 3 sessions per week.
Parenting Services	3010 (individual)	To assist parents in child development and parenting information as well as encourage networking with other parents with similar circumstances.	1 hour	\$50.00	\$25.00	Limit 5 sessions per week.
	3011 (group)	Small group				Limit 3 sessions per week.
Family and Marital Services	2090 (individual)	To help individuals enhance personal and family skills for work and home, reduce marriage/family conflict.	1 hour	\$75.00	\$25.00	Limit 5 sessions per week.

Human Care Agreement (HCA) Solicitation

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Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
	2091 (group)	Small group				Limit 3 sessions per week.
HIV/AIDS Education	6020	To educate an individual on the risks, statistics, transmission, legal, and financial aspects of the disease.	1 hour	N/A	\$25.00	Limit 5 sessions per week.
Child Care	3020 (individual) 3021 (group)	To provide care and supervision, in a licensed day care facility, provided during part of a 24-hour day to a client's child (ren), less than 13 years of age, while the client is participating in clinical treatment and/or recovery support services.	1 hour	\$15.00 This is a fixed rate	\$30.00 (2 children) \$45.00 (3 or more children) This is a fixed rate	Must be licensed under Chapter 3, Title 29 of the District of Columbia Municipal Regulations. Limit 25 hours per week. Child care benefits may only be received by clients enrolled in substance abuse treatment and/or recovery support services.
Transportation: • Private Transportation • Public Transportation Support	3050 (private) 3051 (public)	To provide transportation of individuals for the purpose of accessing treatment and/or recovery services, job interviews, medical appointments, 12 step or other support groups, school, work, childcare providers, or any other activity that supports a clients recovery, i.e. it is not offered as a stand alone service.	Per round trip 1 Metro Smartcard	\$35.00 (flat rate) \$25.00	N/A N/A	Transportation services can only be provided to the client and only when receiving other substance abuse treatment and/or recovery support services. Mileage log must be submitted for reimbursement weekly. Flat rate of \$25.00 Metro Smartcard per client. Provider will be reimbursed the unit rate for the Metro Smartcard plus and administrative fee of \$5.00. Receipt for purchase must be submitted for reimbursement.
Environmental Stability	4050 (individual) 4051 (women w/dependent children)	To provide a structured and stable recovery support system that includes recovery housing for up to six months, intensive case management and care coordination services, the development of a comprehensive individual and family	1 per week 1 per week.	\$212.50 \$250.00	N/A	Individuals receiving this benefit must participate in one or more of the following services on a weekly basis:

Human Care Agreement (HCA) Solicitation

RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
		recovery plan with clear goals and objectives, and job skills, life skills, and employment readiness training.				<ul style="list-style-type: none"> • 5040 • 5041 • 6030 • 6031

Clinical Services	Billing Code	Clinical Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per Client Authorizations may be required from APRA
The Matrix Model IOP for Methamphetamine Treatment: <ul style="list-style-type: none"> • Cognitive Behavioral Therapy (CBT) • Contingency Management • Motivational Interviewing (MI) 	2130 2131 (IOP)	This is an all inclusive treatment service.	1 day	\$81.00 Hospital based \$74.25 Non-Hospital based	N/A	At least 3 hours per day and 3 days per week. Requires reauthorization >90 days.
Recovery Social Activities for Methamphetamine Treatment: <ul style="list-style-type: none"> • Community Reinforcement Approach (CRA) 	7030	To provide recovery social activities for recovering methamphetamine users in the Lesbian, Gay Bi-sexual, Transgender, and Questioning (LGBTQ) Communities.	1 event	\$25.00	N/A	Based on one person per event.
Screening	8010	To determine eligibility for admission to a substance abuse treatment program.	1 hour	\$25.00	N/A	Limit 1 per admission.
Assessment (Addiction Severity Index (ASI))	8020	To determine level of care and severity of addiction for admission to a substance abuse treatment program.	1 hour	\$100.00	N/A	Limit 1 per admission.
Residential Detoxification	8030	To provide sub-acute detoxification services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$270.00	N/A	Limit 7 days. All-inclusive rate. Only 8070 may be billed on service delivery date.
Residential Treatment Services	8040	To provide residential substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$205.00	N/A	Limit 30 days. All-inclusive rate. Only 8070 may be billed on service delivery date. Requires

Human Care Agreement (HCA) Solicitation

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						reauthorization >30 days.
Intensive Outpatient Treatment Services	8050	To provide intensive outpatient substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$75.00	N/A	Minimum 3 hours per day, 3 days per week. All-inclusive rate. Only 8070 may be billed on service delivery date. Requires reauthorization >90 days.
Treatment Planning	8060	To develop a comprehensive individual treatment plan for individuals receiving services for substance use disorder. Treatment plans should define clear goals and objectives, and be evaluated every 30 days to monitor progress.	1 hour	\$75.00	N/A	Limit 1 every 30 days.
Case Management	8070	To provide care coordination for primary and behavioral health services, enrollment in human services programs (TANF, disability, etc.), and any other need for services required by individuals receiving substance abuse treatment services.	30 minutes	\$40.00	N/A	Services should support implementation of client's comprehensive individual treatment plan.
Individual Counseling (Level I Outpatient)	8080	To provide face-to-face therapeutic interaction with the client for the purpose of supporting the clients recovery	30 minutes	\$45.00	N/A	Limit 4 per week. Requires reauthorization >90 days.
Group Counseling (Level I Outpatient)	8090	To provide face-to-face therapeutic interaction with a maximum of 15 clients for the purpose of supporting the clients recovery	1 hour	N/A	\$20.00	This rate is per person in a group session. Limit 4 per week. Requires reauthorization >90 days.
Family Counseling (Level I Outpatient, Level II Intensive Outpatient)	9000	To provide planned, goal-oriented therapeutic interaction with the client and/or one or more members of the client's family to address and resolve the family system's dynamics as it relates to the client's substance abuse problem in accordance with the client's rehabilitation plan.	1 hour	\$100.00	N/A	Limit 2 per week. Requires reauthorization >90 days. Session may occur in an office or community based setting.

OPTION YEAR TWO (2)

Print Company Name

Print Name of Person Authorized to Sign

Signature of Person Authorized to Sign

Date

B.5.4 Pricing Schedule – Option Year Three (3)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Recovery Support Evaluation	2010	To evaluate and document a client's individual recovery support service needs, develop a comprehensive individual recovery support plan, and monitor client progress on achievement of goals and objectives of the individual recovery plan.	Flat rate	\$35.00 per evaluation	N/A	Limit 1 evaluation every 30 days.
Care Coordination	3040	To assist individuals with substance abuse problems on how to access the network of services and other community resources available to sustain recovery.	15 min.	\$20.00	N/A	Limit 4 minutes per week.
Spiritual Support Group	5050	To provide recovery support which incorporates faith and specific religious beliefs in the recovery process, based on universal spiritual practices and principles that are not based on specific religious beliefs.	1 hour	N/A	\$25.00	This rate is per person in a group session. Limit 5 sessions per week.
Recovery Mentoring/Coaching	5030	To assist the individual in obtaining the necessary skills to be a successful and productive member of the community.	1 hour	\$30.00	N/A	Limit 2 sessions per week.
Education Services	6030 (individual)	To provide individual instruction focusing on increasing, expanding, or stabilizing the educational skills of a client.	1 hour	\$30.00	\$25.00	Limit 2 sessions per week.
	6031 (group)	Small group	1 hour			Limit 3 sessions per week.
Life Skills: • Employment Skills, Coaching and Work Preparation • Daily Living Skills • Nutrition Support	5040 (individual)	To provide life skills development to equip clients with the skills needed to succeed in day-to-day life.	1 hour	\$45.00	\$25.00	Limit 5 sessions per week.
	5041 (group)	Small group	1 hour			Limit 3 sessions per week.
Parenting Services	3010 (individual)	To assist parents in child development and parenting information as well as encourage networking with other parents with similar circumstances.	1 hour	\$50.00	\$25.00	Limit 5 sessions per week.
	3011 (group)	Small group				Limit 3 sessions per week.
Family and Marital Services	2090 (individual)	To help individuals enhance personal and family skills for work and home, reduce	1 hour	\$75.00	\$25.00	Limit 5 sessions per week.

Human Care Agreement (HCA) Solicitation

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Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
	2091 (group)	marriage/family conflict. Small group				Limit 3 sessions per week.
HIV/AIDS Education	6020	To educate an individual on the risks, statistics, transmission, legal, and financial aspects of the disease.	1 hour	N/A	\$25.00	Limit 5 sessions per week.
Child Care	3020 (individual) 3021 (group)	To provide care and supervision, in a licensed day care facility, provided during part of a 24-hour day to a client's child (ren), less than 13 years of age, while the client is participating in clinical treatment and/or recovery support services.	1 hour	\$15.00 This is a fixed rate	\$30.00 (2 children) \$45.00 (3 or more children) This is a fixed rate	Must be licensed under Chapter 3, Title 29 of the District of Columbia Municipal Regulations. Limit 25 hours per week. Child care benefits may only be received by clients enrolled in substance abuse treatment and/or recovery support services.
Transportation: • Private Transportation • Public Transportation Support	3050 (private) 3051 (public)	To provide transportation of individuals for the purpose of accessing treatment and/or recovery services, job interviews, medical appointments, 12 step or other support groups, school, work, childcare providers, or any other activity that supports a clients recovery, i.e. it is not offered as a stand alone service.	Per round trip 1 Metro Smartcard	\$35.00 (flat rate) \$25.00	N/A N/A	Transportation services can only be provided to the client and only when receiving other substance abuse treatment and/or recovery support services. Mileage log must be submitted for reimbursement weekly. Flat rate of \$25.00 Metro Smartcard per client. Provider will be reimbursed the unit rate for the Metro Smartcard plus and administrative fee of \$5.00. Receipt for purchase must be submitted for reimbursement.
Environmental Stability	4050 (individual) 4051 (women w/dependent)	To provide a structured and stable recovery support system that includes recovery housing for up to six months, intensive case management and care coordination services, the development of a comprehensive	1 per week 1 per week.	\$212.50 \$250.00	N/A	Individuals receiving this benefit <u>must</u> participate in one or more of the following services on a weekly

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Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
	children)	individual and family recovery plan with clear goals and objectives, and job skills, life skills, and employment readiness training.				basis: • 5040 • 5041 • 6030 • 6031

Clinical Services	Billing Code	Clinical Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per Client Authorizations may be required from APRA
The Matrix Model IOP for Methamphetamine Treatment: <ul style="list-style-type: none"> Cognitive Behavioral Therapy (CBT) Contingency Management Motivational Interviewing (MI) 	2130 2131 (IOP)	This is an all inclusive treatment service.	1 day	\$81.00 Hospital based \$74.25 Non-Hospital based	N/A	At least 3 hours per day and 3 days per week. Requires reauthorization >90 days.
Recovery Social Activities for Methamphetamine Treatment: <ul style="list-style-type: none"> Community Reinforcement Approach (CRA) 	7030	To provide recovery social activities for recovering methamphetamine users in the Lesbian, Gay Bi-sexual, Transgender, and Questioning (LGBTQ) Communities.	1 event	\$25.00	N/A	Based on one person per event.
Screening	8010	To determine eligibility for admission to a substance abuse treatment program.	1 hour	\$25.00	N/A	Limit 1 per admission.
Assessment (Addiction Severity Index (ASI))	8020	To determine level of care and severity of addiction for admission to a substance abuse treatment program.	1 hour	\$100.00	N/A	Limit 1 per admission.
Residential Detoxification	8030	To provide sub-acute detoxification services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$270.00	N/A	Limit 7 days. All-inclusive rate. Only 8070 may be billed on service delivery date.
Residential Treatment Services	8040	To provide residential substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$205.00	N/A	Limit 30 days. All-inclusive rate. Only 8070 may be billed on service delivery date.

Human Care Agreement (HCA) Solicitation
RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY
SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

						Requires reauthorization >30 days.
Intensive Outpatient Treatment Services	8050	To provide intensive outpatient substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$75.00	N/A	Minimum 3 hours per day, 3 days per week. All-inclusive rate. Only 8070 may be billed on service delivery date. Requires reauthorization >90 days.
Treatment Planning	8060	To develop a comprehensive individual treatment plan for individuals receiving services for substance use disorder. Treatment plans should define clear goals and objectives, and be evaluated every 30 days to monitor progress.	1 hour	\$75.00	N/A	Limit 1 every 30 days.
Case Management	8070	To provide care coordination for primary and behavioral health services, enrollment in human services programs (TANF, disability, etc.), and any other need for services required by individuals receiving substance abuse treatment services.	30 minutes	\$40.00	N/A	Services should support implementation of client's comprehensive individual treatment plan.
Individual Counseling (Level I Outpatient)	8080	To provide face-to-face therapeutic interaction with the client for the purpose of supporting the clients recovery	30 minutes	\$45.00	N/A	Limit 4 per week. Requires reauthorization >90 days.
Group Counseling (Level I Outpatient)	8090	To provide face-to-face therapeutic interaction with a maximum of 15 clients for the purpose of supporting the clients recovery	1 hour	N/A	\$20.00	This rate is per person in a group session. Limit 4 per week. Requires reauthorization >90 days.
Family Counseling (Level I Outpatient, Level II Intensive Outpatient)	9000	To provide planned, goal-oriented therapeutic interaction with the client and/or one or more members of the client's family to address and resolve the family system's dynamics as it relates to the client's substance abuse problem in accordance with the client's rehabilitation plan.	1 hour	\$100.00	N/A	Limit 2 per week. Requires reauthorization >90 days. Session may occur in an office or community based setting.

OPTION YEAR THREE (3)

 Print Company Name

 Print Name of Person Authorized to Sign

 Signature of Person Authorized to Sign

 Date

B.5.5 Pricing Schedule – Option Year Four (4)

Recovery Support Service (RSS) Type	Billing Code	RSS Type Description	One Billable Service Unit Equals	Individual Rate per Service Unit	Group Rate per Service Unit	Required Exceptions and Limitations - per RSS, per Client Authorizations may be required from APRA
Recovery Support Evaluation	2010	To evaluate and document a client's individual recovery support service needs, develop a comprehensive individual recovery support plan, and monitor client progress on achievement of goals and objectives of the individual recovery plan.	Flat rate	\$35.00 per evaluation	N/A	Limit 1 evaluation every 30 days.
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Recovery Mentoring/Coaching	5030	To assist the individual in obtaining the necessary skills to be a successful and productive member of the community.	1 hour	\$30.00	N/A	Limit 2 sessions per week.
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						Requires reauthorization >30 days.
Intensive Outpatient Treatment Services	8050	To provide intensive outpatient substance abuse treatment services for individuals that meet ASAM PPC-2R criteria for this level of care.	1 day	\$75.00	N/A	Minimum 3 hours per day, 3 days per week. All-inclusive rate. Only 8070 may be billed on service delivery date. Requires reauthorization >90 days.
Treatment Planning	8060	To develop a comprehensive individual treatment plan for individuals receiving services for substance use disorder. Treatment plans should define clear goals and objectives, and be evaluated every 30 days to monitor progress.	1 hour	\$75.00	N/A	Limit 1 every 30 days.
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Individual Counseling (Level I Outpatient)	8080	To provide face-to-face therapeutic interaction with the client for the purpose of supporting the clients recovery	30 minutes	\$45.00	N/A	Limit 4 per week. Requires reauthorization >90 days.
Group Counseling (Level I Outpatient)	8090	To provide face-to-face therapeutic interaction with a maximum of 15 clients for the purpose of supporting the clients recovery	1 hour	N/A	\$20.00	This rate is per person in a group session. Limit 4 per week. Requires reauthorization >90 days.
Family Counseling (Level I Outpatient, Level II Intensive Outpatient)	9000	To provide planned, goal-oriented therapeutic interaction with the client and/or one or more members of the client's family to address and resolve the family system's dynamics as it relates to the client's substance abuse problem in accordance with the client's rehabilitation plan.	1 hour	\$100.00	N/A	Limit 2 per week. Requires reauthorization >90 days. Session may occur in an office or community based setting.

OPTION YEAR FOUR (4)

Print Company Name

Print Name of Person Authorized to Sign

Signature of Person Authorized to Sign

Date

SECTION C

DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

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SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

C.1 GENERAL REQUIREMENTS

The Providers shall provide Recovery Support Services in accordance with the Chapter 23, of Title 29 of the District of Columbia Code of Municipal Regulations to all Clients that are in eligible for care under the Drug Treatment Choice Program (DTCP) that have been referred by the District's Automated Treatment Accounting (DATA) System to Providers and ordered by DBH by means of Purchase Orders issued under this Human Care Agreement. The services

Pursuant to § 49 of D.C. Law -146; D.C. Official Code § 7-3001 *et seq.*, the Addiction Prevention and Recovery Administration ("APRA") is the agency responsible for administering the Access to Recovery Program (ATR) in the District of Columbia. Therefore, APRA is authorized to take all necessary steps for the proper and efficient administration of the ATR Program including the oversight of DBH Office of Accountability (OA) certified Recovery Support Service Providers.

C.2 DEFINITIONS

- C.2.1 District's Automated Treatment Accounting (DATA) system** - It is the Electronic Health Record for Recovery Support and Care Coordination Services; Recovery Mentoring and Coaching Support Services; Educational and Life Skills Support Services and Transportation Services. DATA shall be the system used to facilitate referrals from DBH to provider as well as between providers.
- C.2.2 CMS** - Center for Medicare and Medicaid Services formerly the Health Care Financing Administration (HCFA)
- C.2.3 Clients** – Adults and youth who seek or receive Substance Abuse Treatment; Recovery Support Services under the DTCP or support funded or regulated by DBH
- C.2.4 Counseling** - Individual, group, or family face-to-face services for symptom and behavior management, development, restoration, or enhancement of adaptive behaviors and skills, and enhancement or maintenance of daily living skills. DBH supports and Case Management Services provided to Consumer's families are reimbursable only when such services and supports are directed exclusively to the well-being and benefit of the Consumer.
- C.2.5 Detoxification** - Program designed to achieve systematic reduction in the degree of physical dependence on alcohol or drugs.
- C.2.6 Evidence Based Practice** - Framework for programmatic activity which has been empirically demonstrated to produce desired client outcomes when practiced to fidelity. For the purpose of this agreement, a practice shall be considered evidence-based if it appears on the National Registry of Evidence-based Programs and Practices (NREPP) produced by the Substance Abuse and Mental Health Services Administration (SAMHSA). To be selected by the Provider signing this agreement, an evidence-based practice must be validated for use with a population which aligns

with those seeking treatment with the Providers (e.g. client age, level of care, treatment setting).

- C.2.7 Human Care Agreement** - Written agreement entered into by the DBH -certified Substance Abuse Treatment Service Provider and DBH which describes how the parties shall work together.
- C.2.8 Individual Treatment Plan (ITP)** - Written document developed by the appropriate service provider staff with the participation of the client with Substance Abuse and if applicable, the client's guardian, which specifies the client's diagnosis, problems, and service needs to be addressed, the intermediate objectives and long-term goals for the services and the planned interventions for achieving these goals
- C.2.9 National Registry of Evidence-based Programs and Practices (NREPP)** - Searchable online registry of mental health and substance abuse interventions that have been reviewed and rated by independent reviewers. The purpose of this registry is to assist the public in identifying scientifically based approaches to preventing and treating mental and/or substance use disorders that can be readily disseminated to the field.
- C.2.10 Provider** - Individual or organization licensed and/or certified by DBH to provide Substance Use Disorder services and support. Provider is also used in this Agreement to refer to the entity to which a Human Care Agreement has been awarded.
- C.2.11 Social Security Act** - 49 Stat. 620 (1935); 42 U.S.C. § 301, *et seq.*, as amended
- C.2.12 Subcontractor Agreement** - Agreement in a Sub Contractor form approved by the DBH to be utilized between a DBH Provider and a Subcontractor that describes how they shall work together to benefit Clients.
- C.2.13 Sub provider** - Entity certified by the Department to provide one or more Core Service(s) through an Affiliation Agreement with a Core Element.
- C.2.14 Substance Abuse and Mental Health Services Administration (SAMHSA)** –Federal agency responsible for decreasing the impact of substance abuse and mental disorders
- C.2.15 Substance Abuse/Substance Use Disorder** - Disorder in which the use of one or more substances leads to a clinically significant impairment or distress (These terms are used interchangeably)
- C.2.16 Title XIX** - Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a *et seq.*) as amended from time to time. Title XIX contains the federal requirements for the Medicaid program.

C.3 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	D.C. Law 13-146; D.C. Official Code §7-3001 <i>et seq.</i>	The Choice in Drug Treatment Act of 2000, effective July 18, 2000	2000
2	DCMR, Title 29, Chapter 23	Certification Standards For Substance Abuse Treatment Facilities And Programs	2014
3	DCMR, Title 29, Chapter 24	Substance Abuse Provider Certification Infractions	2005
4	DBH Policy #: 716.3	Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth	2013
5	DBH Policy #: 716.4	Criminal Background and Traffic Record Check Program	2013
6	Title VI, 42 U.S.C. § 2000d <i>et seq.</i>	Civil Rights Act of 1964	1964
7	29 U.S.C. §794	Rehabilitation Act of 1973, Section 504	1973
8	42 CFR, Part 2	Confidentiality of Alcohol and Drug Abuse Patient Records	1990
9	42 U.S.C. §§ 12101 <i>et seq.</i>	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001
10	20 U.S.C. §§ 1400 <i>et seq.</i>	Individuals with Disabilities Education Act (IDEA), as amended	2001
11	29 U.S.C. §§ 791 <i>et seq.</i>	Rehabilitation Act of 1973, Section 504, as amended	2001
12	31 U.S.C § 3729-3733 <i>et seq.</i>	False Claims Act, as amended	2001
13	42 U.S.C. §§ 1320d <i>et seq.</i> and 45 C.F.R. parts 160-164.	Administrative Simplification provisions of the Health Insurance Portability and Accountability Act (HIPAA), as amended, and its implementing regulations	2001
15	D.C. Official Code §§ 2-301.01 <i>et seq.</i>	The Procurement Practices Act of 1985, as amended	2001
16	D.C. Official Code §§ 2-303.06a <i>et seq.</i> , and 27 DCMR §§ 1905 <i>et seq.</i>	The Human Care Contract Amendment Act of 2000, as amended, and its implementing regulations	2001
17	D.C. Official Code §§ 2-1402.11 <i>et seq.</i>	District of Columbia Human Rights Act of 1977, as amended	2001

C.3.2 Access to Online Documents

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

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

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

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

C.4 **PROVIDER REQUIREMENTS**

C.4.1 Provider Eligibility – Providers determined eligible to provide RSS defined services by the DBH Office of Accountability under a RSS Certification and who successfully receive an HCA Award resulting from the HCA Solicitation process shall provide services for the Award term stated herein and any future term exercised by the DBH. (Please refer to Section F.2 – Option to Extend the Term of the Agreement)

C.4.2 The Provider shall provide Recovery Support Services (RSS) to support a Client’s Substance Abuse Treatment services to all Clients that are in the Drug Treatment Choice Program that have been referred by the District’s Automated Treatment Accounting (DATA) system. The Provider shall maintain compliance with the Recovery Support Services Certification and the HCA Terms and Conditions during the Performance of the Contract.

C.4.3 The Provider must be equipped to provide, at a minimum, Services pursuant to the following Core Elements adhering to the service target group size and Limitations specified:

a) **Recovery Support Evaluation**

LIMITATIONS: 2 units (1 unit – intake and 1 unit - 6 months follow- up only)

Description: Evaluate and document a client’s individual recovery support service needs, develop a comprehensive individual recovery support plan, monitor client progress on achievement of goals and objectives and provide a client 6 months program participation follow up using the Government Performance Results Act (GPRA) Tool.

b) **Care Coordination Services**

LIMITATIONS: 4 units/week

Description: Assist clients with substance abuse problems on how to access the District of Columbia service network and other community resources available to sustain recovery.

c) **Recovery Mentoring & Coaching**

LIMITATIONS: 2 units/week

Description: Assist the client in assessing their current situation, defining goals, targeting areas of strengthen or improvement, creating an effective life-action plan, understanding triggers and overcoming barriers that may inhibit the recovery process, and assist in obtaining the necessary skills to be a successful and productive member of society alcohol and drug free.

d) Life Skills Support Services (Group)

LIMITATIONS 2 units/week

Description: To help the client (re-entry) develop appropriate psychosocial skills needed to succeed in day-to-day life without the use of alcohol and drugs.

e) Spiritual Support Services (Group)

LIMITATIONS: 2 units/weeks

Description: Provide spiritual support, which incorporates faith and religion in the recovery process, based on universal spiritual practices and principles that are not based on specific religious beliefs.

f) Education Support Services (Individual)

LIMITATIONS: 1 unit/week

Description: Provide individualized instruction focusing on increasing and expanding a client's knowledge base in substance abuse relapse prevention strategies, employment preparation, reading and writing with comprehension, and working on other social skills to promote healthy living.

g) Education Support Services (Group)

LIMITATIONS: 2 unit/week

Description: Provide group instruction focusing on expanding a client's knowledge base in specific topic areas (life skills, relapse prevention, GED and employment preparation, money management, health related topics, and family reunification) for drug and substance free living during their recovery process.

h) Parenting Skills Services (Individual)

LIMITATIONS: 1 unit/month (Provider license staff only to Facilitate)

Description: To help parents in recovery build healthy relationship patterns with their children, develop new skills to cope with stress, learn how to have fun as a family, build a strong sense of family community, learn how to accept and validate feelings, rebuild trust, and overcome guilt and stigma associated with being a parent in recovery.

i) Parenting Skills Services (Group)

LIMITATIONS: 1 unit/month

Description: To assist parents in recovery receive child development and parenting skills information and encourage networking with other parents with similar circumstances to foster a happy and safe family environment.

j) Family and Marital Services (Individual)

LIMITATIONS: 1 unit/month (Provider license staff only to Facilitate)

Description: To help a person in recovery understand their personal family life, reduce marital stress, and family conflict (s) that maybe related to their recovery of a substance use disorder.

k) Family and Marital Services (Group)

LIMITATIONS: 1 unit/month

Description: To help parents, children or guardians in recovery develop personal and family life skills for home, marriage, and develop family conflict resolution skills that maybe related to past alcohol and drug use.

l) Recovery Social Activities (Individual/Group)

LIMITATIONS: 1 unit/month

Description: To provide drug free social activities for persons in recovery.

m) Transportation (public only)

LIMITATIONS: 1 unit/week

Description: Provide transportation support (metro bus or metro smart trip card) to a client for the purpose of assessing treatment or recovery support services, job interviews, medical appointments, and other recovery support groups or any other activity that supports a client's recovery.

The following Services (List Items n - o) can only be provided on a pre-approved basis and require authorization via the DATA system.

n) Environmental Stability (Individual male/female)

LIMITATIONS: 1 unit/week

(Maximum monthly \$850.00 All Inclusive – Refer to Section B – Price Schedules)

Description: Provide limited housing (up to 6 months) to a client (male or female) who is presently drug and substance free and participating in part time or full time employment. Provide individual and group recovery support services, including money management, care coordination services, conflict resolution, family unification strategies, and relapse prevention strategies.

o) Environmental Stability (women with dependent child(ren) maximum 2)

LIMITATIONS: 1 unit/week - Refer to Section B Price Schedule (\$1,000.00 monthly inclusive)

Description: Provide limited housing (up to 6 months) to a woman and child (up to 2 children under age 10 yrs.) who are presently drug and substance free and participating in part time or full time employment. Provide individual and group recovery support services, including money management, care coordination services, parenting skills, family and marital services, and stress management support.

C.4.4 Case Management

Assistance provided to address the specific needs of each individual Client that covers all major areas of concern identified in the Assessment and Treatment Plan along with connecting the Client to appropriate services outside of the Provider's scope (i.e. Primary Care, Medication Assisted Treatment).

C.4.5 Crisis Intervention

Is an immediate, short-term Substance Abuse Treatment approach that is intended to assist a Client to resolve a personal crisis. Crises are events that significantly jeopardize treatment, recovery progress, health and/or safety.

C.4.6 Medication Management (Adult and Youth)

The coordination, education, administration, dispensing and evaluation of medications consumed by beneficiaries. It includes but not limited to monitoring of potential side effects, drug interactions, compliance with doses, and efficacy of medications. Medication Management includes the evaluation of a Patient's need for MAT, the provision of prescriptions and ongoing medical monitoring/evaluation related to the use of the psychoactive drugs.

C.5 ADDITIONAL PROVIDER RESPONSIBILITIES

C.5.1 The Provider shall ensure client health, safety and welfare by complying with the following criteria:

- a) Maintain compliance with the DBH issued certification to provide Recovery Support Services for the Performance of Human Care Agreement Services
- b) Maintain an organized system of record keeping and ensuring confidentiality of client information that are consistent with Title 29, Chapter 23 of the DCMR, 42 CFR and HIPAA requirements;
- c) Retain qualified practitioners who are eligible to provide Substance Abuse Treatment services in accordance with Title 29, Chapter 23;
- d) Provide evidence of Clinical Care based on a Comprehensive Needs Assessment, an identified problem list and a Master Treatment or Rehabilitation Plan with periodic updates and regular progress notes in the Client's record;
- e) Conduct Federal Bureau of Investigation (FBI) Criminal Background Checks to ensure that staffs have not been convicted of fraud, financial misconduct, physical or sexual abuse, child abuse/neglect, a felony involving crimes against a person or improper clinical practices. The Criminal Background Check documentation submitted must include a final disposition for any charge made against a staff member or prospective staff member;
- f) Allow authorized representatives of DBH to enter and inspect announced or unannounced, any facility during reasonable hours or review any records necessary to determine compliance with these requirements; and
- g) Not have violations that compromise the health, safety and well-being of clients and staff pursuant to 29 DCMR §2329.

- C.5.2** The Provider shall not initiate any substantial change in the Scope of the Services.
- C.5.3** If the Provider is authorized to conduct Intake Screening and Assessment, it shall use standardized Intake Screening and Assessment forms, along with standardized procedures consistent with the most current version of the ASAM Criteria, approved by the Department of Behavioral Health, for intake screening, assessment and client placement.
- C.5.4** The Provider agrees that DBH shall determine a person's clinical eligibility for participation in the DTCP after intake screening and assessment.
- C.5.5** The entity providing the initial assessment shall determine a person's financial eligibility for participation in the DTCP after financial assessment. Any person seeking Substance Abuse Treatment shall participate in an eligibility determination process and shall meet specific eligibility requirements, as established by DBH, before qualifying to participate in the DTCP.
- C.5.6** The Provider shall not provide services or treatment under this HCA unless the Provider is in receipt of a pre-authorization and referral in the DATA system from DBH.
- C.5.7** The Provider shall enter every client's medical encounters in the DATA system within twenty four (24) hours of services rendered.
- C.5.8** The Provider shall collect from the client the out of pocket payment in accordance to the DBH approved sliding scale fee for any services or treatment rendered.
- C.5.9** The COTR retains the right to ask for additional data in the format prescribed by DBH to include, but not limited to, utilization of service data. Therefore, the Provider shall submit this information to the COTR upon request.
- C.5.10 Criminal Justice** - The Provider shall maintain a record of any Client's involvement with the Criminal Justice System (CJS) during their treatment with that Provider. The number of Clients who were involved in the CJS during treatment divided by the total number of Clients in the program is the rate of CJS involvement for that program's Client population. In addition, the Provider shall provide information regarding Clients' treatment to the District of Columbia Pretrial Services Agency along with the Court Services and Offender Supervision Agency for the District of Columbia when appropriate and provided the Client has signed all necessary waivers of confidentiality protections.
- C.5.11 Information Technology** - This HCA covers the duties and responsibilities of the Provider in accessing and using the District Automated Treatment and Accounting (DATA) system. The Provider shall have computer hardware, software, and network capability compatible with DATA. The Provider shall access and utilize the DATA system to process and manage DBH contracted clients only. The Provider's technology system shall be used to transmit required data and information to DBH. DBH shall use the data to determine appropriateness of admissions, measure outcomes and determine compliance with other requirements set forth by DBH. The Provider shall maintain a quality record system, compatible to DBH's data requirements. Providers seeking

certification to provide contracted services to DBH clients are required to utilize the DATA system to manage the DBH contracted clients throughout the duration of services and care. Individuals who enter information into the DATA system on behalf of the Provider shall be trained on the DATA system through a training course approved or administered by DBH.

- C.5.12** The Provider related activities that involve Human subjects shall comply with “Protection of Human Subjects,” 45 CFR, Part 46, and “Confidentiality of Alcohol and Drug Abuse Client Records,” 42 CFR, Part 2 and HIPAA.
- C.5.13** Pursuant to 29 DCMR § 2327.3, the Provider shall develop, implement and maintain a written Staff Training Development Plan. This plan must be submitted to the Contracting Officer Technical Representative (COTR) No Later Than ninety (90) days after the Effective Date of this HCA. The Provider must provide documentation to the COTR No Later Than One Year following the Effective Date of this HCA outlining its adherence to the Staff Training Development Plan.
- C.5.14** The Provider shall not discriminate against any client based on the client’s participation in a medication-assisted therapy program.
- C.5.16** A Provider designated and providing Recovery Support Services (RSS) intake location shall, upon entry into the program, assess each Client for RSS using a standardized assessment form approved by DBH. A Provider that is not designated as a RSS intake location shall ensure that each Client, upon entry into the program, is appropriately referred to an intake location for RSS assessment.
- C.5.17** Pursuant to 29 DCMR § 2344.1(b), the Provider shall ensure that Case Management staff coordinate services to address all additional needs identified in the initial or ongoing assessment. This shall include treatment on site, if the Provider is a Mental Health provider, or coordination of treatment off site.
- C.5.18** Pursuant to 29 DCMR § 2329, the Provider shall develop a written grievance procedure, approved by DBH, that permits Clients to report any violation of their rights. The Provider shall submit the grievance procedure to the COTR No Later Than Ninety (90) days following the Effective Date of this HCA.
- C.5.19** The Provider shall provide all of the Core Elements in a culturally-competent and gender-competent setting and manner.
- C.5.20** The Provider shall have access to alternative language services that enable prospective Clients who are not fluent in speaking and understanding English. Language Access Services may include non-English languages as well as American Sign Language interpreter services for hearing impaired clients.
- C.5.21 Clinical Care Coordination (CCC)** – The Provider shall ensure every Client receives CCC, the initial and ongoing process of identifying, planning, coordinating, implementing, monitoring, and evaluating options and services to best meet a Client’s health needs during treatment. CCC focuses on linking clients across the levels of care

indicated in the treatment plan, and is intended to facilitate specified outcomes that shall restore a beneficiary's functional status in the community. CCC includes the identification of interventions that are consistent with the diagnosis, and monitoring compliance with appointments and participation in activities defined in the treatment plan. CCC may only be provided by the following Licensed Health Professionals: Physicians, Psychologists, LICSWs, APRNs, RNs, LISWs, LPCs or LMFTs.

C.5.21 All Recovery Support Service (RSS) Providers must anticipate a Modification to this Human Care Agreement based on a new Certification Chapter for Substance Abuse Treatment Services Providers (Chapter 63) which shall have an Effective Date on or after October 1, 2014. All RSS Providers shall have the opportunity to comment on the new Certification Chapter, however all RSS Providers shall be required to fully comply with the new Certification Chapter upon its publication in the D.C. Register in order to maintain certification to provide these services.

C.6 REQUIRED DOCUMENTATION FOR VENDOR CERTIFICATION

- a) The Provider is required to submit the following to DBH/APRA pursuant to the instructions in the "Drug Treatment Choice Program: Provider Manual":
 - i. A copy of the Chapter 23 Certification of Award issued by DBH/Office of Accountability (OA);
 - ii. Provide proof of Certification to utilize Medicaid billing certified by a National Providers Identifier (NPI) number.
 - iii. Current copies of licenses and certifications such as a Certificate of Need, Business License, applicable professional licenses and certifications;
 - iv. Documentation of the Provider's financial resources and sources of future revenues adequate to support operations; and
 - v. Documentation to support the Provider's ability to ensure client health, safety, and welfare;

C.7 SUB-PROVIDER AGREEMENTS

C.7.1 If the Provider elects to supply service(s) under this HCA through another entity (a Sub-Provider), the following conditions apply:

- a) The certified Provider must be the Primary Provider for at least 65% of the services;
- b) The Sub-Provider must be certified under Chapter 23;
- c) Prior written Notice of Intent to use a Sub-Provider must be provided to the DBH. A written description of the Sub-Contracted Services, including a copy of the Contract with the Sub-Provider, shall be provided to DBH in order to obtain approval prior to any services being rendered to Clients.

- d) The Provider shall be legally responsible for all activities of the Sub-Provider while the Sub-Provider is providing services to the Provider's Client(s) and the Provider shall require the Sub-Provider to conform to the provisions of this Agreement.
- e) The District shall not be liable for payments to the Sub-Provider. Each Contract between the Provider and any Sub-Provider shall contain a provision declaring that the Provider is solely responsible to the Sub-Provider for payment of covered services rendered on behalf of the Provider

C.7.2 The Provider shall maintain and at the discretion of the DBH furnish:

- a) Information relating to the ownership of the Sub-Provider entity and the entity's ability to carry out the proposed obligations;
- b) Certification that the Sub-Provider entities comply with all applicable provisions of District law and regulations pertaining to Chapter 23, including confidentiality of information (See Section XII).
- c) Documents and certification that Sub-Provider entities comply with all federal and District laws and regulations applicable to the service or activity covered by the contract between the Provider and the Sub-Provider, for all services that are also covered by this agreement. The type of assurances required shall be determined by the Contracting Officer's Technical Representative (COTR) based on the services covered in the contract between the Provider and the Sub-Provider.
- d) Procedures to be followed by the Provider in monitoring or coordinating the Sub-Provider entity's activities and such other provisions as the Department or the federal government may require.

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

SECTION D

PACKAGING AND MARKING

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Not Applicable to this Human Care Agreement

SECTION E

INSPECTION AND ACCEPTANCE

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PART 1 - THE SCHEDULE

SECTION E

INSPECTION AND ACCEPTANCE

E.1 References SCP Clause 6/Inspection of Services

[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 In addition to the provisions outlined in Clause 8 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, March 2007, Attachment J.1 to this Agreement, if DBH determines that the Provider has failed to comply with any applicable federal or District law or regulation, specifically any law, regulation, or order that prohibits discrimination on the basis of race, age, sex, national origin, marital status, or physical or mental handicap, DBH may take any or all of the following actions:

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

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

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

E.2.2.1 a) Identification of the sanction to be applied;

E.2.2.2 b) The basis for DBH's determination that the sanction should be imposed;

E.2.2.3 c) The effective date of the sanction; and

E.2.2.4 d) The timeframe and procedure for Provider to appeal DBH's determination, if applicable.

E.2.3 DBH may terminate this Agreement with at least Ninety (90) Days written notice to Provider, if Provider fails to comply with the Terms and Conditions of this HCA and/or any applicable law or regulation of the District or the United States regarding Substance Abuse and Substance Abuse Recovery Support Treatment Services.

E.2.4 DBH may terminate this Agreement immediately if:

E.2.4.1 a) the United States Department of Health and Human Services withdraws FFP in whole or part for the cost of covered services; or

E.2.4.2 b) Appropriated funds are unavailable for the continuation of this HCA.

*** END OF SECTION E ***

SECTION F

DELIVERIES OR PERFORMANCE

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SECTION F: DELIVERIES OR PERFORMANCE

F.1 PERIOD OF PERFORMANCE/TERM OF AGREEMENT

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

F.2 OPTION TO EXTEND THE TERM OF THE AGREEMENT

F.2.1 The District may extend the term of this Agreement for a period of four (4) one year, option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Agreement, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is at the sole and absolute discretion of DBH based upon satisfactory performance in rendering services on this HCA and subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director/ACCO prior to expiration of the Agreement.

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

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

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

F.3 REPORTING AND DATA REQUIREMENTS/DELIVERABLES

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

F.3.1.1 a) Timely and accurate eligibility and benefits determination;

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

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

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

F.3.1.5 e) Contract management, tracking and administration.

F.3.2 The Provider shall report all unusual incidents in accordance with DBH laws and policies, including but not limited to DBH Policy 480.1.

- F.3.3** The Provider shall submit a written Staff Training Development Plan to the COTR no later than 90 days after the effective date of this Human Care Agreement.
- F.3.4** The Provider shall submit in writing to the COTR the evidence based practice utilized by the Provider within 90 days of the effective date of the first Purchase Order issued.
- F.3.5** The Provider shall submit to the COTR their Grievance Procedures no later than 90 days of the effective date of this Human Care Agreement
- F.3.6** The Provider shall provide DBH with all information reasonably necessary to permit DBH to:
- a) Monitor and evaluate Provider's compliance with the terms of this Agreement including, but not limited to conducting Medicaid compliance reviews, ensuring quality, effectiveness and efficiency of services and ensuring the accuracy of claims submitted for reimbursement under this Agreement;
 - b) Verify the costs of services, including all administrative, direct and indirect costs, are being properly computed;
 - c) Verify the sources and amount of all income received by Provider for services provided under this Agreement and service similar to those provided under this Agreement;
 - d) Investigate alleged misuse of funds provided under this Agreement; and
 - e) Permit DBH to perform its duties under applicable requirements.
- F.3.7** Provider shall not be required to provide proprietary information unless such information is required to be provided under applicable law.
- F.3.8** Except under circumstances provided herein, requested information shall be produced by the Provider during ordinary business hours and DBH shall provide reasonable notice of the time and date of the visit.
- F.3.9** DBH may obtain immediate access to information without prior notice including access to staff, individual Clients records and accounts, under any of the following circumstances:
- a) Such information is reasonably related to allegations of abuse or neglect of a member being investigated by DBH of any other relevant party;
 - b) To prevent imminent harm to Consumers;
 - c) When DBH reasonably believes that immediate access is essential to prevent removal or destruction of property or records required to be maintained under this Agreement; or

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

F.3.10 Upon request of DBH, Provider shall provide DBH with the most recent versions of the following documents:

- a) Articles of Incorporation and By-Laws of the Provider;
- b) Evidence of certification as required under applicable requirements; and
- c) Risk Management procedures.

F.3.11 Provider shall provide to DBH evidence of any change in its organizational structure, business or service address within ten (10) days of such change.

F.3.12 Consistent with the Contractual remedies provided for in this Agreement, reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information or report listed below, or does not allow access in accordance with the terms of this Agreement, except that reimbursement may only be suspended until such information is furnished or access to information is permitted:

- a) Timely and accurate billing information or any other information related to claims;
- b) Timely and accurate billing information or any other information related to claims;
- c) Any report required by this Agreement;
- d) Evidence of insurance coverage required by this Agreement;
- e) Claims shall be submitted in the specified electronic format; and
- f) Any reports required under the Certification Standards including, but not limited to audits required by DCMR Title 29, Chapter 23, Subsection 2315.13.

F.3.13 No reimbursement shall be withheld by DBH for failure to file a required report unless DBH has given Provider notice of DBH's intent to withhold reimbursement and a description of the overdue report. Written notice shall be given to Provider not less than ten (10) working days prior to the withholding of the reimbursement. Reimbursement shall only be suspended until such information is furnished or access is permitted unless there is some other basis for withholding reimbursement as provided for in this Agreement.

F.4 CONTRACTOR NOTICE REGARDING LATE PERFORMANCE

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

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

SECTION G

CONTRACT ADMINISTRATION DATA

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SECTION G: CONTRACT ADMINISTRATION DATA

G.1 CLAIMS SUBMISSION REQUIREMENTS

- G.1.1** All claims must be submitted electronically using the DATA system. Web Infrastructure Technology System (WITS) Version December 2013, Rev. 2. Claims must conform to a format that is currently specified, accepted, and supported by DBH consistent with the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act (HIPAA).
- G.1.2** When a specific service is rendered multiple times in a single day, the service must be billed using multiple units rather than as separate line items.
- G.1.3** The Authorization number produced by DATA must be submitted within the claim. The Authorization Plan number shall be used to evaluate the dates of service, procedure code, and rendering provider on the claim against what was submitted on the authorization plan.
- G.1.4** Reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information required in Sections G.1 through G.4 of this Agreement.
- G.1.5** Payment from DBH for any covered Recovery Support Services (RSS) and/or Adult Substance Abuse Rehabilitation Service (ASARS) constitutes payment in full. The Provider may not bill the Client for any difference between DBH's payment and Provider's charge for any covered ASARS and/or Recovery Support Services (RSS). The Provider may not charge the Client any co-payment, cost-sharing or similar charge. The Provider may not charge the Client any down payment whatsoever.
- G.1.6** The Provider may only bill the Client for services not covered by the Medicaid program, including any RSS and/or ASARS requiring prior authorization which has been denied by DBH, if the Client is aware of the Client's liability and still chooses to have the service(s) rendered. In such instances, the Provider must advise the Client in writing of the Client's liability prior to rendering the service(s). Said writing shall be maintained in the Client's record.
- G.1.7** The Provider shall use its best efforts to submit all claims to DBH within ninety (90) days of providing RSS and/or ASARS or within thirty (30) days after another payer has adjudicated a claim for the RSS and/or ASARS. Subject to applicable federal and District laws and regulations, any claim submitted after three hundred and sixty-five (365) days from the date RSS and/or ASARS were provided shall be rejected by DBH as a non-reimbursable service. If a claim is denied because the submission was unacceptable or untimely, the Client shall not be billed for the RSS and/or ASARS.
- G.1.8** The Provider understands and agrees that payments for RSS and/or ASARS provided pursuant to the Agreement are contingent upon the availability of public, non-federal matching funds and Medicaid FFP. If DBH, the DHCF, the District, the federal government, or any other funding source at any time disapproves of or ceases to continue

funding to DBH for payments due hereunder, the Agreement is terminated as of the date funding expires without notice or further obligation of DBH, except that, as soon as DBH is notified that funding shall cease, DBH shall immediately provide written notice to the Provider.

G.1.9 The Provider shall prepare and provide proper clinical documentation in accordance with applicable District and Federal laws and regulations for all Client records to justify RSS and/or ASARS for which a claim is submitted for reimbursement.

G.1.10 DBH shall not make reimbursement to the provider in excess of the total amount available on the Provider's Purchase Order, unless such reimbursement is required under applicable law.

G.1.11 Third Party Liability Recovery

G.1.11.1 The Provider shall utilize and require its Subcontractors to utilize, when available, covered medical and hospital services or payments from other public or private sources, including Medicare, prior to submitting a claim for Recovery Support Services (RSS) and/or Adult Substance abuse Rehabilitation Service (ASARS) to DBH.

G.1.11.2 The Provider shall insure that Medicaid coverage is maintained for all Medicaid-eligible Clients for whom any claim for RSS and/or ASARS is submitted to DBH.

G.1.11.3 The Provider shall attempt to recover and shall require its Subcontractors to attempt to recover monies from third party liability cases involving workers' compensation, accidental injury insurance and other subrogation of benefit settlements.

G.1.11.4 DBH shall notify the Provider of any reported third party payment sources.

G.1.11.5 The Provider shall verify third party payment sources directly, when appropriate.

G.1.11.6 Payment of District and Federal funds under the District State Medicaid Plan to the Provider shall be conditioned upon the utilization of all benefits available from such payment sources.

G.1.11.7 Each third party collection by the Provider for a Medicaid recipient shall be reported to DBH, and all recovered monies shall be returned to DBH immediately upon recovery.

G.2 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

For Contracts subject to the First Source Employment Agreement requirement, final request for payment must be accompanied by the report or a waiver of compliance. No

final payment shall be made to the Contractor until the DBH Chief Financial Officer has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

G.3 ASSIGNMENTS

G.3.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this Agreement, the Contractor may assign funds due or to become due as a result of the performance of this Contract to a bank, trust company, or other financing institution

G.3.2 Any assignment shall cover all unpaid amounts payable under this Contract, and shall not be made to more than one party.

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

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

G.4 THIS SECTION IS RESERVED FOR FUTURE USE

G.5 DIRECTOR, CONTRACTS AND PROCUREMENT/AGENCY CHIEF CONTRACTING OFFICER (DIRECTOR/ACCO)

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

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

G.6 AUTHORIZED CHANGES BY THE DIRECTOR/ACCO

- G.6.1 The Director/ACCO is the only person authorized to approve changes in any of the requirements of this Agreement.
- G.6.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this Agreement, unless issued in writing and signed by the Director/ACCO.
- G.6.3 In the event the Provider effects any change at the instruction or request of any person other than the Director/ACCO, the change shall be considered to have been made without authority and no adjustment shall be made in the Agreement price to cover any cost increase incurred as a result thereof.

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

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

Valerie E. Robinson, MS, LPC, LCPC
Chief of Recovery Support Services,
Project Director, DC CORE ATR III Program
Department of Behavioral Health
1300 First Street, NE Rm. 313
Washington, DC 20002
Office: 202-727-9032 / Fax: 202-727-0092
Email: Valerie.Robinson@dc.gov

- G.7.2 It is understood and agreed that the COTR shall not have authority to make any changes in the specifications/scope of work or terms and conditions of the Agreement.
- G.7.3 The Provider may be held fully responsible for any changes not authorized in advance, in writing, by the Director/ACCO, may be denied compensation or other relief for any additional work performed that is not so authorized, and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.8 THE QUICK PAYMENT CLAUSE

G.8.1 Interest Penalties to Contractors

- G.8.1.1 To the extent not inconsistent with the provisions of Section G.1, the District shall pay interest penalties on amounts due to the Provider under

the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.8.2 Payments to Sub-Contractors

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

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

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

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

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

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

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

SECTION H

SPECIAL CONTRACT REQUIREMENTS

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SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 LIQUIDATED DAMAGES

H.1.1 When the Contractor fails to perform the tasks required under this Human Care Agreement, DBH shall notify the Contractor in writing of the specific task deficiencies with a Notice to Cure notification with a cure period of not to exceed ten (10) Business Days. The assessment of Liquidated Damages as determined by the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall be in an amount of **\$100.00** per day per unavailable services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after the expiration of the cure period and until such time that the Contractor has cured its deficiencies and is able to satisfactorily perform the tasks required under this Contract for a maximum of thirty (30) Business Days.

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No. 13, dated June 19, 2013, issued by the U.S. Department of Labor in accordance with and incorporated herein as Attachment J.2 of this Agreement. The Contractor shall be bound by the wage rates for the term of the Contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option periods; the Contractor may be entitled to an equitable adjustment.

H.3 AUDITS, RECORDS, AND RECORD RETENTION

H.3.1 At any time or times before final payment and three (3) years thereafter, the Director/ACCO may have the Contractor's invoices or vouchers and statements of cost audited. For cost reimbursement Contracts, any payment may be reduced by amounts found by the Director/ACCO not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Provider by the District Government and an overpayment is found, the Provider shall reimburse the District for said overpayment within thirty (30) days after written notification.

H.3.2 The Provider shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles

and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the Agreement that results from this solicitation.

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

H.4 PUBLICITY

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

H.5 CONFLICT OF INTEREST

- H.5.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the Agreement or proposed Agreement.
- H.5.2** The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the Agreement.

H.6 HIPAA PRIVACY COMPLIANCE

Information concerning DBH Health Insurance Portability and Accountability Act of 1996 (“HIPAA”) is available at DBH link:

<http://dmh.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20%20-%20HIPAA%20Clause%20%28Updated%29.%20April%202014.pdf>.

The Contractor shall be held responsible in complying with the HIPAA Compliance Clause during the duration of the Contract.

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

During the performance of the Contract, the Contractor and any of its subContractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability.

See 42 U.S.C. §12101 et seq.

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

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

H.9 WAY TO WORK AMENDMENT ACT OF 2006

H.9.1 Except as described in H.9.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for Contracts for services in the amount of \$100,000 or more in a 12-month period.

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

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

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

H.9.5 The Contractor shall provide a copy of the Fact Sheet attached as J.5 to each employee and subContractor who performs services under the Contract. The Contractor shall also post the Notice attached as J.6 in a conspicuous place in its place of business. The

Contractor shall include in any subContract for \$15,000 or more a provision requiring the subContractor to post the Notice in a conspicuous place in its place of business.

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

Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

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

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

H.10 CONTRACTOR LICENSE/CLEARANCES

Contractor shall maintain documentation that all staff possesses adequate training, qualifications and competence to perform the duties to which they are assigned and hold current licenses or certification as appropriate.

H.11 COST OF OPERATION

Except as otherwise specified in this Agreement, Contractor shall be responsible for all costs of operation under this Contract, including but not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses.

H.12 COMPLIANCE WITH CLAIMS SUBMISSION AND SERVICE DOCUMENTATION LAWS AND REGULATIONS

During the performance of the Human Care Agreement, the Provider and any of its subproviders shall adhere to and cooperate with all mandates of the False Claims Act (see Section C.3, Applicable Documents) regarding documentation of services and claims submission.

H.13 MANDATORY SUBCONTRACTING REQUIREMENTS

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

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

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

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

SECTION I

CONTRACT CLAUSES

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SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.1), the District of Columbia Procurement Practices Act of 1985, as amended and Title 27 of the District of Columbia Municipal Regulations, as amended, are incorporated as part of the Contract(s) resulting from this solicitation.

I.2 AGREEMENTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 OTHER PROVIDERS

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

I.6 FIRST SOURCE EMPLOYMENT AGREEMENT

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

I.7 SUBCONTRACTS

I.7.1 Provider may subContract with independent practitioners who are qualified Substance Abuse/Recovery Support Providers for the provision of Core Services under the Agreement. A Core Services Agency may also enter into Affiliation Agreements with Substance Abuse Providers certified by DBH's Office of Accountability to provide one or more Core Services ("Subproviders") and/or Specialty Services ("Specialty Providers"). All Core Services Agency Contracts with Subproviders, SubContractors and

Specialty Providers shall be prepared using Department-approved Contract forms (the "Standard Forms").

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

I.8 CONTRACTS IN EXCESS OF \$1 MILLION

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

I.9 CONTINUITY OF SERVICES

- I.9.1** The Provider recognizes that the services provided under this Agreement are vital to the District of Columbia and must be continued without interruption and that, upon Agreement expiration or termination, a successor, either the District Government or another Provider, at the District's option, may continue to provide these services. To that end, the Provider agrees to:

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

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

I.10 INSURANCE

- I.10.1** The Provider shall obtain the minimum insurance coverage set forth below prior to award of the Agreement and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Contract period.
- I.10.2** Bodily Injury: The Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

- I.10.3** Property Damage: The Provider shall carry property damage insurance of a least (\$20,000) per occurrence.
- I.10.4** Workers' Compensation: The Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Agreement, and the Provider agrees to comply at all times with the provisions of the workers' compensation laws of the District.
- I.10.5** Employer's Liability: The Provider shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000) per employee.
- I.10.6** Automobile Liability: The Provider shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Agreement. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.
- I.10.7** Professional Liability: The Provider shall carry and maintain professional liability insurance coverage of at least \$1 Million Dollars.
- I.10.8** The Provider shall have or obtain and maintain throughout the term of this Agreement medical malpractice insurance of not less than one million dollars (\$1,000,000) for individual incidents and three million dollars (\$3,000,000) in annual aggregated to cover all incidents of malpractice alleged to have occurred during the term of the Agreement. The Provider shall purchase a "tail" for the policy when: (a) The Provider cancels or fails to renew the policy, or (b) this Agreement expires, whichever occurs first. Failure to maintain the malpractice insurance at any time during the term of this Agreement shall constitute default. A copy of all correspondence between the Provider and its malpractice insurer shall be sent to DBH.
- I.10.9** All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within ten (10) days of request by the District. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

I.11 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, an award cannot be made to any Contractor who has not satisfied the equal employment requirements as set forth by the Office of Human Rights and the Department of Small and Local Business Development.

I.12 CONTRACT MERGER CLAUSE

This Human Care Agreement, 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 Agreement.

I.13 NOTICE

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

I.13.1.1 On the delivery date if delivered by confirmed fax;

I.13.1.2 On the delivery date if delivered personally to the party to whom the notice is addressed;

I.13.1.3 One (1) business day after deposit with a commercial overnight carrier with written verification of receipt; or

I.13.1.4 Five (5) business days after the mailing date, whether or not actually received, if sent by United States mail, return receipt requested postage and charges prepaid or any other means of rapid mail delivery for which a receipt is available.

I.14 ORDER OF PRECEDENCE

I.14.1 A conflict in language or any inconsistencies in this Agreement shall be resolved by giving precedence to the document in the highest order of priority which contains language addressing the issue in question. The following sets forth in descending order of priority the documents comprising this Agreement that are incorporated by reference and are a part of the Agreement:

I.14.1.1 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74285 (TFH) (Dixon Settlement Agreement)

I.14.1.2 Wage Determination No.: 2005-2103, Revision 13, dated June 19, 2013

I.14.1.3 Standard Contract Provisions for the Use with District of Columbia Government Supply and Services Contracts, March 2007

I.14.1.4 Sections A through J of this Human Care Agreement Solicitation Number RM-15-HCA-RSS-000-XXX-BY4-CPS, Signed Amendments by Provider and Waiver of Subcontracting Requirements

I.14.1.5 Purchase Order (s) issued under this HCA

I.14.1.6 DBH Policies and Rules

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

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

Attachment Number	Document
J.1	Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP) http://ocp.dc.gov/publication/standard-contract-provisions-march-2007
J.2	Wage Determination No. 2005-2103 (Revision 13) June 19, 2013 http://www.wdol.gov/sca.aspx
J.3	Equal Employment Opportunity (EEO) Policy Statement http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/EEO%20Compliance%20Documents%200307.pdf
J.4	First Source Agreement http://does.ci.washington.dc.us/does/frames.asp?doc=/does/lib/does/frames/New_FIRST_SOURCE_EMPLOYMENT_PLAN_3_22_11.pdf
J.5	2014 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) http://ocp.dc.gov/publication/2014-living-wage-fact-sheet
J.6	2014 Living Wage Notice (The Living Wage Act of 2006) http://ocp.dc.gov/publication/2014-living-wage-fact-sheet
J.7	Tax Certification Affidavit http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%209%20Solicitation%20Attachments_tax_certification_affidavit.pdf
J.8	Bidder/Offeror Certification Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-Offeror%20Certification%20Form%20062413.xlsx
J.9	Human Care Agreement Qualification Record Form (Form 1900) http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%209%20Solicitation%20Attachments_form_1900-human-care-qualifications.pdf
J.10	Sub-Contracting Plan Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/SubContracting_Plan_Form_111605.doc
J.11	Past Performance Evaluation Form http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/OCP_Channel%209%20Solicitation%20Attachments_Past_Performance_Evaluation_Form.pdf
J.12	Department of Behavioral Health Policies and Rules http://DBH1.dc.gov/node/240592

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

*** END OF SECTION J ***

SECTION K

CONTRACT CLAUSES

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SECTION K

BIDDER/OFFEROR CERTIFICATION FORM

- K.1 [http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-
Offeror%20Certification%20Form%20062413.xlsx](http://ocp.dc.gov/sites/default/files/dc/sites/ocp/publication/attachments/Bidder-
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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

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SECTION L

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award multiple Human Care Agreements resulting from this Solicitation to responsive and responsible Provider's whose Offer conforming to the solicitation shall be most advantageous to the District.

L.1.2 Initial Offers

The District may award Multiple Human Care Agreements on the basis of initial Offers received, without discussion. Therefore, each initial Offer should contain the Provider's best terms from a standpoint of technical and other factors.

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 One original and *four (4)* copies of the written proposals shall be submitted in TWO PARTS, titled "**Technical Proposal**". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals shall not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation Number {**RM-15-HCA-RSS-000-XXX-BY4-CPS, HCA RECOVERY SUPPORT SERVICES and NAME OF PROVIDER.**}

L.2.2 Offeror's 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 below for the Technical Proposal shall facilitate evaluation and best value source selection for all Proposals. The Technical Proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.2.3 Technical Proposal

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

L.2.3.2 Offeror shall also complete the following documents and submit them along with its Technical Proposal:

L.2.3.2.1 Solicitation, Offer and Award Form (See Section L.9)

- L.2.3.2.2** Attachment J.3, Equal Employment Opportunity Form
- L.2.3.2.3** Attachment J.4, First Source Agreement
- L.2.3.2.4** Attachment J.7, Tax Certification Affidavit
- L.2.3.2.5** Attachment J.8, Bidder/Offeror Certification Form
- L.2.3.2.6** Attachment J.9, Human Care Agreement Contractor Qualification Record (Form 1900)
- L.2.3.2.7** Attachment J.10, Sub Contracting Plan Form
- L.2.3.2.8** Attachment J.11, Past Performance Evaluation Form
- L.2.3.2.9** The names, address, phone numbers and e-mail addresses of at least three (3) points of contact for whom Offeror has provided the same or similar services in the last three (3) years. The District shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4)
- L.2.3.2.10** Any Document required by Section C and Section L.19 / L.23 of this Solicitation.

There shall be ONLY one (1) Copy of the Tax Certification Affidavit and Bidder/Offeror Certification Form required to be submitted with your response to this Human Care Agreement Solicitation.

L.2.4 Price Proposal

- L.2.4.1** See Section B.5 – Pricing Schedule and Section C.3. Applicable Document #4: DCMR 22A, Chapter 62 – Reimbursement Rates for Services provided by the Department of Behavioral Health Certified Substance Abuse Providers Notice of Final Rulemaking adopted by the Director on March 31, 2014

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

L.3.1 Proposal Submission

- L.3.1.1** Proposals must be submitted **No Later Than FRIDAY, JULY 11, 2014 at 1:00 PM to the Address Below**

PROPOSALS MUST BE CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER RM-15-HCA-RSS-000-XXX-BY4-CPS THAT IS IN COMPLIANCE WITH SECTION L.2:

Government of the District of Columbia
Department of Behavioral Health
Contracting and Procurement Services
64 New York Avenue, NE, 2nd Floor
Washington, DC 20002

Attn: Samuel J. Feinberg, CPPO, CPB
Director, Contracts and Procurement
Agency Chief Contracting Officer

L.3.1.2 Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail Not Later Than the Fifth (5th) Day before the date specified for receipt of Offers;
- (b) The proposal or modification was sent by mail and it is determined by the Director/ACCO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

L.3.2 Withdrawal or Modification of Proposals

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Proposals

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

L.4 EXPLANATION TO PROSPECTIVE PROVIDERS

If a prospective Offeror has any questions relating to this Solicitation, the prospective Offeror shall submit the question in writing to the Contact Person, identified in Section A, Page One, Item # 10 of this Solicitation. The prospective Provider shall submit questions **No Later Than Seven (7) calendar days** prior to the closing date and time indicated for this solicitation. The District shall not consider any questions received fewer than **Seven (7) calendar days** before the date set for submission of proposals. The District shall furnish responses promptly to all prospective Offerors. The District shall issue an Amendment to the solicitation if that information is necessary in submitting Offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given before the award of the Contract shall not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an Offer should not return this solicitation. Instead, they should advise the Director/ACCO, Department of Behavioral Health, 64 New York Avenue, NE, 2nd floor, Washington, DC 20002, Telephone #: (202) 671-3188/671-3395 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Director/ACCO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an Offer and does not notify the Director/ACCO that future solicitations are desired, the Recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.6.1 The Provider 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.6.2 Mark each Sheets 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.7 **PROPOSALS WITH OPTION YEARS**

Please refer to Section B.5 – SCHEDULE B PRICING SCHEDULE for Base Year with Four One Year Options and Section C.3. Applicable Document #4: DCMR 22A, Chapter 62 – Reimbursement Rates for Services provided by the Department of Behavioral Health (DBH), Certified Substance Abuse Providers Notice of Final Rulemaking adopted by the Director DBH on March 31, 2014

L.8 **PROPOSAL PROTESTS**

Any actual or prospective Offeror or Contractor, who is aggrieved in connection with the solicitation or award of a Contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 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 350 North, Washington, D.C. 20001. In addition, the aggrieved person shall mail a copy of the Protest to the Director/ACCO for the solicitation.

L.9 **SIGNING OF OFFERS**

The Provider shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15, 15A and 15B of Section A, Solicitation, Offer and Award form, page one of this Solicitation. The Offeror's solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. DBH shall not under any circumstances accept a submission signed by someone other than an authorized negotiator, nor submitted with either an electronic signature, a signature stamp, a color copy of a signature, or anything other than an original signature in **Blue Ink** by an authorized negotiator. Furthermore, wherever any other part of the solicitation requires you to submit a document with a signature (*e.g.* Section K – Bidder/Offeror Certification form, Tax Certification Affidavit, First Source Employment), only an authorized signature by an authorized negotiator, in **Blue Ink** shall be accepted by DBH. Erasures or other changes must be initialed by the person signing the Offer. Offers signed by an

agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Director/ACCO.

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the Offeror must submit within 10 days of request of an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the Agreement, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

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

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

The Provider shall acknowledge receipt of any amendment to this solicitation by (a) signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section K of Solicitation; or (c) by letter, telegram or including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. An Offeror's failure to acknowledge an amendment may result in rejection of its Offer.

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Providers within the competitive range shall be so notified and shall be provided an opportunity to submit written Best and Final Offers (BAFO's) 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 Director/Agency Chief Contracting Officer determines that it is clearly in the Government's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify selection and award based on the Best and Final Offers received. If discussions are reopened, the Director/Agency Chief Contracting Officer shall issue an additional request for BAFO's to all Offerors still within the competitive range.

L.17 KEY PERSONNEL

The Provider shall identify proposed key personnel for each discipline required and outline their relevant experience, indicating the percentage of their total time to be dedicated to this project and shall identify the Project Manager who shall lead the day-to-day activities of the project and outline his/her relevant experience (introductory narrative plus 1 page (maximum) List of All Current Employees with associated Titles without resumes.

L.18 ACCEPTANCE PERIOD

The Provider agrees that its Offer remains valid for a period of 180 days from the solicitation's closing date.

L.19 LEGAL STATUS OF OFFEROR

L.19.1 The Provider must provide as part of its proposal its Name, address, telephone number and federal tax identification number and DUNS Number;

L.19.2 The Provider must provide a copy with its proposal a copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2002), if the Provider is required by law to make such certification. If the Provider 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 Provider shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

L.19.3 If the Provider 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.20 FAMILIARIZATION WITH CONDITIONS

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

L.21 STANDARDS OF RESPONSIBILITY

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

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

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

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

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

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

L.21.6 Furnish evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

L.21.7 If the Offeror fails to supply the information requested, the Director/ACCO 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 Director/ACCO shall determine the Offeror to be non-responsible.

L.22 OPTIONAL PRE-PROPOSAL CONFERENCE

L.22.1 The District shall conduct a pre-proposal conference on **Tuesday, July 1, 2014 at 3:00PM (EST) in Conference Room 320** at the Department of Behavioral Health, 64 New York Ave., NE, 3rd Floor, Washington, DC 20002. The Prospective Offerors shall be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attendees must complete the Pre-Proposal Conference Attendance Roster at the conference so that their attendance can be properly recorded. This conference is to be held no more than 7 days after the release the solicitation.

L.22.2 Impromptu questions shall be permitted and spontaneous answers shall be provided at the District's discretion. Verbal answers given at the Pre-Proposal Conference are only intended for general discussion and do not represent the District's final position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Proposal Conference in order to generate a formal answer but in any event no fewer than five (5) days prior to the date set for receipt of proposals. Answers shall be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation and shall be issued as an Amendment to the solicitation.

L.23 CHECKLIST OF ITEMS REQUIRED FOR A COMPLETE HUMAN CARE AGREEMENT SUBMISSION PACKAGE

L.23.1 Prospective HCA Provider shall submit one (1) copy of items marked "X" with Response Package along with completion of the signature/acknowledgement section of the Checklist. (Please refer to attached CHECKLIST on the next page number 76)

Human Care Agreement (HCA) Solicitation

RM-15-HCA-RSS-000-XXX-BY4-CPS - HUMAN CARE AGREEMENT for SUBSTANCE ABUSE RECOVERY SUPPORT SERVICES (RSS) - Formerly Access to Recovery (ATR) Human Care Provider Agreement (HCPA)

Items	RSS	CPS
a) Current organizational chart;	√	X
b) A business/capitalization plan demonstrating the applicant's financial ability and organizational capability to provide services to the target population. These can be demonstrated by 1) an independent audit, that includes a management letter, and 2) a statement of bank credit worthiness or line of credit;	√	
c) A description of services and community coordination to be provided to meet the needs of the target population in areas including but not limited to housing, child/day care;	√	
d) The number of persons to be served by the facility;	√	
e) A description of an advisory or planning committee which includes representatives from the target population, such as, the Advisory Neighborhood Commission, Board of Probation and Parole, Family Services, Head Start; and evidence of their involvement with the development of the program including but not limited to letters of support, minutes of meetings;	√	
f) Proof of liability insurance coverage, provided that such coverage includes malpractice insurance of at least one hundred thousand dollars (\$100,000) and comprehensive general coverage of at least three hundred thousand dollars (\$300,000) per incident. Such coverage shall include coverage of all personnel, consultants or volunteers delivering direct patient care;	√	
g) Copies of accreditations issued by a Federal or nationally recognized accrediting body;	DNA	
h) Hours of operation;	√	
i) Current Medicaid provided approval;	DNA	
j) Current license or certification under other DC law or regulation, (i.e., childcare, hospital, basic business license, Department of Mental Health); and	√	
k) List of all staff providing services to include, but not be limited to, specific qualifications, licenses, certification and training.	√	X
l) Documentation that all staff providing services has been screened through established facility mechanisms to determine that the staff is not known to have committed physical abuse, sexual abuse, child abuse/neglect, or a felony involving crimes against a person.	√	
m) District and Drug Enforcement Administration (DEA) controlled substance registrations as required by Chapters 10 of Title 22 of the District of Columbia Municipal Regulation; and 21 CFR, Part 1300 - 1399, respectively;	√	
n) Professional health occupations' licenses in accordance with the District of Columbia Health Occupations Revision Act of 1985 Amendment Act of 1994 (D.C. Law 6-99; D.C. Code §2-3301 et seq.);	√	
o) Copies of written agreements with any entity providing program services;	√	
p) Certification from SAMHSA, CSAT for the operation of a narcotic treatment program or opioid treatment program;	DNA	
q) For corporations, an original Certificate of Good Standing from the Department of Consumer and Regulatory Affairs, Business Regulatory Administration, Corporation Division, and the office of Tax, Finance and Revenue;	√	
r) Facility's certificate of occupancy and other certificates documenting compliance with District zoning, fire, and occupancy laws and regulations;	√	
s) Clean Hands Act Form;	√	
t) Disclosure of Ownership and Control Interest Statement; and	√	
u) Copy of Current Chapter 23 Certificate(s) Issued by DBH/Office of Accountability (OA)		X
v) Certificate of Occupancy		X
w) Fire Safety Plan		X
x) Certificate of Insurance (See Section I.10)		X

LEGEND: DNA – Does Not Apply √ - Documents Required by DBH/OA to Obtain Certification
X – Documents Required by DBH/CPS for a new HCA

 Print Name of Authorized Individual

 Signature of Authorized Individual

 Date

 Print Name of Organization

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

SECTION M

EVALUATION FACTORS FOR AWARD

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SECTION M

EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The Human Care Agreement(s) shall be awarded to the responsible Offeror(s) whose Offer(s) conforming to the solicitation shall be most advantageous to the District, based upon the Evaluation Criteria specified below.

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

Proposals shall be evaluated based on the following evaluation factors in the manner described below:

M.3.1 Human Care Agreement for Recovery Support Services

M.3.1.1 TECHNICAL CRITERIA (100 Points Maximum)

Description: These factors consider the Provider’s technical approach, technical expertise and past performance used in performing the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices and overall satisfaction with the Provider’s performance.

TECHNICAL EVALUATION FACTORS	POINTS
FACTOR A - TECHNICAL APPROACH	50
FACTOR B – TECHNICAL EXPERTISE	35
FACTOR C – PAST PERFORMANCE	15

M.3.1.1.1 Factor A – Technical Approach (50 points)

The Provider has proposed an acceptable methodology and approach to accomplish the technical components of the requirement in Section C, which demonstrates the Provider understands the objectives, scope, and targeted population to be served. Provider shall demonstrate the capacity to provide Recovery Support Services.

M.3.1.1.2 Factor B – Technical Expertise (35 Points)

M.3.1.1.2a The Provider has demonstrated its experience and qualifications to provide the required services. In addition, the Provider has demonstrated expertise in sound fiscal management and financial record-keeping, including the use of automated financial accounting software

M.3.1.1.2b The Provider has presented key staff information including resumes and certificates demonstrating the qualifications and expertise of the Provider’s proposed implementation to meet the requirements of the solicitation.

M.3.1.1.3 Factor C – Past Performance (15 Points)

M.3.1.1.3a Evaluation of past performance and experience allows the District to assess the Provider’s ability to perform and relevance of the work performed.

M.3.1.1.3b This factor considers the extent of the Provider’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor shall be based on the quantity and quality of Provider’s performance on projects of comparable size, highly technical nature, and complexity.

- M.3.1.1.3c** The Provider provided a list of three (3) previous contracts for which the Provider provided identical or similar work within the last five years. Include the Name of Company/Government Entity, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

M.4 PRICE CRITERION

See Section B.5 – Pricing Schedule and Section C.3. Applicable Document #4: DCMR 22A, Chapter 62 – Reimbursement Rates for Services provided by the Department of Behavioral Health Certified Substance Abuse Providers Notice of Final Rulemaking adopted by the Director on March 31, 2014.

PREFERENCE POINTS - 12

TOTAL POINTS - 112

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime 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 HCA.

- 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.

M.6 **EVALUATION OF PROMPT PAYMENT DISCOUNT**

M.6.1 Prompt payment discounts shall not be considered in the evaluation of Offers. However, any discount Offered shall form a part of the award and shall be taken by the District if payment is made within the discount period specified by the Offeror.

M.6.2 In connection with any discount Offered, time shall be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

*****END OF DOCUMENT*****

J.3 ATTACHMENT

YOUR LETTERHEAD

EQUAL EMPLOYMENT OPPORTUNITY (EEO) POLICY STATEMENT

_____ SHALL NOT DISCRIMINATE AGAINST ANY EMPLOYEE OR APPLICANT FOR EMPLOYMENT BECAUSE OF ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS.

_____ AGREES TO AFFIRMATIVE ACTION TO ENSURE THAT APPLICANTS ARE EMPLOYED, AND THAT EMPLOYEES ARE TREATED DURING EMPLOYMENT WITHOUT REGARD TO THEIR ACTUAL OR PERCEIVED: RACE, COLOR, RELIGION, NATIONAL ORIGIN, SEX, AGE, MARITAL STATUS, PERSONAL APPEARANCE, SEXUAL ORIENTATION, GENDER IDENTITY OR EXPRESSION, FAMILIAL STATUS, FAMILY RESPONSIBILITIES, MATRICULATION, POLITICAL AFFILIATION, GENETIC INFORMATION, DISABILITY, SOURCE OF INCOME, OR PLACE OF RESIDENCE OR BUSINESS. THE AFFIRMATIVE ACTION SHALL INCLUDE, BUT NOT BE LIMITED TO THE FOLLOWING: (A) EMPLOYMENT, UPGRADING, OR TRANSFER; (B) RECRUITMENT OR RECRUITMENT ADVERTISING; (C) DEMOTION, LAYOFF, OR TERMINATION; (D) RATES OF PAY, OR OTHER FORMS OR COMPENSATION; AND (E) SELECTION FOR TRAINING AND APPRENTICESHIP.

_____ AGREES TO POST IN CONSPICUOUS PLACES THE PROVISIONS CONCERNING NON-DISCRIMINATION AND AFFIRMATIVE ACTION.

_____ SHALL STATE THAT ALL QUALIFIED APPLICANTS WILL RECEIVE CONSIDERATION FOR EMPLOYMENT PURSUANT TO SUBSECTION 1103.2 THROUGH 1103.10 OF MAYOR'S ORDER 85-85; "EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS IN CONTRACTS."

_____ AGREES TO PERMIT ACCESS TO ALL BOOKS PERTAINING TO ITS EMPLOYMENT PRACTICES, AND TO REQUIRE EACH SUBCONTRACTOR TO PERMIT ACCESS TO BOOKS AND RECORDS.

_____ AGREES TO COMPLY WITH ALL GUIDELINES FOR EQUAL EMPLOYMENT OPPORTUNITY APPLICABLE IN THE DISTRICT OF COLUMBIA.

_____ SHALL INCLUDE IN EVERY SUBCONTRACT THE EQUAL OPPORTUNITY CLAUSES, SUBSECTION 1103.2 THROUGH 1103.10 SO THAT SUCH PROVISIONS SHALL BE BINDING UPON EACH SUBCONTRACTOR OR VENDOR.

AUTHORIZED OFFICIAL AND TITLE

DATE

AUTHORIZED SIGNATURE
NAME

FIRM/ORGANIZATION

YOUR LETTERHEAD

ASSURANCE OF COMPLIANCE WITH EQUAL EMPLOYMENT OPPORTUNITY REQUIREMENTS

MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND THE RULES IMPLEMENTING MAYORS ORDER 85-85, 33 DCR 4952, (PUBLISHED AUGUST 15, 1986), "ON COMPLIANCE WITH EQUAL OPPORTUNITY REQUIREMENTS IN DISTRICT GOVERNMENT CONTRACTS," ARE HEREBY INCLUDED AS PART OF THIS BID/PROPOSAL. THEREFORE, EACH BIDDER/OFFEROR SHALL INDICATE BELOW THEIR WRITTEN COMMITMENT TO ASSURE COMPLIANCE WITH MAYOR'S ORDER 85-85 AND THE IMPLEMENTING RULES. FAILURE TO COMPLY WITH THE SUBJECT MAYOR'S ORDER AND THE IMPLEMENTING RULES SHALL RESULT IN REJECTION OF THE RESPECTIVE BID/PROPOSAL.

I, _____, THE AUTHORIZED REPRESENTATIVE OF _____, HEREINAFTER REFERRED TO AS "THE CONTRACTOR," CERTIFY THAT THE CONTRACTOR IS FULLY AWARE OF ALL OF THE PROVISIONS OF MAYOR'S ORDER 85-85, EFFECTIVE JUNE 10, 1985, AND OF THE RULES IMPLEMENTING MAYOR'S ORDER 85-85, 33 DCR 4952. I FURTHER CERTIFY AND ASSURE THAT THE CONTRACTOR WILL FULLY COMPLY WITH ALL APPLICABLE PROVISIONS OF THE MAYOR'S ORDER AND IMPLEMENTING RULES IF AWARDED THE D.C. GOVERNMENT REFERENCED BY THE CONTRACT NUMBER ENTERED BELOW. FURTHER, THE CONTRACTOR ACKNOWLEDGES AND UNDERSTANDS THAT THE AWARD OF SAID CONTRACT AND ITS CONTINUATION ARE SPECIFICALLY CONDITIONED UPON THE CONTRACTOR'S COMPLIANCE WITH THE ABOVE-CITED ORDER AND RULES.

CONTRACTOR

NAME

SIGNATURE

TITLE

CONTRACT NUMBER

DATE

EQUAL EMPLOYMENT OPPORTUNITY EMPLOYER INFORMATION REPORT

GOVERNMENT OF THE DISTRICT OF COLUMBIA DC Office of Contracting and Procurement Employer Information Report (EEO)	Reply to: Office of Contracting and Procurement 441 4 th Street, NW, Suite 700 South Washington, DC 20001				
Instructions: Two (2) copies of DAS 84-404 or Federal Form EEO-1 shall be submitted to the Office of Contracting and Procurement. One copy shall be retained by the Contractor.					
Section A – TYPE OF REPORT					
1. Indicate by marking in the appropriate box the type of reporting unit for which this copy of the form is submitted (MARK ONLY ONE BOX)					
Single Establishment Employer (1) <input type="checkbox"/> Single-establishment Employer Report	Multi-establishment Employer: (2) <input type="checkbox"/> Consolidated Report (3) <input type="checkbox"/> Headquarters Report (4) <input type="checkbox"/> Individual Establishment Report (submit one for each establishment with 25 or more employees) (5) <input type="checkbox"/> Special Report				
1. Total number of reports being filed by this Company. _____					
Section B – COMPANY IDENTIFICATION (To be answered by all employers)					OFFICIAL USE ONLY
1. Name of Company which owns or controls the establishment for which this report is filed					a.
Address (Number and street)	City or Town	Country	State	Zip Code	b.
b. Employer Identification No.					
2. Establishment for which this report is filed.					OFFICIAL USE ONLY
a. Name of establishment					c.
Address (Number and street)	City or Town	Country	State	Zip Code	d.
b. Employer Identification No.					
3. Parent of affiliated Company					
a. Name of parent or affiliated Company			b. Employer Identification No.		
Address (Number and Street)	City or Town	Country	State	Zip Code	
Section C - ESTABLISHMENT INFORMATION					
1. Is the location of the establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Did not report last year <input type="checkbox"/> Report on combined basis		2. Is the major business activity at this establishment the same as that reported last year? <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> No report last year <input type="checkbox"/> Reported on combined basis		OFFICIAL USE ONLY	
2. What is the major activity of this establishment? (Be specific, i.e., manufacturing steel castings, retail grocer, wholesale plumbing supplies, title insurance, etc. Include the specific type of product or service provided, as well as the principal business or industrial activity.					e.
3. MINORITY GROUP MEMBERS: Indicate if you are a minority business enterprise (50% owned or 51% controlled by minority members). <div style="text-align: center;"> <input type="checkbox"/> Yes <input type="checkbox"/> No </div>					

SECTION D – EMPLOYMENT DATA

Employment at this establishment – Report all permanent, temporary, or part-time employees including apprentices and on-the-job trainees unless specifically excluded as set forth in the instructions. Enter the appropriate figures on all lines and in all columns. Blank spaces will be considered as zero. *In columns 1, 2, and 3, include ALL employees in the establishment including those in minority groups*

JOB CATEGORIES	TOTAL EMPLOYEES IN ESTABLISHMENT			MINORITY GROUP EMPLOYEES								
	Total Employees Including Minorities (1)	Total Male Including Minorities (2)	Total Female Including Minorities (3)	MALE				FEMALE				
				Black (4)	Asian (5)	American Indian (6)	Hispanic (7)	Black (8)	Asian (9)	American Indian (10)	Hispanic (11)	
Officials and Managers												
Professionals												
Technicians												
Sales Workers												
Office and Clerical												
Craftsman (Skilled)												
Operative (Semi-Skilled)												
Laborers (Unskilled)												
Service Workers												
TOTAL												
Total employ reported in previous report												

(The trainee below should also be included in the figures for the appropriate occupation categories above)

Formal On-The-Job Trainee	White collar	(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)	(9)	(10)	(11)
		Production										

1. How was information as to race or ethnic group in Section D obtained?
 a. Visual Survey c. Other Specify _____
 b. Employment Record
2. Dates of payroll period used _____
 3. Pay period of last report submitted for this establishment. _____

Section E – REMARKS Use this Item to give any identification data appearing on last report which differs from that given above, explain major changes in composition or reporting units, and other pertinent information.

Section F - CERTIFICATION

- Check One 1. All reports are accurate and were prepared in accordance with the instructions (check on consolidated only)
 2. This report is accurate and was prepared in accordance with the instructions.

Name of Authorized Official	Title	Signature	Date
Name of person contact regarding This report (Type of print)	Address (Number and street)		
Title	City and State	Zip Code	Telephone Number Extension

INFORMATION CITED HEREIN SHALL BE HELD IN CONFIDENCE.

SOLICITATION NO: _____

PROJECTED GOALS AND TIMETABLES FOR FUTURE HIRING

MINORITY GROUP EMPLOYEES GOALS								TIMETABLES	
JOB CATEGORIES	MALE				FEMALE				
	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	BLACK	ASIAN	AMERICAN INDIAN	HISPANIC	
OFFICIALS & MANAGERS									
PROFESSIONALS									
TECHNICIANS									
SALES WORKERS									
OFFICE AND CLERICAL									
CRAFTSMANS (SKILLELD)									
OPERATIVE (SEMI-SKILLED)									
LABORERS (UNSKILLED)									
SERVICE WORKERS									
TOTALS									
NAME OF AUTHORIZED OFFICIAL:				TITLE:				SIGNATURE:	
FIRM NAME:						TELEPHONE NO:		DATE:	
INDICATE IF THE PRIME UTILIZES A "MINORITY FINANCIAL INSTITUTION?" _____ Yes _____ No NAME: ADDRESS: TYPE OF ACCOUNT/S:									

J.4 ATTACHMENT

ATTACHMENT J.4

GOVERNMENT OF THE DISTRICT OF COLUMBIA Department of Employment Services

MEMORANDUM

TO: First Source Employers
FROM: Eric Scott, Program Manager
SUBJECT: First Source Employment Agreement-Social Security Numbers
DATE: 3/22/11

We recently made changes to our First Source Employment program. In this climate of increased identity theft we recognize the sensitivity of having our employers provide social security numbers. As a result, the First Source program no longer requires First Source Employers to enter social security numbers when submitting First Source Agreements.

The First Source Electronic Compliance Database has been developed to improve the efficiency of the pilot program First Source process. The database will provide first source employers the ability to enter compliance data on-line, in addition it will allow DOES to capture first source data in a timely manner and track the Employers performance, new hires, and improve our ability to identify noncompliant employers.

First Source employers will be required to enter employee's social security numbers into the Compliance Database; however, the application is secured and encrypted. In addition, First Source staff will only be able to view the employee name in the system; the actual social security number will not be visible.

The First Source program would like to thank you for your cooperation as program modifications are made in order to better serve our employers.

If you have additional questions, please contact Anetta Graham, First Source Program Supervisor at anetta.graham@dc.gov or 202-698-3757.



GOVERNMENT OF THE DISTRICT OF COLUMBIA
FIRST SOURCE EMPLOYMENT AGREEMENT



Contract Number: _____

Employer Name: _____

Project Contract Amount: _____

Employer Contract Award: _____

Project Name: _____

Project Address: _____ Ward: _____

Nonprofit Organization with 50 Employees or Less: Yes No

This First Source Employment Agreement, in accordance with The First Source Employment Agreement Act of 1984 (codified in D.C. Official Code §§ 2-219.01 – 2.219.05), The Apprenticeship Requirements Amendment Act of 2004 (Codified in D.C. Official Code §§ 2-219.03 and 32-1431) for recruitment, referral, and placement of District of Columbia residents, is between the District of Columbia Department of Employment Services, hereinafter referred to as “DOES”, and _____, hereinafter, referred to as EMPLOYER. Under this Employment Agreement, the EMPLOYER will use DOES as its first source for recruitment, referral, and placement of new hires or employees for all new jobs created by the Project. The Employer will hire 51% District of Columbia residents for all new jobs created by the Project, and 35 % of all apprenticeship hours be worked by DC residents employed by EMPLOYER in connection with the Project shall be District residents registered in programs approved by the District of Columbia Apprenticeship Council.

I. GENERAL TERMS

- A. Subject to the terms and conditions set forth herein, the EMPLOYER will use DOES as its first source for the recruitment, referral and placement for jobs created by the Project.
- B. The EMPLOYER will require all Project contractors with contracts totaling \$300,000 or more, and Project subcontractors with subcontracts totaling \$300,000 or more, to enter into a First Source Employment Agreement with DOES.
- C. DOES will provide recruitment, referral and placement services to the EMPLOYER, which are subject to the limitations set out in this Agreement.
- D. The participation of DOES in this Agreement will be carried out by the Office of Employer Services, which is responsible for referral and placement of employees, or such other offices or divisions designated by the Office of the Director, of DOES.
- E. This Agreement will take effect when signed by the parties below and will be fully effective for the duration of the Project contract and any extensions or modification to the Project contract.
- F. This Agreement will not be construed as an approval of the EMPLOYER'S bid package, bond application, lease agreement, zoning application, loan, or contract/subcontract for

the Project.

- G. DOES and the EMPLOYER agree that, for purposes of this Agreement, new hires and jobs created for the Project (both union and nonunion) include all EMPLOYER'S job openings and vacancies in the Washington Standard Metropolitan Statistical Area created for the Project as a result of internal promotions, terminations, and expansions of the EMPLOYER'S workforce, as a result of this project, including loans, lease agreements, zoning applications, bonds, bids, and contracts.
- H. This Agreement includes apprentices as defined and as amended, in D.C. Law 2-156. D.C. Official Code §§ 32-1401- 1431.
- I. The EMPLOYER, prime subcontractors and subcontractors who contract with the District of Columbia government to perform construction, renovation work, or information technology work with a single contract, or cumulative contracts, of at least \$500,000, let within a 12-month period will be required to register an apprenticeship program with the District of Columbia Apprenticeship Council; and this includes but is not limited to, any construction or renovation contract or subcontract signed as the result of, a loan, bond, grant, Exclusive Right Agreement, street or alley closing, or a leasing agreement of real property for one (1) year or more. In furtherance of the foregoing, the EMPLOYER shall enter into an agreement with its contractors, including the general contractor, that requires that such contractors and subcontractors for the Project participate, in apprenticeship programs for the Project that: (i) meet the standards set forth in Chapter 11 of Title 7 of the District of Columbia Municipal Regulations, and (ii) have an apprenticeship program registered with the District of Columbia's Apprenticeship Council.

II. RECRUITMENT

- A. The EMPLOYER will complete the attached Employment Plan, which will indicate the number of new jobs projected to be created on the Project, salary range, hiring dates, residency status, ward information, new hire justification and union requirements.
- B. The Employer will post all job vacancies in the DOES' Virtual One-Stop (VOS) at www.dcnetworks.org within five (5) days of executing the Agreement. Should you need assistance posting job vacancies, please contact Job Bank at (202) 698-6001.
- C. The EMPLOYER will notify DOES, by way of the First Source Office of its Specific Need for new employees for the Project, within at least five (5) business days (Monday - Friday) upon Employers identification of the Specific Need. This must be done before using any other referral source. Specific Needs shall include, at a minimum, the number of employees needed by job title, qualifications, hiring date, rate of pay, hours of work, duration of employment, and work to be performed.
- D. Job openings to be filled by internal promotion from the EMPLOYER'S current workforce do not need to be referred to DOES for placement and referral. However, EMPLOYER shall notify DOES of such promotions.
- E. The EMPLOYER will submit to DOES, prior to commencing work on the Project, the names, social security number, residency status and ward information of all current employees, including apprentices, trainees, and laid-off workers who will be employed on the Project.

III. REFERRAL

- A. DOES will screen applicants and provide the EMPLOYER with a list of applicants according to the Notification of Specific Needs supplied by the EMPLOYER as set forth in Section II (B).
- B. DOES will notify the EMPLOYER, prior to the anticipated hiring dates, of the number of applicants DOES will refer.

IV. PLACEMENT

- A. The EMPLOYER will make all decisions on hiring new employees but will, in good faith, use reasonable efforts to select its new hires or employees from among the qualified persons referred by DOES.
- B. In the event that DOES is unable to refer qualified personnel meeting the Employer's established qualifications, within five (5) business days (Monday - Friday) from the date of notification, from the EMPLOYER, the EMPLOYER will be free to directly fill remaining positions for which no qualified applicants have been referred. Notwithstanding, the EMPLOYER will still be required to hire 51% District residents for all new jobs created by the Project.
- C. After the EMPLOYER has selected its employees, DOES will not be responsible for the employees' actions and the EMPLOYER hereby releases DOES, and the Government of the District of Columbia, the District of Columbia Municipal Corporation, and the officers and employees of the District of Columbia from any liability for employees' actions.

V. TRAINING

- A. DOES and the EMPLOYER may agree to develop skills training and on-the-job training programs; the training specifications and cost for such training will be mutually agreed upon by the EMPLOYER and DOES and will be set forth in a separate Training Agreement.

VI. CONTROLLING REGULATIONS AND LAWS

- A. To the extent that this Agreement is in conflict with any federal labor laws or governmental regulations, the federal laws or regulations shall prevail.
- B. DOES will make every effort to work within the terms of all collective bargaining agreements to which the EMPLOYER is a party.
- C. The EMPLOYER will provide DOES with written documentation that the EMPLOYER has provided the representative of any collective bargaining unit involved with this Project a copy of this Agreement and has requested comments or objections. If the representative has any comments or objections, the EMPLOYER will promptly provide them to DOES.

VII. EXEMPTIONS

- A. All contracts, subcontracts or other forms of government-assistance less than \$300,000.
- B. Employment openings the contractor will fill with individuals already employed by the

company.

- C. Job openings to be filled by laid-off workers according to formally established recall procedures and rosters.
- D. Construction or renovation contracts or subcontracts in the District of Columbia totaling less than \$500,000 are exempt from the requirements of Section I(H) and I(I) of the General Terms hereof.
- E. Non-profit organization with 50 or less employees are exempt from the requirements.

VIII. AGREEMENT MODIFICATIONS, RENEWAL, MONITORING, AND PENALTIES

- A. If, during the term of this Agreement, the EMPLOYER should transfer possession of all or a portion of its business concerns affected by this Agreement to any other party by lease, sale, assignment, merger, or otherwise this First Source Agreement shall remain in full force and effect and transferee shall remain subject to all provisions herein. In addition, the EMPLOYER as a condition of transfer shall:
 - 1. Notify the party taking possession of the existence of this EMPLOYER'S First Source Employment Agreement.
 - 2. Notify DOES within seven (7) business days of the transfer. This advice will include the name of the party taking possession and the name and telephone of that party's representative.
- B. DOES will monitor EMPLOYER'S performance under this Agreement. The EMPLOYER will cooperate with the DOES monitoring and will submit a Contract Compliance Form to DOES monthly.
- C. To assist DOES in the conduct of the monitoring review, the EMPLOYER will make available to DOES, upon request, payroll and employment records for the review period indicated for the Project.
- D. The Employer will provide DOES additional information upon request.
- E. With the submission of the final request for payment from the District, the EMPLOYER shall:
 - 1. Document in a report to DOES its compliance with the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents; or
 - 2. Submit to DOES a request for a waiver of compliance of the requirement that 51% of the new employees hired by the EMPLOYER the Project be District residents which will include the following documentation:
 - a. Documentation supporting EMPLOYERS good faith effort to comply;
 - b. Referrals provided by DOES and other referral sources; and
 - c. Advertisement of job openings listed with DOES and other referral sources.
- F. The DOES may waive the requirement that 51% of the new employees hired by the EMPLOYER for the Project be District residents, if DOES finds that:

1. A good faith effort to comply is demonstrated by the EMPLOYER; or
2. The EMPLOYER is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area:

The Washington Standard Metropolitan Statistical Area 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 EMPLOYER enters into a special workforce development training or placement arrangement with DOES; or
4. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the EMPLOYER for the positions created as a result of the Project. No failure by Employer to request a waiver under any other provision hereunder shall be considered relevant to a requested waiver under this Subsection.

G. Willful breach of the First Source Employment Agreement by the EMPLOYER, failure to submit the Contract Compliance Report, or deliberate submission of falsified data, may be enforced by the DOES through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract for the positions created by EMPLOYER.

H. The parties acknowledge that the provisions of E and F of Article VIII apply only to First Source hiring.

I. Nonprofit organizations with 50 or less employees are exempt from the requirement that 51% of the new employees hired by the EMPLOYER on the Project be District residents.

J. The EMPLOYER and DOES, or such other agent as DOES may designate, may mutually agree to modify this Agreement.

K. The EMPLOYER's noncompliance with the provisions of this Agreement may result in termination.

IX. LOCAL, SMALL, DISADVANTAGES USINESS ENTERPRISE

A. Is your firm a certified Local, Small, Disadvantaged Business Enterprise (LSDBE)?
 YES NO

If yes, certification number: _____

X. APPRENTICESHIP PROGRAM

A. Do you have a registered Apprenticeship program with the D.C. Apprenticeship Council? YES NO

If yes, D.C. Apprenticeship Council Registration Number: _____

XI. SUBCONTRACTOR

A. Is your firm a subcontractor on this project? YES NO

If yes, name of prime contractor: _____

Dated this _____ day of _____ 20_____

Signature Dept. of Employment Services

Signature of Employer

Name of Company

Address

Telephone

E-mail

EMPLOYMENT PLAN

NAME OF EMPLOYER: _____

ADDRESS OF EMPLOYER: _____

TELEPHONE NUMBER: _____ FEDERAL IDENTIFICATION NO.: _____

CONTACT PERSON: _____ TITLE: _____

E-MAIL: _____ TYPE OF BUSINESS: _____

DISTRICT CONTRACTING AGENCY: _____

CONTRACTING OFFICER: _____ TELEPHONE NUMBER: _____

TYPE OF PROJECT: _____ CONTRACT AMOUNT: _____

EMPLOYER CONTRACT AMOUNT: _____

PROJECT START DATE: _____ PROJECT END DATE: _____

EMPLOYER START DATE: _____ EMPLOYER END DATE: _____

NEW JOB CREATION PROJECTIONS: Please indicate ALL new position(s) your firm will create as a result of the Project. If the firm WILL NOT be creating any new employment opportunities, please complete the attached justification sheet with an explanation. Attach additional sheets as needed.

	JOB TITLE	# OF JOBS		SALARY RANGE	UNION MEMBERSHIP REQUIRED NAME LOCAL#	PROJECTED HIRE DATE
		F/T	P/T			
A						
B						
C						
D						
E						
F						
G						
H						
I						
J						
K						

JUSTIFICATION SHEET: Please provide a detailed explanation of why the Employer will not have any new hires on the Project.

J.7 ATTACHMENT

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Office of the Chief Financial Officer

Office of Tax and Revenue



TAX CERTIFICATION AFFIDAVIT

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

Date

**Name of Organization/Entity
Business Address (include zip code)
Business Phone Number(s)**

**Principal Officer Name and Title
Square and Lot Information
Federal Identification Number
Contract Number
Unemployment Insurance Account No.**

"I hereby authorize the District of Columbia, Office of the Chief Financial Officer, Office of Tax and Revenue; consent to release my tax information to an authorized representative of the District of Columbia agency from which I am seeking to enter into a contractual relationship. I understand that the information released under this consent will be limited to whether or not I am in compliance with the District of Columbia tax laws and regulations as of the date found on the government request. I understand that this information is to be used solely for the purpose of determining my eligibility to enter into a contractual relationship with a District of Columbia agency. I further authorize that this consent be valid for one year from the date of this authorization."

I hereby certify that I am in compliance with the applicable tax filing and payment requirements of the District of Columbia.

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

Signature of Authorizing Agent

Title

J.8 ATTACHMENT

**OFFICE OF CONTRACTING AND PROCUREMENT
 BIDDER/OFFEROR CERTIFICATION FORM**

COMPLETION

The person(s) completing this form must be knowledgeable about the bidder's/offeror's business and operations.

RESPONSES

Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.

GENERAL INSTRUCTIONS

This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.

SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION

Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).

PART 1: BIDDER/OFFEROR INFORMATION

Legal Business Entity Name:	Solicitation #:	
Address of the Principal Place of Business (street, city, state, zip code)	Telephone # and ext.:	Fax #:
Email Address:	Website:	

Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).

Type:	Name:	EIN:	Status:

1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):

<input type="checkbox"/> Corporation (including PC)	Date of Incorporation:
<input type="checkbox"/> Joint Venture	Date of Organization:
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:
<input type="checkbox"/> Nonprofit Organization	Date of Organization:
<input type="checkbox"/> Partnership (including LLP, LP or General)	Date of Registration or Establishment:
<input type="checkbox"/> Sole Proprietor	How many years in business?:
<input type="checkbox"/> Other	Date established?:

If "Other," please explain:

1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia? Yes No

If "No" to Subpart 1.2, provide the jurisdiction where the bidder's/offeror's business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District, or provide an explanation if the documents are not available.

State _____ Country _____

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award; or
- (b) Explain its exemption from the requirement.

PART 2: INDIVIDUAL RESPONSIBILITY

Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:	
2.1 Been sanctioned or proposed for sanction relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 2.	
PART 3: BUSINESS RESPONSIBILITY	
Within the past five (5) years, has the bidder/offeror:	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) Any business-related activity; or	
(b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified or proposed for disqualification on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
3.8 Been suspended, cancelled, terminated or found non-responsible on any government contract, or had a surety called upon to complete an awarded contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 3.	
PART 4: CERTIFICATES AND LICENSES	
Within the past five (5) years, has the bidder/offeror:	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of any Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
PART 5: LEGAL PROCEEDINGS	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No

5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed by a government entity over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file a tax return or pay taxes required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror failed to comply with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether the bidder/offeror owes any outstanding debt to any state, federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: RESPONSE UPDATE REQUIREMENT	
7.1 In accordance with the requirement of Section 302(c) of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section 1 of this form during the term of this contract:	
(a) Within sixty (60) days of a material change to a response; and	
(b) Prior to the exercise of an option year contract.	
PART 8: FREEDOM OF INFORMATION ACT (FOIA)	

8.1 Indicate whether the bidder/offeror asserts that any information provided in response to a question in Section I is exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (The District will determine whether such information is, in fact, exempt from FOIA at the time of request for disclosure under FOIA.)

Yes No

SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS

Instructions for Section II: Section II contains four (4) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements. Part 4 relates to First Source requirements.

PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT

The bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

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

(a) _____

(b) _____

PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS

The bidder/offeror certifies that:

2.1 The signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) The contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal; or
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

2.2 The signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

(a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or

(b) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

[Insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the bidder's/offeror's organization]

(i) As an authorized agent, certifies that the principals named in subparagraph 2.2(b) above have not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and

(ii) As an agent, has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

PART 3: EQUAL OPPORTUNITY OBLIGATIONS

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

PART 4: FIRST SOURCE OBLIGATIONS

4.1 I hereby certify that I am fully aware of the requirements of the Workforce Intermediary Establishment and Reform of the First Source Amendment Act of 2011 (D.C. Law 19-84), and agree to enter into a First Source Employment Agreement with the Department of Employment Services if awarded any contract valued at \$300,000 or more which receives funds or resources from the District, or funds or resources which, in accordance with a federal grant or otherwise, is administered by the District government.

4.2 I certify that the Initial Employment Plan submitted with my bid or proposal is true and accurate.

SECTION III. BUY AMERICAN ACT CERTIFICATION

Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

PART 1: BUY AMERICAN ACT COMPLIANCE

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

SECTION IV. CERTIFICATION

Instruction for Section IV: This section must be completed by all bidder/offerors.

I, [_____], as the person authorized to sign these certifications, hereby certify that the information provided in this form is true and accurate.

Name [Print and sign]:	Telephone #:	Fax #:
_____	_____	_____
Title:	Email Address:	
_____	_____	

Date: _____

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.

J.10 ATTACHMENT

SUBCONTRACTING PLAN

PRIME CONTRACTOR INFORMATION:

Company: _____ Street Address: _____ City & Zip Code: : _____ Phone Number: _____ Fax: _____ Email Address: _____	Solicitation Number: _____ Contractor's Tax ID Number: _____ Caption of Plan: _____ _____ Duration of the Plan: From _____ to _____ Total Prime Contract Value: \$ _____ Amount of Contract (excluding the cost of materials, goods, supplies and equipment) \$ _____ Amount of all Subcontracts: \$ _____ LSDBE Total: \$ _____ equals _____ % <div style="text-align: center;"> LSDBE Subcontract Value Percentage Set Aside </div>
Project Name: _____ Address: _____ _____ Project Descriptions: _____ _____ _____	

(List each subcontractor at any tier that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ 1st, 2nd, 3rd			Point of Contact: _____ Name (Print) Contact Telephone Number: _____ Fax Number: _____ Email Address: _____							
LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; border-collapse: collapse; margin-left: 10px;"> <tr> <td style="padding: 2px;">SBE:</td> <td style="padding: 2px;">LBE:</td> <td style="padding: 2px;">DBE:</td> <td style="padding: 2px;">DZE:</td> <td style="padding: 2px;">ROB:</td> <td style="padding: 2px;">LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:		
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CERTIFICATIONS

The prime contractor shall attach a **notarized** statement including the following:

- a. A **description of the efforts** the prime contractor will make to ensure that LBEs, DBEs, ROBs, SBEs, LRBs, or DZEs will have an equitable opportunity to compete for subcontracts;
- b. In all subcontracts that offer **further subcontracting opportunities**, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- c. **Assurances** that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of **compliance** by the prime contractor with the subcontracting plan;
- d. Listing of the **type of records** the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and include assurances that the prime contractor will make such records available for review upon the District's request; and
- e. A description of the prime contractor's recent efforts to **locate LBEs, DBEs, SBEs, DZEs, LRBs, and ROBs, and to award subcontracts to them.**

PERSON PREPARING THE SUBCONTRACTING PLAN:

Name: _____ (Print) Telephone Number: () _____ - _____ Fax Number: () _____ - _____ Email Address: _____	Signature: _____ Title: _____ Date: _____
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FOR CONTRACTING OFFICER USE ONLY

Date Plan Received by Contracting Officer: _____		
Report: <input type="checkbox"/> Acceptable <input type="checkbox"/> Not Acceptable	Contract Number: _____	
Name & Title of Contracting Officer	Signature	Date

(List each subcontractor that will be awarded a subcontract to meet your total set aside goal.)

SUBCONTRACTOR INFORMATION: (use continuation sheet for additional subcontracts)

Name	Address & Telephone No.	Type of Work	NIGP Code(s)	Description of Work						
Total Amount Set Aside: \$ _____ Percentage of Total Set Aside Amount : _____ % Tier: : _____ <small>1st, 2nd, 3rd</small> LSDBE Certification Number: _____ Certification Status: (check all that apply) <table border="1" style="display: inline-table; vertical-align: middle;"> <tr> <td>SBE:</td> <td>LBE:</td> <td>DBE:</td> <td>DZE:</td> <td>ROB:</td> <td>LRB:</td> </tr> </table>			SBE:	LBE:	DBE:	DZE:	ROB:	LRB:	Point of Contact: _____ <small>Name (Print)</small> Contact Telephone Number: _____ Fax Number: _____ Email Address: _____	
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SUBCONTRACTOR INFORMATION:

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