

**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 83	
		3. CONTRACT NUMBER:	
		4. SOLICITATION NUMBER: RM-15-HCA-SATS-000-XXX-BY4-CPS	
		5. DATE ISSUED: WEDNESDAY, JUNE 11, 2014 (OPEN CONTINUOUSLY)	
		6. FIRST REVIEW DEADLINE: FRIDAY, JULY 2, 2014 @2:00PM (EST) SECOND REVIEW DEADLINE: FRIDAY, NOVEMBER 21, 2014 @2:00PM (EST)	
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:	
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 April 30, 2014 to provide Substance Abuse Treatment Services (SATS) and supports utilizing a HCA. Eligible Substance Abuse Providers shall have achieved a status of being a Certified Substance Abuse Provider for DBH with an Active designation in Good Standing. Pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06) allows for the ability to be a Substance Abuse Provider. The use of the term "Contract" in this document refers to a Human Care Agreement that has been awarded by the District. The terms Provider and Contractor are used interchangeably.

B.2 ORDERING PROCEDURES

B.2.1 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this 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.

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

B.3 SERVICE RATES

The Rate of Payment for services rendered in accordance with a Purchase Order shall be at the Rates contained in Section B.5, Pricing Schedules, 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

(A)	(B)	(C)	(E)	(F)
CONTRACT LINE ITEM (CLIN)	Services	Code	Unit	Price
0001A	Diagnostic Assessment – Community Based (Level I, II & III) - Section C.4.6.1 (a)	H0001HF	Occurrence	\$425.00
0001B	Diagnostic Assessment – Ongoing – Modify TX Plan (Level I, II & III)- Section C.4.6.1 (b)	H000TS	Occurrence	\$385.00
0001C	Diagnostic Assessment – In-depth Exam – Youth (Level I, II & III) - Section C.4.6.1 (a)	H0001HA	Occurrence	\$240.00
0001D	Diagnostic Assessment - Ongoing Follow-up - Youth (Level I, II & III) - Section C.4.6.1 (b)	H0001HATS	Occurrence	\$85.00
0001E	Counseling Group (Level I, II & III) - Section C.4.6.2 (a)	H0005	15 minutes	\$10.45
0001F	Counseling Group – Psycho-educational (Level I, II & III) - Section C.4.6.2 (b)	H2027	15 minutes	\$3.51
0001G	Counseling Group – Psycho-educational (HIV) (Level I, II & III) - Section C.4.6.2 (c)	H2027V8	15 minutes	\$3.51
0001H	Counseling Group – Behavioral Health Therapy (Level I, II & III) - Section C.4.6.2 (d)	H0004	15 minutes	\$20.31
0001I	Counseling – Family with Client (Level I, II & III) - Section C.4.6.2 (e)	H0004HR	15 minutes	\$20.31
0000J	Counseling – Family without Client (Level I, II & III) - Section C.4.6.2 (f)	H0004HS	15 minutes	\$20.31
0001K	Case Management (Level I, II & III) – Section C.4.6.3)	H0006	15 minutes	\$20.02
0001L	Case Management (HIV) (Level I, II & III) (Section C.4.6.3)	H0006V8	15 minutes	\$20.02
0001M	Breathalyzer and Specimen Collection (Level I, II & III) (Section C.4.6.4)	H0048	Per Unit	\$8.80
0001N	Treatment Planning (Level I & II) (Section C.4.6.5)	T1007	15 minutes	\$22.00
0001O	Treatment Planning – Complex IP (Level III) (Section C.4.6.5)	T1007TG	15 minutes	\$24.00
0001P	Crisis Intervention (Level I, II & III) (Section C.4.6.6)	H0007HF	15 minutes	\$33.57 \$33.57

*Human Care Agreement (HCA) Solicitation
 Substance Abuse Treatment Services (SATS)
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 Levels I, II & III for Adults and Youths*

0001Q	Medication Management – Adult (Level I, II & III) (Section C.4.6.7)	H0016HF	15 minutes	\$35.72
0001R	Medication Management – Youth (Level I, II & III)(Section C.4.6.7)	H0016HAHF	15 minutes	\$38.96
0001S	Intensive Outpatient – All Inclusive (Level II only) (Section C.4.6.8 ____)	H0015	Per ½ day	\$74.25

 Print Company Name

 Print Name of Person Authorized to Sign

 Signature of Person Authorized to Sign

 Date

B.5 SCHEDULE B - PRICING SCHEDULE

B.5.2 Pricing Schedule - Option Year One

(A)	(B)	(C)	(E)	(F)
CONTRACT LINE ITEM (CLIN)	Services	Code	Unit	Price
1001A	Diagnostic Assessment – Community Based (Level I, II & III) - Section C.4.6.1 (a)	H0001HF	Occurrence	\$425.00
1001B	Diagnostic Assessment – Ongoing – Modify TX Plan (Level I, II & III) - Section C.4.6.1 (b)	H000TS	Occurrence	\$385.00
1001C	Diagnostic Assessment – In-depth Exam – Youth (Level I, II & III) - Section C.4.6.1 (a)	H0001HA	Occurrence	\$240.00
1001D	Diagnostic Assessment – Ongoing Follow-up – Youth (Level I, II & III)- Section C.4.6.1 (b)	H0001HATS	Occurrence	\$85.00
1001E	Counseling Group (Level I, II & III) (Section C.4.6.2 (a))	H0005	15 minutes	\$10.45
1001F	Counseling Group – Psycho-educational (Level I, II & III) - Section C.4.6.2 (b)	H2027	15 minutes	\$3.51
1001G	Counseling Group – Psycho-educational (HIV) (Level I, II & III) - Section C.4.6.2 (c)	H2027V8	15 minutes	\$3.51
1001H	Counseling Group – Behavioral Health Therapy (Level I, II & III) - Section C.4.6.2 (d)	H0004	15 minutes	\$20.31
1001I	Counseling – Family with Client (Level I, II & III) - Section C.4.6.2 (e)	H0004HR	15 minutes	\$20.31
1000J	Counseling – Family without Client (Level I, II & III) - Section C.4.6.2 (f)	H0004HS	15 minutes	\$20.31
1001K	Case Management (Level I, II & III) - Section C.4.6.3	H0006	15 minutes	\$20.02
1001L	Case Management (HIV) (Level I, II & III) - Section C.4.6.3	H0006V8	15 minutes	\$20.02
1001M	Breathalyzer Specimen Collection (Level I, II & III) - Section C.4.6.4	H0048	Per Unit	\$8.80
1001N	Treatment Planning (Level I & II) - Section C.4.6.5	T1007	15 minutes	\$22.00
1001O	Treatment Planning – Complex IP (Level III) - Section C.4.6.5	T1007TG	15 minutes	\$24.00
1001P	Crisis Intervention (Level I, II & III) - Section C.4.6.6	H0007HF	15 minutes	\$33.57

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1001Q	Medication Management – Adult (Level I, II & III) - Section C.4.6.7	H0016HF	15 minutes	\$35.72
1001R	Medication Management – Youth (Level I, II & III) - Section C.4.6.7	H0016HAHF	15 minutes	\$38.96
1001S	Intensive Outpatient – All Inclusive (Level II only) - Section C.4.6.8	H0015	Per ½ Day	\$74.25

 Print Business Name

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B.5 SCHEDULE B - PRICING SCHEDULE

B.5.3 Pricing Schedule - Option Year Two

(A)	(B)	(C)	(E)	(F)
CONTRACT LINE ITEM (CLIN)	Services	Code	Unit	Price
2001A	Diagnostic Assessment – Community Based (Level I, II & III) - Section C.4.6.1 (a)	H0001HF	Occurrence	\$425.00
2001B	Diagnostic Assessment – Ongoing – Modify TX Plan (Level I, II & III) Section C.4.6.1 (b)	H000TS	Occurrence	\$385.00
2001C	Diagnostic Assessment – In-depth Exam – Youth (Level I, II & III) - Section C.4.6.1 (a)	H0001HA	Occurrence	\$240.00
2001D	Diagnostic Assessment – Ongoing Follow-up – Youth (Level I, II & III) Section C.4.6.1 (b)	H0001HATS	Occurrence	\$85.00
2001E	Counseling Group (Level I, II & III) – Section C.4.6.2 (a)	H0005	15 minutes	\$10.45
2001F	Counseling Group – Psycho-educational (Level I, II & III) Section C.4.6.2 (b)	H2027	15 minutes	\$3.51
2001G	Counseling Group – Psycho-educational (HIV) (Level I, II & III) - Section C.4.6.2 (c)	H2027V8	15 minutes	\$3.51
2001H	Counseling Group – Behavioral Health Therapy (Level I, II & III) - Section C.4.6.2 (d)	H0004	15 minutes	\$20.31
2001I	Counseling – Family with Client (Level I, II & III) - Section C.4.6.2 (e)	H0004HR	15 minutes	\$20.31
2000J	Counseling – Family without Client (Level I, II & III) - Section C.4.6.2 (f)	H0004HS	15 minutes	\$20.31
2001K	Case Management (Level I, II & III) - Section C.4.6.3	H0006	15 minutes	\$20.02
2001L	Case Management (HIV) (Level I, II & III) Section C.4.6.3	H0006V8	15 minutes	\$20.02
2001M	Breathalyzer and Specimen Collection (Level I, II & III) - Section C.4.6.4	H0048	Per Unit	\$8.80
2001N	Treatment Planning (Level I & II) - Section C.4.6.5	T1007	15 minutes	\$22.00
2001O	Treatment Planning – Complex IP (Level III) - Section C.4.6.5	T1007TG	15 minutes	\$24.00

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2001P	Crisis Intervention (Level I, II & III) - Section C.4.6.6	H0007HF	15 minutes	\$33.57
2001Q	Medication Management – Adult (Level I, II & III) - Section C.4.6.7	H0016HF	15 minutes	\$35.72
2001R	Medication Management – Youth (Level I, II & III) - Section C.4.6.7	H0016HAHF	15 minutes	\$38.96
2001S	Intensive Outpatient – All Inclusive (Level II only) - Section C.4.6.8	H0015	Per ½ Day	\$74.25

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B.5 SCHEDULE B - PRICING SCHEDULE

B.5.4 Pricing Schedule – Option Year Three

(A)	(B)	(C)	(E)	(F)
CONTRACT LINE ITEM (CLIN)	Services	Code	Unit	Price
3001A	Diagnostic Assessment – Community Based (Level I, II & III) - Section C.4.6.1 (a)	H0001HF	Occurrence	\$425.00
3001B	Diagnostic Assessment – Ongoing – Modify TX Plan (Level I, II & III) Section C.4.6.1 (b)	H000TS	Occurrence	\$385.00
3001C	Diagnostic Assessment – In-depth Exam – Youth (Level I, II & III) - Section C.4.6.1 (a)	H0001HA	Occurrence	\$240.00
3001D	Diagnostic Assessment – Ongoing Follow-up – Youth (Level I, II & III) - Section C.4.6.1 (b)	H0001HATS	Occurrence	\$85.00
3001E	Counseling Group (Level I, II & III) - Section C.4.6.2 (a)	H0005	15 minutes	\$10.45
3001F	Counseling Group – Psycho-educational (Level I, II & III) - Section C.4.6.2 (b)	H2027	15 minutes	\$3.51
3001G	Counseling Group – Psycho-educational (HIV) (Level I, II & III) - Section C.4.6.2 (c)	H2027V8	15 minutes	\$3.51
3001H	Counseling Group – Behavioral Health Therapy (Level I, II & III) Section C.4.6.2 (d)	H0004	15 minutes	\$20.31
3001I	Counseling – Family with Client (Level I, II & III) - Section C.4.6.2 (e)	H0004HR	15 minutes	\$20.31
3000J	Counseling – Family without Client (Level I, II & III) - Section C.4.6.2 (f)	H0004HS	15 minutes	\$20.31
3001K	Case Management (Level I, II & III) - Section C.4.6.3	H0006	15 minutes	\$20.02
3001L	Case Management (HIV) (Level I, II & III) Section C.4.6.3	H0006V8	15 minutes	\$20.02
3001M	Breathalyzer and Specimen Collection (Level I, II & III) - Section C.4.6.4	H0048	Per Unit	\$8.80
3001N	Treatment Planning (Level I & II) - Section C.4.6.5	T1007	15 minutes	\$22.00
3001O	Treatment Planning – Complex IP (Level III) - Section C.4.6.5	T1007TG	15 minutes	\$24.00
3001P	Crisis Intervention (Level I, II & III) -		15 minutes	

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	Section C.4.6.6	H0007HF		\$33.57
3001Q	Medication Management – Adult (Level I, II & III) - Section C.4.6.7	H0016HF	15 minutes	\$35.72
3001R	Medication Management – Youth (Level I, II & III) - Section C.4.6.7	H0016HAHF	15 minutes	\$38.96
3001S	Intensive Outpatient – All Inclusive (Level II only) - Section C.4.6.8	H0015	Per ½ Day	\$74.25

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B.5 SCHEDULE B - PRICING SCHEDULE

B.5.5 Pricing Schedule - Option Year Four

(A)	(B)	(C)	(E)	(F)
CONTRACT LINE ITEM (CLIN)	Services	Code	Unit	Price
4001A	Diagnostic Assessment – Community Based (Level I, II & III) - Section C.4.6.1 (a)	H0001HF	Occurrence	\$425.00
4001B	Diagnostic Assessment – Ongoing – Modify TX Plan (Level I, II & III) - Section C.4.6.1 (b)	H000TS	15 minutes	\$385.00
4001C	Diagnostic Assessment – In-depth Exam – Youth (Level I, II & III) - Section C.4.6.1 (a)	H0001HA	15 minutes	\$240.00
4001D	Diagnostic Assessment – Ongoing Follow-up – Youth (Level I, II & III) - Section C.4.6.1 (b)	H0001HATS	15 minutes	\$85.00
4001E	Counseling Group (Level I, II & III) - Section C.4.6.2 (a)	H0005	15 minutes	\$10.45
4001F	Counseling Group – Psycho-educational (Level I, II & III) - Section C.4.6.2 (b)	H2027	15 minutes	\$3.51
4001G	Counseling Group – Psycho-educational (HIV) (Level I, II & III) - Section C.4.6.2 (c)	H2027V8	15 minutes	\$3.51
4001H	Counseling Group – Behavioral Health Therapy (Level I, II & III) - Section C.4.6.2 (d)	H0004	15 minutes	\$20.31
4001I	Counseling – Family with Client (Level I, II & III) - Section C.4.6.2 (e)	H0004HR		\$20.31
4000J	Counseling – Family without Client (Level I, II & III) - Section C.4.6.2 (f)	H0004HS		\$20.31
4001K	Case Management (Level I, II & III) - Section C.4.6.3	H0006	15 minutes	\$20.02
4001L	Case Management (HIV) (Level I, II & III) - Section C.4.6.3	H0006V8	15 minutes	\$20.02
4001M	Breathalyzer and Specimen Collection (Level I, II & III) - Section C.4.6.4	H0048	15 minutes	\$8.80
4001N	Treatment Planning (Level I & II) - Section C.4.6.5	T1007	1 day (at least 3 hours)	\$22.00
4001O	Treatment Planning – Complex IP		1 day (at	\$24.00

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	(Level III) - Section C.4.6.5	T1007TG	least 3 hours)	
4001P	Crisis Intervention (Level I, II & III) - Section C.4.6.6	H0007HF	15 minutes	\$33.57
4001Q	Medication Management – Adult (Level I, II & III) - Section C.4.6.7	H0016HF	15 minutes	\$35.72
4001R	Medication Management – Youth (Level I, II & III) - Section C.4.6.7	H0016HAHF	15 minutes	\$38.96
4001S	Intensive Outpatient – All Inclusive (Level II only) - Section C.4.6.7	H0015	Per ½ Day	\$74.25

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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 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 to Providers and ordered by DBH by means of Purchase Orders issued under this Human Care Agreement.

C.2 DEFINITIONS

- C.2.1 American Society of Addiction Medicine (ASAM)** - is a professional society representing over 3,000 physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with addictions.
- C.2.2 District's Automated Treatment Accounting (DATA) system** - It is the District's electronic Health Record and Referral System. In addition to referring it is the official record of service of clients in need of Substance Abuse Treatment Services.
- C.2.3 CMS** - the Center for Medicare and Medicaid Services formerly the Health Care Financing Administration (HCFA)
- C.2.4 Certification** - the written authorization from DBH allowing an entity to provide specified mental health services and mental health supports.
- C.2.5 Clients** – Adults and youth who seek or receive Substance Abuse Treatment Services or support funded or regulated by DBH
- C.2.6 Reserved**
- C.2.7 Co-occurring Capable** - the capacity of a Substance Abuse, mental health, or dually licensed program to design its policies, procedures, screening, assessment, program content, treatment planning, discharge planning, interagency relationships, and staff competencies to, at a minimum, coordinate integrated co-occurring disorder services to individuals and families who present for care within the context of the program's mission, design, licensure, and resources.
- C.2.8 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.2.9 Crisis Intervention** - an immediate short-term substance use disorder treatment approach that assists a beneficiary to resolve a personal crisis that significantly jeopardizes treatment, recovery progress, health, or safety.
- C.2.10 DSM-IV-TR** - The most recent version of the Diagnostic and Statistical Manual of Mental Disorders. D.C. Official Code § 7-1131.02 (9).
- C.2.11 Day Treatment** - a comprehensive package of services and structured activities provided consistent with patient's treatment plan which is designed to achieve and promote recovery from substance abuse/dependency and is provided in a supervised substance-free facility that provides for a minimum of five (5) visits per week for five (5) hours per day.
- C.2.12 Detoxification** - a program designed to achieve systematic reduction in the degree of physical dependence on alcohol or drugs.
- C.2.13 Diagnostic Assessment** - An Assessment Diagnostic may be (1) Initial; (2) Comprehensive; (3) Ongoing; or (4) Brief. Initial, Comprehensive, and Ongoing Assessment Diagnostic Services include the Development and Refinement of Treatment Plans in addition to providing referrals. A brief Assessment Diagnostic may be used for minor updates to a Beneficiary's Diagnosis or Treatment Plan prior to transfer into a different level of care as indicated by progress with ASARS Treatment. A brief Assessment Diagnostic may also be used as a pre-screening for hospitalization and for acute changes that require an immediate response.
- C.2.14 Evidence-Based Practice** - A 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.2.15 Human Care Agreement** - the written agreement entered into by the DBH - certified Substance Abuse Treatment Service Provider and DBH which describes how the parties shall work together.
- C.2.16 Individual Treatment Plan (ITP)** - Is a 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.2.17 Intensive Out Patient Program** - Structured, intensive and coordinated acute treatment program that serves as an alternative to Acute Inpatient Treatment or as a step-down service from Inpatient Care, rendered by an inter-disciplinary team to provide stabilization of Substance Use Disorders Psychiatric Impairments. Its duration is time-limited rendered in half day increments with the minimum of 9 treatment hours up to 19 treatment hours of clinical service per week. Services include Group, psycho-educational group, individual counseling, case management, clinical care coordination and other core services.
- C.2.18 Medication Assisted Treatment (MAT)** - is the use of pharmacotherapy as one element of treatment for opiate or other forms of dependence. MAT includes medication dosing used in conjunction with substance abuse counseling
- C.2.19 Medication Management** - medical interventions, including physical examinations, prescription, supervision or administration of mental health related medications, monitoring and interpreting the results of laboratory diagnostic procedures related to mental health-related medications, and medical interventions needed for effective mental health treatment provided as either an individual or group intervention.
- C.2.20 Medicaid or Medical Assistance** - the program described in the District State Medicaid Plan, approved by HCFA and administered by the MAA pursuant to District Code § 1-359(b) and Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. § 1396a *et seq.*).
- C.2.22 National Registry of Evidence-based Programs and Practices (NREPP)** - is a 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.2.22** **Provider** - an 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.2.23** **Social Security Act** - 49 Stat. 620 (1935); 42 U.S.C. § 301, *et seq.*, as amended

- C.2.24** **Subcontractor Agreement** - an agreement in the form approved by the Department by and between a DBH Provider and a Subcontractor that describes how they shall work together to benefit Clients.

- C.2.25** **Subprovider** - an entity certified by the Department to provide one or more Core Service(s) through an Affiliation Agreement with a Core Elements.

- C.2.26** **Substance Abuse and Mental Health Services Administration (SAMHSA)** – Is a federal agency responsible for decreasing the impact of substance abuse and mental disorders

- C.2.27** **Substance Abuse/Substance Use Disorder** - is a disorder in which the use of one or more substances leads to a clinically significant impairment or distress (These terms are used interchangeably)

- C.2.28** **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 22A, Chapter 62,	Reimbursement Rates for Services Provided by the Department of Behavioral Health Certified Substance Abuse Providers	2014
3	DCMR, Title 29, Chapter 23	Certification Standards For Substance Abuse Treatment Facilities And Programs	2014
4	DCMR, Title 29, Chapter 24	Substance Abuse Provider Certification Infractions	2005

5	DBH Policy #: 716.3	Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth	2013
6	DBH Policy #: 716.4	Criminal Background and Traffic Record Check Program	2013
7	Title VI, 42 U.S.C. § 2000d <i>et seq.</i>	Civil Rights Act of 1964	1964
8	29 U.S.C. §794	Rehabilitation Act of 1973, Section 504	1973
9	42 CFR, Part 2	Confidentiality of Alcohol and Drug Abuse Patient Records	1990
10	42 U.S.C. §§ 12101 <i>et seq.</i>	Americans With Disabilities Act of 1990 (ADA), Title II, as amended	2001
11	20 U.S.C. §§ 1400 <i>et seq.</i>	Individuals with Disabilities Education Act (IDEA), as amended	2001
12	29 U.S.C. §§ 791 <i>et seq.</i>	Rehabilitation Act of 1973, Section 504, as amended	2001
13	31 U.S.C § 3729-3733 <i>et seq.</i>	False Claims Act, as amended	2001
14	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 The Provider shall provide 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.

C.4.2 The Provider shall ensure that all Clients are connected in community services that shall help promote long term recovery prior to discharge.

C.4.3 The Provider shall ensure that all Clients have an Individual Treatment Plan (ITP) and a Relapse/Relapse Prevention Plan.

C.4.4 The Provider shall ensure every client receives Clinical Care Coordination (CCC).

C.4.5 The Provider shall be certified to provide Substance Abuse Treatment Services according to the following levels of care:

- a) Level I - (Basic Outpatient) (1 to 8 hours of Out-Patient)
- b) Level I - (Narcotic/Opioid (1 to 5 hours of Out-Patient)
- c) Level II - (Intensive Outpatient) (9 to 19 hours of Out-Patient; and
- d) Level III - (Sub-Acute Non-Hospital Medically Monitored Detoxification, Non-Hospital Residential Treatment Programs, Day Treatment/Partial Hospitalization Programs (20 or more hours).

C.4.6 The Provider at a minimum must be capable of providing Level I – Basic Outpatient Substance Abuse Treatment Services.

C.4.7 The Provider must be equipped to provide, at a minimum, services pursuant to the following core elements:

C.4.7.1 Diagnostic Assessment

Shall be performed on all Clients in accordance with the following categories. The Providers evidence-based assessment tool shall be approved by the COTR and shall be administered to all new clients within ten (10) days of admission.

a) **Community based (adults) and in-depth exam (youth):**

A diagnostic assessment (adult and youth) that determines the Client's Bio-psycho-social history along with specific risk factors which present impairments with the clients social functioning. In addition, this assessment includes the development of the initial treatment plan.

b) **Ongoing modified treatment plan (adults) and ongoing follow-up (youth):**

A follow-up assessment for both adults and youth which reassess a client's risk factors and determines the need for continuing treatment. In addition, this assessment includes the development of a modified treatment plan;

C.4.7.2 Counseling

a) **Counseling Group:**

A facilitation of individual disclosure that permits generalization of the issue to the larger group. The service develops motivation and action by group members through structured confrontation and constructive feedback. These objectives are carried out primarily through the use of the group process to facilitate shared learning and exploration of members' behaviors.

b) **Counseling Group- Psycho-educational:**

Group session facilitated for the purpose of presenting didactic materials to Clients (through lecture, audio-visual presentations, handouts, etc.) as well as a discussion of information presented and a demonstration of its relevance to recovery and individual functioning.

c) **Counseling Group- Psycho-educational (HIV):**

Parameters of this service are identical to the general Psycho-educational. However, services rendered are specifically to document mandatory HIV/STD/Infectious Disease education. Clients are not required to have one of these conditions in order to receive this service.

d) **Counseling On-site - Behavioral Health Therapy:**

A face-to-face interaction between a Client and an authorized staff member for the purpose of supporting the Client's recovery. The session may include, but is not limited to: exploration of an identified problem and its impact on individual

functioning, examination of attitudes and feelings, identification and consideration of alternatives and structured problem-solving.

e) **Counseling Family with Client:**

A face-to-face interaction between a family unit (with the identified Client present) as identified by the Client and a qualified practitioner for the purpose of exploring, identifying and resolving issues that have affected the family unit (and concern persons) as a result of the Clients Substance Use Disorder. The session may include, but is not limited to: exploration of an identified problem and its impact on family functioning, examination of attitudes and feelings, identification and consideration of alternatives with structured problem-solving.

f) **Counseling Family without Client:**

A face-to-face interaction between a family unit (without the identified Client present) as identified by the Client and a qualified practitioner for the purpose of exploring, identifying and resolving issues that have affected the family unit (and concern persons) as a result of the Clients Substance Use Disorder. The session may include, but is not limited to: exploration of an identified problem and its impact on family functioning, examination of attitudes and feelings, identification and consideration of alternatives with structured problem-solving.

C.4.7.3 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.4.7.4 Breathalyzer and Specimen Collection

Collection of specimens for alcohol/drug analysis is dependent on obtaining what type of biological sample. This service is for the collection of and handling of Breathalyzer and Urine specimens. The handling of specimens requires a chain of custody from the point of collection throughout the analysis process to ensure the integrity of the specimen.

C.4.7.5 Treatment Planning and Treatment Planning -Complex IP

The Treatment Plan is a coordinated plan of intervention that is targeted towards accomplishing emotional, psychological and behavioral change using the principles or standards in the field of Substance Use Disorders. This service is performed by a qualified practitioner as identified in title 29 chapter 23 of the DCMR. The review shall assess the progress, activities, and objectives of

each goal. Revisions are made to the Treatment Plan in the best interest of the Client continuing to move towards collaboratively determined health and wellness goals.

C.4.7.6 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.4.7.7 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.4.7.8 Intensive Outpatient

All inclusive compilation of standard clinical services commonly used to treat Substance Use Disorders. These services are rendered in half day increments with the minimum of 9 treatment hours up to 19 treatment hours of clinical service per week. Services include Group, psycho-educational group, individual counseling, case management, clinical care coordination, and other core services.

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 an organized system of record keeping ensuring confidentiality of client information that are consistent with Title 29, Chapter 23 of the DCMR, 42 CFR and HIPAA requirements;
- b) Retain qualified practitioners who are eligible to provide Substance Abuse Treatment services in accordance with Title 29, Chapter 23;
- c) 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;

- d) Provide evidence of a Certificate of Occupancy from the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) for use as a Substance Abuse Treatment Facility;
- e) Conduct Federal Bureau of Investigation (FBI) Criminal Background Checks to ensure that staff 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** Within Ninety (90) days of the Effective Date of the first Purchase order issued, the Provider shall utilize a nationally-recognized, widely used Evidence-Based Practice (EBP) to promote a treatment program offered by the Provider. The Provider shall notify, in writing, the COTR of the EBP utilized by the Provider. In addition, the Provider shall collect and report data to DBH on a Semi-Annual Basis demonstrating fidelity to the EBP.
- C.5.15** 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 Substance Abuse Treatment Services (SATS) 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 SATS Providers shall have the opportunity to comment on the new Certification Chapter, however all SATS 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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PACKAGING AND MARKING

Not Applicable to this Human Care Agreement

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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://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard Contract Provisions 0307.pdf](http://www.ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)
- 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 Treatment Services.

*Human Care Agreement (HCA) Solicitation
Substance Abuse Treatment Services (SATS)
RM-15-HCA-SATS-000-XXX-BY4-CPS
Levels I, II & III for Adults and Youths*

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) Any report required by this Agreement;
 - c) Evidence of insurance coverage required by this Agreement;
 - d) Claims shall be submitted in the specified electronic format; and

- e) 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.1.1 Claims Payment

G.1.1.1 DBH, through the Memorandum of Understanding Between Department of Health Care Finance (DHCF) and Department of Behavioral Health, has been delegated the authority to reimburse providers of ASARS services in accordance with federal and District laws and rules, and the ASARS State Plan Amendment (SPA), effective as of March 17, 2012.

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

- (a) Federal Financial Participation (FFP): Claims for the federal share of expenditures for ASARS services shall be adjudicated and reimbursed to the Provider in accordance with the MOU and the referenced SPA, and District and federal law and rules.
- (b) Local Match: The non-federal share of expenditures for ASARS services of claims adjudicated (Local Match) shall be paid to the Provider for any covered services as described in the Certification Standards and the SPA.

G.1.1.3 The non-federal share shall include any portion of the claim billed at the rate provided in 29 DCMR Chapter 52 or Purchase Orders entered into by and between DBH and the Provider which is not paid by Medicaid, equal to thirty percent (30%) of the total ASARS claim, except if the claim is rejected for cause, including but not limited to claims submitted by fraud, improperly documented claims, untimely claims, or for failure to comply with any requirements of 29 DCMR Chapter 23, 29 DCMR Chapter 91, or in violation of any other provision of District or federal law.

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

G.1.1.5 If a claim is submitted and any portion of the reimbursement amount has been paid by DBH but is subsequently rejected in accordance with in G.1.1.4, above,

any future payment to the Provider by DBH shall be offset by the full amount of the claim.

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

G.1.2 Medicaid-Ineligible Clients

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

G.1.2.2 DBH shall pay to the Provider one hundred percent (100%) of the amount set forth in 29 DCMR Chapter 91, for any ASARS service provided to any Client who is not Medicaid eligible at the time of service, subject to limitations set forth in this Purchase Order. DBH shall reimburse Provider for properly completed claims for ASARS services provided in accordance with the Client's Individual Treatment Plan (ITP), which are submitted to DBH in compliance with DBH claims processing procedures.

G.1.3 Claims Submission Requirements

G.1.3.1 All claims must be submitted electronically using the 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.1.3.2 When a specific service is rendered multiple times in a single day, the service must be billed using multiple units rather than as separate line items.

G.1.3.3 The Authorization 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.1.3.4** Except as otherwise permitted under applicable requirements, ASARS Medicaid shall be reimbursed if submitted at a time which allows the Department to submit such claims to DHCF within 365 days from the date service was rendered.
- G.1.4** Reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information required in Sections G.1 through G.4 of this Agreement.
- G.1.5** Payment from DBH for any covered 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. 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 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 ASARS or within thirty (30) days after another payer has adjudicated a claim for the ASARS. Subject to applicable federal and District laws and regulations, any claim submitted after three hundred and sixty-five (365) days from the date 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 ASARS.
- G.1.8** The Provider understands and agrees that payments for 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 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.1.12 Third Party Liability Recovery

G.1.12.1 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 ASARS to DBH.

G.1.12.2 The Provider shall insure that Medicaid coverage is maintained for all Medicaid-eligible Clients for whom any claim for ASARS is submitted to DBH.

G.1.12.3 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.1.12.4 DBH shall notify the Provider of any reported third party payment sources.

G.1.12.5 The Provider shall verify third party payment sources directly, when appropriate.

G.1.12.6 Payment of District and Federal funds under the District State Medicaid Plan to the Provider shall be conditioned upon the utilization of all benefits available from such payment sources.

G.1.12.7 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 CFO has received the Director/ACCO's final determination or approval of waiver of the Contractor's compliance with the First Source Employment Agreement requirements.

G.3 ASSIGNMENTS

G.3.1 In accordance with 27 DCMR § 3250, unless otherwise prohibited by this 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:

Javon Oliver
Director of Treatment
Department of Behavioral Health
1300 First Street NE
Washington, DC 20002
(202) 727-8940 (office)
(202) 821.3364 (Cell)
(202) 727-0092 (Fax)
Email: Javon.Oliver@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 SubContractors

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

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

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

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

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

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

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

**SECTION H
SPECIAL CONTRACT REQUIREMENTS**

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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 subproviders 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://dmh1.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 subContractor 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://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/Procurement%20-%20Mandatory%20Subcontracting%20Requirements%20%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 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 subContractor 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 at 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 74-285 (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-SATS-000-XXX-BY4-CPS, Signed Amendments by Provider and Waiver of Subcontracting Requirements
- I.14.1.5** Executed Medicaid Provider Agreement
- I.14.1.6** Purchase Order (s) issued under this HCA
- I.14.1.7** 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.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf
J.2	Wage Determination No. 2005-2103 (Revision 13) June 19, 2013 http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=12
J.3	Equal Employment Opportunity (EEO) Policy Statement http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eeo_compliance.pdf
J.4	First Source Agreement http://does.ci.washington.dc.us/does/frames.asp?doc=/does/lib/does/frames/New_FIRSTSOURCE_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.in.dc.gov/ocp/lib/ocp/policies_and_form/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%20209%20Solicitation%20Attachments_form_1900-human-care-qualifications.pdf

*Human Care Agreement (HCA) Solicitation
 Substance Abuse Treatment Services (SATS)
 RM-15-HCA-SATS-000-XXX-BY4-CPS
 Levels I, II & III for Adults and Youths*

Attachment Number	Document
J.10	SubContracting 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%202_9%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 *****

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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-
Offeror%20Certification%20Form%20062413.xlsx)

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-115-HCA-SATS-000-XXX-BY4-CPS, HCA SUBSTANCE ABUSE TREATMENT 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, SubContracting 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 of this 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 AND 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 WEDNESDAY, JULY 2, 2014 at 2:00 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-SATS-000-XXX-BY4-CPS THAT IS 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;
- (a) 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
- (b) 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 OFFERORS

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 (NOT APPLICABLE FOR THIS HCA)

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.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) resumes of key personnel only are encouraged).

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, June 17, 2014 at 11:00 A.M.(EST) in Conference Room 320** at the Department of Behavioral Health, 64 New York Ave., NE, 2nd 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 an 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.

*****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 Substance Abuse Treatment 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

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, 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 (NOT APPLICABLE FOR THIS HCA)

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 RFP.
- M.5.1.4** Any prime Contractor that is a local business enterprise (LBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime Contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime Contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime Contractor that is a veteran-owned business (VOB) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime Contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD shall receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 **Maximum Preference Awarded**

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

M.5.3 Preferences for Certified Joint Ventures

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

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

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

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

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

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

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*****