

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

1. ISSUED BY/ADDRESS OFFER TO:  <b>DISTRICT OF COLUMBIA DEPARTMENT OF MENTAL HEALTH CONTRACTS AND PROCUREMENT SERVICES (CPS) 64 NEW YORK AVENUE, NE, 2ND FLOOR WASHINGTON, DC 20002</b>		2. PAGE OF PAGES: <b>1 of 81</b>	
		3. CONTRACT NUMBER: <b>RM-13-RFP-150-MAI TCE-BY04-CPS</b>	
		4. SOLICITATION NUMBER: <b>RM-13-RFP-150-MAI TCE-BY04-CPS</b>	
		5. DATE ISSUED: <b>MONDAY, JULY 22, 2013</b>	
		6. OPENING/CLOSING TIME: <b>MON. JULY 22, 2013/FRIDAY, AUGUST 30, 2013 @2:00PM (EST)</b>	
7. TYPE OF SOLICITATION/CONTRACT: <input type="checkbox"/> SEALED BID <input type="checkbox"/> SINGLE AVAILABLE SOURCE (SAS) <input checked="" type="checkbox"/> REQUEST FOR PROPOSAL (RFP)		8. DISCOUNT FOR PROMPT PAYMENT:	
NOTE: IN SEALED BID SOLICITATION "OFFER AND THE CONTRACTOR" MEANS "BID AND BIDDER"			
10. INFORMATION CALL	NAME: <b>Samuel J. Feinberg, CPPO, CPPB Director, Contracts and Procurement Agency Chief Contracting Officer</b>	TELEPHONE NUMBER: <b>(202) 671-3188</b>	B. E-MAIL ADDRESS: <b>Samuel.Feinberg@dc.gov</b>

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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 DMH under "AWARD" below this offer and the provisions of the RFP shall constitute a Formal Contract. All offers are subject to the terms and conditions contained in the Request for Proposal.

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

**AWARD (To be completed by the DMH)**

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

**SECTION B**

**SUPPLIES OR SERVICES AND PRICE**

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**SECTION B - SUPPLIES OR SERVICE AND PRICE**

**B.1 PURPOSE OF SOLICITATION**

The District of Columbia Department of Mental Health (DMH) is seeking a Contractor (s) to create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the District's Temporary Assistance for Needy Families (TANF) program.

**B.2 CONTRACT TYPE**

The District contemplates award of Fixed Unit Price Contract.

**B.3 PRICE SCHEDULE/COST SCHEDULE**

A Contractor (s) responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Contractor (s) 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.9.1.

**B.4 SCHEDULE B – PRICING SCHEDULE BASE YEAR**

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the District’s Temporary Assistance for Needy Families (TANF) program.				
0001	Executive Director	12	Month	\$	\$
0002	Personnel	12	Month	\$	\$
0003	Recruitment	12	Month	\$	\$
0004	Staff Travel	12	Month	\$	\$
0005	Training	12	Month	\$	\$
0006	Technology Support (BPA)	12	Month	\$	\$
0007	Office Occupancy	12	Month	\$	\$
0008	Administrative/Office Support	12	Month	\$	\$
0009	Telecommunications	12	Month	\$	\$
0010	Office Supplies	12	Month	\$	\$
0011	Administrative Overhead	12	Month	\$	\$
0012	Profit	12	Month	\$	\$
<b>TOTAL BASE YEAR</b>					

\_\_\_\_\_  
 Print Name of Business/Organization

\_\_\_\_\_  
 Print Name of Authorized Personnel

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Personnel

\_\_\_\_\_  
 Title

**B.5 SCHEDULE B – PRICING SCHEDULE OPTION YEAR ONE**

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the District’s Temporary Assistance for Needy Families (TANF) program.				
0001	Executive Director	12	Month	\$	\$
0002	Personnel	12	Month	\$	\$
0003	Recruitment	12	Month	\$	\$
0004	Staff Travel	12	Month	\$	\$
0005	Training	12	Month	\$	\$
0006	Technology Support (BPA)	12	Month	\$	\$
0007	Office Occupancy	12	Month	\$	\$
0008	Administrative/Office Support	12	Month	\$	\$
0009	Telecommunications	12	Month	\$	\$
0010	Office Supplies	12	Month	\$	\$
0011	Administrative Overhead	12	Month	\$	\$
0012	Profit	12	Month	\$	\$
<b>TOTAL OPTION YEAR ONE</b>					

\_\_\_\_\_  
 Print Name of Business/Organization

\_\_\_\_\_  
 Print Name of Authorized Personnel

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Personnel

\_\_\_\_\_  
 Title

**B.6 SCHEDULE B – PRICING SCHEDULE OPTION YEAR TWO**

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the District’s Temporary Assistance for Needy Families (TANF) program.				
0001	Executive Director	12	Month	\$	\$
0002	Personnel	12	Month	\$	\$
0003	Recruitment	12	Month	\$	\$
0004	Staff Travel	12	Month	\$	\$
0005	Training	12	Month	\$	\$
0006	Technology Support (BPA)	12	Month	\$	\$
0007	Office Occupancy	12	Month	\$	\$
0008	Administrative/Office Support	12	Month	\$	\$
0009	Telecommunications	12	Month	\$	\$
0010	Office Supplies	12	Month	\$	\$
0011	Administrative Overhead	12	Month	\$	\$
0012	Profit	12	Month	\$	\$
<b>TOTAL OPTION YEAR TWO</b>					

\_\_\_\_\_  
 Print Name of Business/Organization

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 Print Name of Authorized Personnel

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Personnel

\_\_\_\_\_  
 Title

**B.7 SCHEDULE B – PRICING SCHEDULE OPTION YEAR THREE**

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the District’s Temporary Assistance for Needy Families (TANF) program.				
0001	Executive Director	12	Month	\$	\$
0002	Personnel	12	Month	\$	\$
0003	Recruitment	12	Month	\$	\$
0004	Staff Travel	12	Month	\$	\$
0005	Training	12	Month	\$	\$
0006	Technology Support (BPA)	12	Month	\$	\$
0007	Office Occupancy	12	Month	\$	\$
0008	Administrative/Office Support	12	Month	\$	\$
0009	Telecommunications	12	Month	\$	\$
0010	Office Supplies	12	Month	\$	\$
0011	Administrative Overhead	12	Month	\$	\$
0012	Profit	12	Month	\$	\$
<b>TOTAL OPTION YEAR THREE</b>					

\_\_\_\_\_  
 Print Name of Business/Organization

\_\_\_\_\_  
 Print Name of Authorized Personnel

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Personnel

\_\_\_\_\_  
 Title

**B.8 SCHEDULE B – PRICING SCHEDULE OPTIN YEAR FOUR**

CLIN	ITEM DESCRIPTION	QTY	UNIT	UNIT PRICE	AMOUNT
	Create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the District’s Temporary Assistance for Needy Families (TANF) program.				
0001	Executive Director	12	Month	\$	\$
0002	Personnel	12	Month	\$	\$
0003	Recruitment	12	Month	\$	\$
0004	Staff Travel	12	Month	\$	\$
0005	Training	12	Month	\$	\$
0006	Technology Support (BPA)	12	Month	\$	\$
0007	Office Occupancy	12	Month	\$	\$
0008	Administrative/Office Support	12	Month	\$	\$
0009	Telecommunications	12	Month	\$	\$
0010	Office Supplies	12	Month	\$	\$
0011	Administrative Overhead	12	Month	\$	\$
0012	Profit	12	Month	\$	\$
<b>TOTAL OPTION YEAR FOUR</b>					

\_\_\_\_\_  
 Print Name of Business/Organization

\_\_\_\_\_  
 Print Name of Authorized Personnel

\_\_\_\_\_  
 Date

\_\_\_\_\_  
 Signature of Authorized Personnel

\_\_\_\_\_  
 Title



**SECTION C - SUPPLIES OR SERVICE AND PRICE**

**C OVERVIEW**

The District of Columbia Department of Mental Health (DMH) in partnership with the Department of Health (DOH) and the Department of Human Services (DHS) is releasing this Request for Proposal (RFP) solicitation seeking a Contractor (s) to create, develop and implement a network to provide integrated, coordinated system of culturally competent behavioral health and primary care services for residents at risk for or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. In addition, these services shall be available to participants in the Temporary Assistance for Needy Families (TANF) Program.

The goal is to make a minimum of Two Contract Awards. The selected Contractor (s) could be a single entity capable of providing all of the services or a consortium of providers with a designated lead provider. The purpose of this called the “One City Human Service Integration Project” is to reduce the impact of behavioral health problems, reduce the HIV risk and incidence, and increase access to treatment for individuals with co-occurring mental health and substance use disorders, HIV/AIDS who primarily are within racial and ethnic minority communities. The goal is to identify individuals who are experiencing or are at risk for these health conditions and to increase their access to an array of comprehensive community based services. In addition, participants in the Temporary Aid to Needy Families (TANF) program and whose mental health and substance use conditions prevent them from obtaining or sustaining employment shall be served by this project.

**C.1 BACKGROUND**

The Department of Health (DOH) Addiction Prevention Recovery Administration (APRA) was awarded a Substance Abuse and Mental Health Services Administration (SAMHSA) Minority Aids Initiative Targeted Capacity Expansion Project (MAI-TCE) grant. The outcomes of this grant are to (1) reduce HIV transmission (2) increase the number of people receiving treatment for substance use and/or co-occurring substance use and mental health disorders (3) increase the number of people who, post-treatment, receive recovery support services (4) increase the number of people who know their HIV status and (5) increase the number of people who test positive for HIV who receive case management services and -are referred to a primary HIV care provider for antiretroviral therapy, primary care and other services.

Over the past year, DOH/APRA collaborated with the HIV/AIDS, Hepatitis, STD and TB Administration (HASTA) and DMH to develop and implement a project within this grant-funded program to address the program goals and intended outcomes. The pilot project known as the DC HIV/AIDS Behavioral Health Pathway Network (The Network) utilizes a coordinated and integrated process to provide timely access to culturally competent HIV/Aids specialty care and primary care, mental health and substance abuse assessment and treatment which includes assessment for co-occurring disorders. The Network offers coordinated referral, linkage and follow up services to support the clients who are at risk or living with HIV/AIDS and experience behavioral health problems and co-occurring disorders. The Network is comprised of three community based provider sites—two of which are operated by the District government. They are: the APRA Addiction Recovery Center (ARC); the DMH Same Day Urgent Care Service and the community based Family Counseling Matters. The “One City Human Services Integration Project” funded through this RFP shall expand

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the number of providers who offer coordinated, integrated care to the population of focus and expand the number of sites that can provide the full range services required by the DC MAI-TCE grant. In addition, the One City Human Service Integration Project shall provide additional resources to better serve TANF participants who require mental health and or substance abuse services. The goal is to support job readiness for these TANF participants. Services and supports to be provided are:

- Outreach and engagement to better serve individuals most in need
- Timely access to care with the inclusion of walk-in or urgent care services
- Provision of individualized services
- A well trained workforce
- Active care coordination
- Ability to identify and remediate barriers to employment and self-sufficiency

Poverty, race and ethnicity have been found to be major factors related to the increased prevalence of co-occurring disorders. According to the 2007 APRA survey, there was a higher prevalence rate of substance abuse, crime and communicable diseases in the District's High-Risk Areas (HRAs) which are those areas where more than 30% of the residents live below the poverty level. African-American, Black and Hispanic ethnic and racial groups comprise more than 90% of the residents in HRAs. Nearly 43.6% of the people selected through a random sample of HRA residents reported that they were experiencing depressive symptoms.

A significant number of the individuals who live within the District's HRAs participate in the TANF program. Many have been TANF recipients for extended periods of time and experience barriers to employment that include substance abuse and mental health disorders, along with histories of untreated trauma. Fifty-two percent of these individuals reported emotional problems and almost 20% report substance use problems. To better identify and screen for mental health issues and substance abuse disorders, DHS has customized the Online Work Readiness Assessment to include the Global Assessment of Individual Needs-Short Screener (GAINS-SS). Individuals with positive indicators shall be referred to the participating mental health and primary care providers in the One City Human Service Integration Project.

Persons with severe barriers to employment that are expected to last 30 days or more may be eligible for the DHS Program on Work, Employment and Responsibility (POWER) program. POWER provides an opportunity for TANF eligible persons who have a medical illness or incapacity that prevents them from working or engaging in work activities—such as treatment for conditions associated with HIV/AIDS, intensive substance abuse or mental health treatment—to obtain the treatment and services without exhausting their TANF months. Eligibility is based on supporting medical documentation and review by the DHS Medical Review Team. POWER recipients must comply with the POWER plan to maintain eligibility. The selected contractor (s) shall be expected to provide DHS staff with required medical information if they are recommending an individual to be eligible for POWER. POWER recipients may be eligible for SSI and if so the selected contractor (s) shall be required to coordinate with DHS to obtain the necessary supporting documentation for the recipient.

Co-occurring, integrated care is critically important for the population to be served through this project. Data from the DC Behavioral Risk Factor Surveillance Survey (BRFSS), the 2007 Youth Behavioral Surveillance Survey (YRBS) and the Integrated HIV, STI, Hepatitis and TB Annual Report show that youth age 12-25 have high rates of Chlamydia and Gonorrhea, elevated prevalence of substance abuse and are more likely to have suicidal ideations and depression than older adults.

Approximately 12% of people who received services through APRA in 2010 self-reported that they were HIV positive according to the District's Comprehensive HIV Plan, 2009-2011.

## **C.2 DEFINITIONS**

**Customer Assessment, Tracking and Case History (CATCH):** CATCH is a web-based case management system used by DHS current Providers of employment and employment related services to assess customers' barriers, strengths and needs; In addition, the assessment information is used to develop the Customer's Individual Responsibility Plan (IRP) maintained in CATCH. CATCH tracks and records Customers' participation in work activities and generates monthly invoices (reimbursement payments to service Providers) based on that participation. The system provides real-time access to Customers' engagement information for purposes of policy development, program enhancement and resource allocation. All references to CATCH shall equally apply to future Case Management and work participation software solutions that DHS may use.

**Core Services Agency (CSA):** DMH-Certified Community-Based Mental Health Rehabilitation Services (MHRS) Provider that has entered into a Human Care Agreement with DMH to provide specified MHRS. A CSA shall provide at least one Core Service directly and may provide up to three Core Services via Contract with a sub-provider or subcontractor. A CSA may provide Specialty Services directly if certified by DMH as a Specialty Provider. In addition, a CSA shall offer Specialty Services via an affiliation agreement with all Specialty Providers.

**DC HIV/AIDS Behavioral Health Pathway Network (The Network):** The Network utilizes a coordinated and integrated process to provide timely access to culturally competent HIV/Aids specialty care and primary care, mental health and substance abuse assessment and treatment, including assessment for co-occurring disorders. The Network is currently comprised of three (3) Community Based Provider sites, the APRA Addiction Recovery Center (ARC); the DMH Same Day Service Program and Family Counseling Matters

**Good Cause:** A valid reason why a Customer is unable to participate in work activities. This is expected to last for a short period of time. Examples of Good Cause include, but are not limited to, a short-term illness, medical condition or a household emergency such as a death in the family. Good Cause must be documented accurately and completely.

### **HIV/AIDS, Hepatitis, STD and TB Administration (HASTA)**

**Individual Responsibility Plans (IRP):** A written agreement developed jointly by the Customer and the Provider's Case Manager that acts as the Customer's roadmap to securing employment and becoming self-sufficient. The IRP outlines specific steps that the Customer agrees and commits to take in order to address and remove barriers, while finding and retaining employment.

**Job Search and Job Readiness Assistance:** The act of seeking or obtaining employment; preparation to seek or obtain employment, including life skills training and substance abuse treatment, mental health treatment, or rehabilitation activities. Such treatment or therapy must be determined to be necessary and documented by a qualified medical, substance abuse, or mental health professional. Job search and job readiness assistance activities must be supervised by the TANF agency or other responsible party on an ongoing basis no less frequently than once each day in which the individual is scheduled to participate. A maximum of six (6) weeks in the preceding twelve (12) month period of an

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individual's participation in job search and job readiness assistance can count towards countable work activities. For a needy state (i.e. if a state's total unemployment rate is at least 50 percent greater than the US total unemployment rate or if the state meets the federal definition of a "needy state"), a maximum of twelve (12) weeks in the preceding twelve (12) month period of an individual's participation in job search and job readiness assistance can count towards countable work activities. An individual's participation in job search and job readiness assistance does not count for a week that immediately follows four consecutive weeks in which the state reports any hours of such participation in the preceding twelve (12) month period.

**Minority Aids Initiative Targeted Capacity Expansion Project (MAI-TCE):** Substance Abuse and Mental Health Services Administration (SMHSA) Grant that was awarded to 12 cities across the nation. The specific outcomes of this grant-funded effort are to: (1) reduce HIV transmission; (2) increase the number of people receiving treatment for substance and/or co-occurring substance use and mental health disorders; (3) increase the number of people who, post-treatment, receive recovery support services; (4) increase the number of people who know their HIV status; and (5) increase the number of people who test positive for HIV to be able to receive case management services and be referred to primary HIV care for antiretroviral therapy, primary care and other services.

**Non-Exempt Temporary Assistance to Needy Families (TANF) Customers:** As a general rule, a parent or caretaker receiving TANF must engage in work activities. Federal law exempts certain categories of customers (e.g. victims of domestic violence) from work participation requirements. In addition, the District currently exempts a much broader group of TANF customers from work participation requirements. Exempt customers include single-parents with a child under the age of one; customers in the 2nd or 3rd trimester of pregnancy; customers more than sixty (60) years old; a single custodial parent or caretaker who personally provides care for a child under six who cannot obtain needed appropriate child care because it is unaffordable or not within reasonable distance of the parent or caretaker's home or work activity. Customers unable to participate due to an illness, incapacity, or disability of a dependent may also be exempt and/or eligible for the POWER program. Teen parents attending school, domestic violence victims for whom compliance would increase the risk of domestic violence and those who cannot obtain childcare can also be exempt.

**On-the-Job-Training:** Training in the public or private sector that is given to a paid employee while he or she is engaged in productive work and that provides skills and knowledge essential to the full and adequate performance of the job.

**One City Human Service Integration Project:** Reduces the impact of behavioral health problems, HIV risk and incidence, along with increasing access to treatment for individuals with co-occurring substance use disorders, mental illness, HIV and Hepatitis who are primarily within racial and ethnic minority communities.

**Program on Work, Employment and Responsibility (POWER) Program:** POWER provides an opportunity for TANF eligible persons who have a medical illness or incapacity that prevents them from working or engaging in work activities, such as treatment for conditions associated with HIV/AIDS, intensive substance abuse, or mental health treatment, to obtain the treatment and services without exhausting their TANF months. Eligibility is based on supporting medical documentation and review by the DHS Medical Review Team.

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POWER is a District funded program that provides cash assistance, in lieu of TANF, to families whose head-of-household is unlikely to meet TANF work requirements due to short-term incapacity related to physical or mental health problems or substance abuse.

**Stipends:** The purpose of the stipend is to foster customers' involvement in work participation activities by defraying their travel expenses. The District defines the rules for determining a customer's eligibility for stipends and the Provider is responsible for paying the stipends to eligible customers. On a monthly basis, the Provider requests reimbursement of paid stipends from the District.

**Temporary Assistance to Needy Families (TANF):** TANF a block grant created by the Personal Responsibility and Work Opportunity Reconciliation Act of 1996 to achieve four purposes: (1) provide assistance to needy families so that children may be cared for in their homes or in the homes of relatives; (2) end the dependence of needy parents on government benefits by promoting job preparation, work and marriage; (3) prevent and reduce the incidence of out-of-wedlock pregnancies and establish annual numerical goals for preventing and reducing the incidence of these pregnancies; and (4) encourage the formation and maintenance of two-parent families.

**TANF Customer:** Adult recipient of the TANF cash benefit.

**TANF Employment Program (TEP):** TEP is the District's program to assist TANF customers in enhancing their education and skill levels, along with preparing for finding and retaining unsubsidized employment in order to ultimately earn family-sustaining incomes.

**TANF Universal Service Delivery Model:** The TANF Universal Service Delivery Model recognizes that TANF customers have unique presenting circumstances, needs, goals and challenges that impact their ability to enter the workforce and eventually achieve desired degrees of self-sufficiency. While many TANF customers are potentially ready for employment, others need to first bridge education and skills gaps before they become employable; others need to overcome significant personal and health barriers before they can productively engage in work activities. The TANF Universal Service Delivery Model is the District's framework for determining a TANF customer's employability as well as his/her barriers to employment. It then guides the District in prescribing the most appropriate services to match the customer's goals, unique needs and personal and family circumstances.

**C.3 MISSION, GOAL AND OBJECTIVES**

**C.3.1 Mission and Goals**

The mission of this initiative is to develop an expanded integrated behavioral health system that supports the wellbeing of residents at risk for or living with HIV/AIDS with mental health and substance use disorders or co-occurring mental health and substance use disorders. In addition, it shall better strengthen mental health services to TANF recipients. The goal is for the selected Contractor (s) to establish clear connections to the full array of substance abuse, HIV/AIDS, mental health and primary health care.

**C.3.2 Objectives of the Project**

The specific objectives of this project are to:

1. Ensure easy and timely access to services that can directly address the needs of the individual and/or provide care coordination to ensure the individual's needs are met;
2. Expand the numbers of Providers in the District of Columbia who have capacity to serve individuals with multiple service needs;
3. Develop the workforce competence through training and skill building to provide enhance culturally relevant and effective care;
4. Develop standard operating process for integrating services across the system of care;
5. Create mechanisms for sharing information across systems;
6. Reduce dependence on public assistance by reducing barriers to employment; and
7. Collect and analyze process, along with outcome data to better inform DMH, DHS and DOH on network development strategies and interventions that produce optimal client outcomes.

**C.4 GENERAL INFORMATION**

**C.4.1** The DC Department of Mental Health (DMH) is soliciting responses from Contractors to provide co-occurring competent services to individuals at risk or living with HIV/AIDS with mental health or substance use disorders or co-occurring mental health and substance use disorders. The focus of this effort shall be on the provision of screening, assessment, service provision and integrated case management services.

#### **C.4.2 Eligibility**

Applicants can be organized as either:

- A Consortium of Providers that include a DMH certified provider, an APRA Certified Provider and a Primary Care Provider. The response to the RFP must include a description of the Consortium that identifies the following:
  1. Identification of the lead entity
  2. The structure of the Consortium, including an organizational chart, that identifies the responsibilities for all functions including but not limited to oversight of the project, billing, data collection and care coordination
  3. Existing or proposed agreements among the parties.
  4. A description of a Flow Chart that describes how individuals shall be served by the various members of the consortium.
- A single Provider who is certified by both DMH and APRA, along with having an established relationship with a Primary Health Care Provider or has a commitment to establish a formal relationship with a Primary Health Care Provider.

#### **C.4.3 Organizational Framework**

The structure proposed by the Contractor (s) shall have the expertise and resources to carry out all of the requirements of this solicitation including a commitment to the principles of recovery, client-centered services and peer support.

#### **C.4.4 Service Requirements**

The specific services to be provided include, but are not limited to: HIV/AIDS screening and referral; substance abuse screening, assessment and referral; mental health, screening and referral; assessment and diagnosis of mental health and co-occurring disorders; the provision of immediate mental health clinical interventions as required; coordination with existing service providers, as necessary; linkage to sustainable community based treatment and resources and coordination of care to ensure that they receive the services needed to functioning successfully in the community.

The successful Contractor (s) shall create a unified individual recovery plan to meet the requirements of the person's TANF and/or POWER plan and provide the required information to DHS on issues related to their eligibility, compliance and job readiness to work in accordance with TANF requirements.

#### **C.4.5 Population of Focus**

Eligible recipients of these services are persons who are at risk of or are living with HIV/AIDS, have a mental health need or substance use disorder or are dually diagnosed with mental illness and substance use disorders and may be currently experiencing trauma or may be trauma survivors. In addition, TANF recipients who meet these criteria also are eligible. Many of the individuals within this population are members of underserved groups of color including

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African Americans, Africans, Hispanics, Native Americans, individuals from the Caribbean and Asian Pacific Islanders.

**C.4.6 Funding**

The funding awarded through this solicitation shall support a Contract (s) to develop and implement the network model described above based on the availability of funding, for FY 2014 Base Year and up to Four One Year Option Periods. The available funding shall include both dollars to support start-up funding as well as local dollars for on-going services and system development.

**C.4.7 Evaluation**

It is expected that the successful Contractor (s) shall utilize the *Plan, Do, Study, Act (PDSA)* continuous quality improvement model, as the framework for developing and implementing strategies for practice improvement. This shall include a plan to evaluate the effectiveness of network development and participation, collect and analyze service data for all individuals seen in the network and make the required service and operational adaptations in the project in collaboration DMH, DOH and DHS.

In addition, the Contractor (s) shall be required to submit the data required by SAMHSA's Center for Substance Abuse Treatment for all 12 Cities projects. This includes the following:

1. Government Performance and Results Act (GPRA) data
2. National Outcome Measures System (NOMS) data
3. Rapid HIV Testing Form
4. HIV Clinical Information Form
5. Global Appraisal of Individual Needs (GAIN SS) scores
6. Locator and basic demographics
7. Linkage and referral data
8. Discharge data
9. Six-month follow up data

The GPRA/NOMS data, six month follow up data and discharge data must be entered into the SAMHSA Transformation Accountability System (TRAC). The successful Contractor (s) shall be provided training on this system after award.



**C.4.8 Provider Certification Requirements**

The Contractor (s) shall meet all applicable certification requirements specified in proposed modifications to Chapter 34 of Title 22A of the D.C. Code of Contractor Certification Standards; APRA’s Office of Certification and Regulation (OCR) DCMR, Title 29, Chapter 23 Certification Standards for Substance Abuse Treatment Facilities and Programs, for delivering services related to alcohol, tobacco and other drug addictions. The District is currently working on a State Plan Amendment (SPA) to provide that all DMH Certified Core Service Agencies (CSAs) shall be eligible to be certified as a Health Home for services provided to individuals with a Serious Mental Illness (SMI). If this Amendment is accepted it is expected that the CSA partner and/or lead in this initiative shall be certified as a Health Home. In addition all CSAs shall be required to be paneled by each of the District’s Medicaid Managed Care Organizations (MCOs).

**C.5 SCOPE OF WORK**

The Scope of Work (SOW) for this initiative is delineated in the sections that follow. All Contractor (s) shall clearly describe in their proposal how each of these requirements shall be addressed by their organization.

**C.5.1 Mental Health Staffing and Training Requirements**

The Contractor (s) shall ensure that the Clinical Staff performing the duties required under this solicitation be qualified mental health professionals in accordance with Chapter 34, Title 22A of the D.C. Municipal Regulations. These staff shall provide immediate access to all mental health services required for persons in care. In addition, the Contractor (s) must provide Clinical Staff to conduct care coordination to ensure that Consumers are appropriately referred to services and receive them within a reasonable timeframe.

The majority of TANF recipients as well as the non-Supplemental Security Income (SSI) Medicaid recipients shall be Medicaid Managed Care Organization (MCO) enrollees. The Contractor (s)’s selected Mental Health Providers must become paneled by the Department of Health Care Financing’s (DHCF) contracted MCOs to ensure that these individuals have access to the full range of mental health services.

Additional staffing requirements include the following:

1. Designated clinical intake and assessment staff must be trained to administer the GAINS-SS and must complete the SAMSHA web-based training for the NOMS-TRAC and the HIV Clinical Information Form prior to their administration to any client.
2. Upon notification of award, the provider(s) within the network to be supported through this Contract shall develop a schedule and ensure that their Clinical Staff complete DMH’s Co-Occurring Disorder six (6) week abbreviated training. The training shall be provided by the Department of Mental Health at no additional cost to the successful Contractor (s).

3. All Clinical Staff shall have the capacity to be certified by Chestnut Health Systems to conduct the Global Appraisal of Individual Needs (GAIN-SS) assessment and be assigned to administer the NOMS-TRAC, along with the HIV Clinical Information form. Staff must complete SAMSHA's web-based training prior to administration of the tools to any individuals receiving screening, assessment or care through this project.
4. Outreach and engagement staff must have the skills and ability to successfully engage individuals of underserved populations including African Americans, Africans, Hispanics, Native Americans, individuals from the Caribbean and Asian Pacific Islanders.

### **C.5.2 Substance Abuse Staffing Requirements**

The Contractor (s) shall ensure that the staff includes Certified Addiction Counselors (CACs) and Licensed Social Workers (LICSWs) when necessary, to provide substance abuse screening, assessment and referral services. The staff shall have the capacity to be certified by Chestnut Health Systems to conduct the Global Appraisal of Individual Needs (GAIN-SS) assessment. CAC's and licensed Social Workers must complete the DMH six-week abbreviated Co-Occurring Disorder Training to ensure that they are knowledgeable regarding co-occurring competent treatment practices.

### **C.5.3 Standardized Screening, Staffing and Training Requirements**

All clients enrolled in the Network Provider Agencies shall receive standardized screenings. The Contractor (s) shall ensure that clinical and/or non-clinical staff are trained to provide the Rapid Oral HIV test, along with conducting mental health and substance use screenings with linkage to HIV medical care, mental health and substance abuse services.

#### **C.5.3.1 Required Screening Tools**

The required Screening Tools are:

1. **The Global Assessment of Individual Needs-Short Screener (GAIN SS).** The GAIN-SS shall be utilized to screen for mental health and substance use problems. This tool is designed to identify individuals who are likely to have a mental health and/or substance use disorder and who should be referred for further assessment or treatment.
2. **The Orasure OraQuick HIV Test.** The Orasure OraQuick HIV test shall be used to screen clients for HIV. This is an easy to administer quick screen that can determine if a sample of oral fluid, collected through a swab or the upper gum, contains HIV antibodies.
3. **The SAMSHA/CSAT MAI Rapid HIV Testing Clinical Information Form.** If administered by the Network. In instances in which Community Education Group (CEG) performs the screening they shall complete the Clinical Information Form.
4. **On Line Work Readiness Assessment (OWRA).** All TANF Customers referred shall receive an OWRA assessment by DHS, which screens for barriers to employments as

well as work readiness. In addition, TANF Customers may receive an eCASAS assessment, which is an Educational Literacy Assessment. This information shall be provided to the successful Contractor (s).

#### **C.5.4 Assessment, Plan Development and Referral**

Clients who test positive following administration of the HIV Rapid Testing or standard testing should be immediately linked to HIV medical care and other care programs as deemed clinically appropriate. The assessment and initial treatment of HIV status should occur first, unless the Client requires mental health and/or substance abuse inpatient services immediately.

If an individual screens positive for a mental health condition and/or substance abuse problem, a comprehensive assessment must be conducted to confirm the initial diagnoses. Individuals screened by DHS sixty (60) days prior to the consultation shall not require re-screening through the K-10 or GAINS-SS, provided the results are provided to the Provider at the time of the referral. The data collected as a result of the assessment(s) shall be utilized to develop a single Individual Recovery Plan (IRP) that addressed all of the individual's treatment needs. A team that includes representatives from all disciplines involved in the individual's care and the individual shall develop the IRP. The IRP shall include a specific recommendation regarding the individual's eligibility to work. For TANF recipients this information shall need to be uploaded and/or inputted into the Client Assessment Tracking and Case History (CATCH) system, in accordance with TANF requirements.

It is expected that the selected Contractor (s) shall have the capacity to provide the majority of the mental health services, substance abuse services and screening for HIV or have access to these services through the established Consortium. When based on the assessment that the services of an additional agency is required, the Contractor (s) shall conduct follow-up activities to ensure that an appointment is scheduled with the person within seven (7) days of linkage to the appropriate agency and that the appointment is kept or rescheduled within seven (7) days.

##### **C.5.4.1 Mental Health Referral and Assessment**

If an individual screens positive for a mental health condition on the GAIN SS, a comprehensive assessment must be conducted to confirm the initial diagnosis and to gather the information required to develop the unified Individual Recovery Plan (IRP) that shall address the individual's treatment needs. Individuals who screen positive shall be offered mental health services. If the Consumer cannot be served by the selected Contractor (s), he/she should be referred to another certified Core Service Agency (CSA) within the public mental health system. This can be accomplished by calling the DMH Access Helpline.

##### **C.5.4.2 Substance Abuse Assessment**

All individuals who require substance abuse treatment based upon the results of the screening performed using the GAIN-SS shall be assessed using the Treatment Assignment Protocol (TAP) provided in the District Automated Treatment Accounting System (DATA), which is

APRA's electronic clinical record. The TAP assesses acute intoxication/withdrawal potential; biomedical conditions and complications; emotional/behavioral cognitive conditions and complications; readiness to aching; relapse/continued use/continued problem potential and; recovery environment. A Certified Addictions Counselor (CAC), Licensed Social Worker (LCSW) or Professional Counselor (PC) must administer this tool. Individuals screened by DHS sixty (60) days prior to the consultation shall not be required to be re-screened, provided the results are provided at the time of the referral.

The individual's level of service need shall be determined through this process. In instances in which inpatient care is required, the individual shall be provided transportation from the provider site to an APRA substance abuse provider on the date service was requested unless the person refuses treatment. The Vendor (s) shall develop and implement a policy to ensure transportation for clients in need of medical, mental health and/or substance abuse services.

All Providers shall be required to use DATA to conduct the comprehensive assessment. APRA shall provide access to DATA and shall train the successful Contractor (s) on the use of this system.

#### **C.5.4.3 HIV/AIDS Assessment and Referral**

DOH has established a process for all persons newly diagnosed with HIV to see a HIV Specialist immediately. TA DOH protocol has been established to call "Red Carpet Entry" which shall ensure a HIV medical assessment visit by an HIV Specialist within 72 hours. In addition, DOH supports several community-based organizations as navigators for newly diagnosed or persons previously diagnosed and out-of-care to be linked to a HIV Medical Provider. The successful Contractor (s) can establish direct connections with the DOH "Red Carpet Entry" Providers or utilize the navigator organizations to ensure immediate connection to HIV medical assessment, care and treatment.

#### **C.5.4.4 Health Assessment**

Each individual identified through this project shall receive a comprehensive health screening. This shall include, at a minimum, the following:

- Current medical status assessment (including any chronic diseases);
- Adult Body Mass Index (BMI) Assessment
- Blood Pressure, Pregnancy Urine Test
- HIV Test
- Hepatitis C
- Identification and listing of all medications currently being taken
- Current use of illegal substances and abuse of legal medication

The successful Contractor (s) shall provide the necessary support to ensure that Consumers are linked to primary care as deemed clinically necessary and services are easily accessible. This includes scheduling an appointment with a primary care provider if one has not already been

scheduled. The date, time and location of the visit shall be documented in progress notes. Mental health, substance abuse, HIV services shall be coordinated with the Primary Health Care Services. Medical problems that are identified shall be addressed in the Individual's Treatment Plan (IRP).

TANF and POWER recipients who have four (4) or more verified hours of participation in activities identified in their IRP are eligible for incentive payments including employment bonuses and transportation stipends on a cost reimbursement basis of \$15.00 per day. The Contractor (s) shall verify attendance sheets and report compliance with the Individual Responsibility Plan, employment and participation hours in CATCH and DHS shall issue an incentive payment directly onto the individual's Electronic Benefits Transfer (EBT) card.

#### **C.5.4.5 TANF Assessment Requirements**

The TANF program recognizes that to become "work ready" individuals may have substantial underlying barriers that must be addressed. At the same time, it is recognized that for some individuals, it is appropriate to obtain part-time or temporary employment, or enroll in a job training or educational program, while they are receiving HIV, mental health, or substance abuse services. DHS shall assess all referred TANF Customers, but shall rely on the Contractor (s) to assess the degree to which the person is able to work while receiving services. In addition, the Contractor (s) shall continually assess progress and when appropriate, make referrals, which would exempt a Customer from a work requirement. This would include making a referral to POWER when, due to physical or mental incapacity, an individual is unable to engage in work for more than thirty (30) days. Barriers to employment and strategies for overcoming them shall be included in the IRP. Further, if a Customer is appropriate for SSI, the Contractor (s), using SOAR, shall assist the individual in making application and following through with that Customer's application until approval.

#### **C.5.5 Referral Sources**

##### **C.5.51 TANF**

The District of Columbia recognizes that some TANF Customers may first need to address personal, health and other barriers before they can successfully engage in work. As part of the screening and intake process for new TANF recipients and for re-certifications, the individual is assessed for behavioral health needs using standardized assessment tools. If the individual is determined to have a behavioral health need they shall be offered a referral to one of the new Contractor (s) identified through this RFP process. TANF shall rely on the Contractor (s) to assess the degree to which the person is able to work, while receiving services. Barriers to employment and strategies for overcoming them shall be included in the IRP. If a Customer is appropriate for SSI, the Contractor (s), shall assist the individual in making application and following through with that Customer's application until approved.

The Contractor (s) selected through this RFP shall be expected to identify and develop agreements with entities that serve individuals at risk for HIV/AIDS. These include but are not limited to community organizations, pretrial and probationary agencies, the District of Columbia Department of Corrections and the Federal Bureau of Prisons. In addition, the selected Contractor (s) shall be expected to develop formal relationships with the three entities who comprise The Network.

## **C.6 Client Records**

The selected Contractor (s) must maintain individual client records that are consistent with the different funding and oversight requirements. It is expected that there shall be one treatment plan that shall be developed in collaboration with the Contracting Officer's Technical Representative (COTR) that satisfies the SAMHSA, DMH, APRA and DHS requirements.

### **C.6.1 Health Record Requirements for Individuals with a Substance Abuse Disorder**

The Contractor (s) shall utilize, the District Automated Treatment Accounting (DATA) client information system based on the Web Infrastructure for Treatment Services (WITS) platform. The DATA system shall be used to generate, manage and maintain health records for each client and the Contractor (s) shall ensure that all staff are trained to utilize this system.

The Contractor (s) shall ensure that the Clinical Record for each person who presents for potential substance abuse problems includes:

- Unduplicated client identifier generated by predetermined formula ;
- Individual's intake information including demographic information, Treatment Assessment Protocol (TAP) report (substance abuse assessment) and score and a written evaluation of the person's psychosocial and additional treatment needs, including notation of any medical or psychiatric conditions; and
- All referrals made on behalf of the person to treatment programs or other agencies providing services to the individual or his/her family.

### **C.6.2 Client Record Requirements for Individuals with a Diagnosed Mental Illness**

The Contractor (s) shall maintain a clinical record for each person who presents with a mental health issue. The record shall at a minimum include but not be limited to:

1. Multiaxial Psychiatric assessment;
2. HIV/AIDS screening and assessment;
3. Mental Health Assessment;
4. Psycho-social/Family History;

5. Case Management Assessment;
6. Medical Assessment including current medications;
7. Treatment plan and progress notes for all individuals who receive mental health treatment, substance abuse treatment, HIV/AIDS treatment and support services.

The Contractor (s) shall enter the IRP and progress notes related to the services rendered, including case management and health care service provided to TANF recipients in CATCH, the DHS automated case management system.

### **C.6.3 Case Integration with TANF/POWER**

The Contractor (s) shall as evidence of compliance with TANF/POWER plan, report on the client's participation with their TANF/POWER plan as follows:

1. Shall support the individual's participation record and travel stipend payment by verifying weekly time sheets and recording activities in CATCH;
2. Shall report to DHS monthly on the level of client participation in their TANF/POWER plan; and
3. Shall provide quarterly updates to the TANF/Power plan, where applicable,;
4. Provide referrals for the Customer for services and follow-up to determine the outcome of such referrals;
5. Notify DHS when mental health, substance abuse or medical needs are no longer significant barriers to employment; and coordinate with other assigned Case Managers to ensure continuity of services and warm hand-off occurs;
6. Complete supporting documentation and case information to support SSI eligibility, when it is determined that the individual's disorders meet the Medicaid threshold for disability; and
7. Obtain any required authorizations to disclose to DHS, the individual's plan, progress and compliance.

### **C.7 DHS FUNDING REQUIREMENTS**

The Contractor (s) and members of its Provider Network shall only use DHS funds for low income individuals with children receiving TANF benefits and the non-custodial parent of the children receiving TANF benefits (under 300% of the Federal Poverty Level [FPL]).

### **C.7.1 Hours of Operation**

The hours of operation for clinical and support services shall be at a minimum from 8:30 A.M. to 6:00 P.M. Monday thru Friday, along with evening and Saturday hours by appointment. There must be an **On-Call System** in place to respond to individuals in need during non-business hours. Based on experience there may be a requirement for some evening hours. There must be the capacity for Walk-In or Urgent Care Services.

### **C.7.2 Policies and Procedures**

Policies and procedures generated to support this initiative shall be submitted to the designated Contract Officer's Technical Representative (COTR) for approval prior to implementation.

### **C. 7.3 Evaluation and Data Collection Plan**

During the first year of the project and every option year, the applicant must conduct both a process and outcome evaluation project. This assessment should be designed to gather information about *process* or *effort*—operations, service delivery and resources required to conduct the project and *effectiveness*—the impact of the project on the population served. Each application must include an Evaluation and Data Collection Plan that meets the criteria described below within sixty (60) days of award. The process and outcome evaluations must be submitted to DMH by December 15<sup>th</sup> each year.

The process/effort evaluation must document the resources required to design and implement each aspect of this project and the procedures used to conduct activities. The key evaluation questions that shall be answered are:

1. What processes have been developed and implemented to ensure that there is a uniform assessment and treatment plan developed?
2. How are services and care coordinated across agencies and disciplines?
3. What strategies were utilized to support team formation and functioning?
4. How was the joint service planning and follow-up process structured? Was it effective?
5. What communication strategies were implemented? Were they effective?
6. How effective has the walk-in or urgent care service being in ensuring timely access?

The outcome evaluation must capture the project's impact on the population of focus. The key evaluation questions that shall be answered are:

1. How many people were identified as needing HIV, mental health and/or substance abuse services through the project?



2. How many people were referred for services?
3. How many of the people served were successfully linked to services? Which services?
4. How many of the people identified received services within 7, 30 and 60 days of referral? What services were delivered?
5. How many individuals served are actively engaged in treatment six months following referral? For what services (HIV, mental health, substance use)?
6. What health indicators are being tracked for the individuals in care (e.g. HIV viral load, suppression, CD4-immune system status, mental health functional status, recovery status, etc.)?
7. What strategies were successful in improving service integration?
8. How successful was the project in serving individuals of underserved communities such as members of the African, Hispanic and/or Asian Pacific Islanders communities?

#### **C.7.4 Minimum Data Set of Required Information**

The Minimum Data Set of information that shall be collected includes:

1. Demographic data for all persons who receive screening or are enrolled services;
2. Diagnosis: all 5 axes including co-occurring disorders;
3. Previous mental health and substance abuse treatment.HIV status;
4. Number who refused screening for HIV, mental health or substance abuse disorders or work readiness;
5. Number referred and enrolled with a mental health provider, HIV treatment, substance abuse treatment or other services within the consortium;
6. Number who received a “warm” transfer to an agency or provider not within the consortium to comply with consumer choice;
7. Number whose involvement with treatment has a positive effect their ability to function within the community, including the recommendation that they are eligible for work ;
8. Number that received employment as a result of this intervention;
9. Number of people who are referred to primary and dental health care or other community services;
10. Number who refuse mental health, HIV or substance abuse treatment; and
11. Number of persons with HIV with viral load suppression

### **C.7.4.1 Development of the Data Collection Plan**

The Data Collection component must be developed in coordination with DMH and to allow for analysis of data that are systemic, comparable and relevant to needs of the project.

## **C.8 FUNDING**

### **C.8.1 Medicaid Billing Requirement**

In addition to the Contract funding, the selected Contractor (s) shall be expected to have the capacity to bill Medicaid for all appropriate reimbursable services including Mental Health Rehabilitation Services (MHRS), Free-Standing Mental Health Clinics (FSMHCs), substance abuse services, Medicaid Fee for Service and being paneled with and obtaining reimbursement from the Medicaid Managed Care Organizations (MCOs).

### **C.8.2 Allowable and Non-Allowable Expenditures**

The funding for the project shall cover needed expenditures that are not covered either by Medicaid or reimbursement from MHRS for non Medicaid individuals through DMH's fee for service structure, APRA's Fee for Service structure or the Department of Health Care Financing's reimbursement. This includes any Medicaid covered service for Medicaid covered individuals such as:

1. Any reimbursement through DMH's Mental Health Rehabilitation Service Fee-for-Service structure;
2. Any reimbursement from a District Medicaid Managed Care Organization;
3. Department of Health Care Financing's (DHCF) reimbursement for services delivered through a Free Standing Mental Health Clinic (FSMHC); or
4. DOH/APRA Block Grant or locally funded services.

Examples of the type of activities that are considered acceptable uses of the local dollars include, but are not limited to:

1. Infrastructure development and other "start-up" costs
2. Personnel for services that are not reimbursable such as outreach, engagement, data collection,
3. Care Coordination
4. Administrative support

## **C.9 ANTICIPATED OUTCOMES**

The expected outcomes for the project are:

1. Demonstrate the effectiveness of identifying, engaging and referring individuals in need of care to appropriate services utilizing a coordinated, integrated approach.
2. Demonstrate the degree to which an integrated care approach increases engagement, retention and adherence to treatment.

3. Demonstrate the degree to which individuals who receive treatment are able to qualify for competitive employment.
4. Annual benchmarks for this project include:
  - A minimum of one hundred (100%) of individuals who receive services from network providers are screened for substance abuse, mental health and HIV;
  - One hundred percent of the individuals who screen positive and consent to treatment are assessed, referred to and enrolled in a appropriate program;
  - Demonstrated value of an integrated system of care for individuals with co-occurring disorders;
  - Improved health indicators, such as HIV viral load suppression; and
  - Report on client satisfaction with the service.

## **C.10 RESPONSE SPECIFICATIONS**

### **C.10.1 Technical Response Requirement**

Prospective Contractor (s) responding to this RFP shall provide detailed responses to the requirements described in the Scope of Work. The narrative must be limited to 25 Single Spaced Single Sided Pages, Times New Roman Font 12 point and provide the following information:

1. Description of the service philosophy and delivery model that shall be used to implement the One City Human Services Integration Project;
2. Organizational Chart that describes the staffing and interrelationships of network providers partnering in this proposal and identification of the lead agency for this project;
3. Description of the Prospective Vendor (s) agency's experience in working with the priority populations, especially persons who have experienced trauma;
4. Description of the service array to be offered that shall address the needs of the individuals to be served including outreach and engagement activities. Include how trauma informed care shall be included and identify any Evidence-Based Practices (EBAs) to be offered to Consumers. Please include a description of the Prospective Vendor (s)'s ability to provide screening, assessment and treatment services to persons with co-occurring mental health, HIV and substance abuse disorders, along with the agency's efforts to ensure staff are "co-occurring competent";
5. Include how the walk-in and/urgent care capacity shall fit into the design;
6. Describe your experience working in collaborative relationships with other system providers;
7. Description of the identification, referral, service delivery and follow-up processes that shall be utilized for this project;
8. Evaluation and Data collection plan that shall be used to assess the project;
9. Description of how project activities shall be coordinated among network agencies and other community service Providers;
10. Statement of the Prospective Vendor (s)'s commitment to the principles of recovery, peer support and client -centered services, along with how those principles shall be operational within the project;

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11. Description of the Prospective Vendor (s)'s strategy to provide linguistically and culturally competent services;
12. Description of the Prospective Vendor (s)'s ability to facilitate linkage to medical and dental care to all Consumers;
13. Description of the Prospective Vendor (s)'s ability to use APRA's District Automated Treatment Accounting (DATA) client information system based on the Web Infrastructure for Treatment Services (WITS) platform; and
14. Evidence of the applicant's current CSA or Specialty status and history of billing for MHRS services through the Department of Mental Health and Medicaid, along with demonstrating the ability to operate a Fee-For-Service Program.
15. Description of the applicant's ability to bill Medicaid, private insurance and government agencies for services delivered to various agencies (e.g., DMH, APRA, MCOs).
16. The applicant must submit a statement indicating the willingness to collect the minimum Data Set of information specified in this solicitation.

**C.10.2 Budget Response Requirements**

In addition, all Proposals must include a detailed Proposed Budget with a Budget Narrative, which delineates expected revenues from billing as well as needed Contract and Client support dollars. The detailed Budget and Budget Narrative must be portrayed in Two Sections. The First Section must be start up costs which are one time only costs. The initial hiring of staff that shall subsequently be supported by ongoing revenues are eligible for start up costs for a period of up to eight (8) months. The Second Section part of the Budget must be for ongoing costs and services that shall not be covered by ongoing revenues. Both Budgets and supporting Narratives must include Contract Line Item Number expenditures and a budget narrative. Staff positions must be specified, including lead Clinicians and Evaluation staff.

**PART I - THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

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**PART I - THE SCHEDULE**

**SECTION D**

**PACKAGING AND MARKING**

- D.1** References Standard Contract Provisions (SCP) Clause 2/Shipping Instructions-Consignment/Page 1.  
[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)
- D.2** Includes any additional instructions that are specific to the requirement of the Solicitation/Contract.

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

**PART I - THE SCHEDULE**

**SECTION E**

**INSPECTION AND ACCEPTANCE**

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**SECTION E**

**INSPECTION AND ACCEPTANCE**

- E.1 References SCP Clause 5/Inspection of Supplies and/or Clause 6/Inspection of Services/Pages 1-4.**  
[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)

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



**PART I - THE SCHEDULE**

**SECTION F**

**DELIVERY and PERFORMANCE**

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## PART I - THE SCHEDULE

### SECTION F

#### DELIVERY AND PERFORMANCE

##### F-1 CONTRACT TYPE

The District contemplates awarding a Firm Fixed Unit Price Contract.

##### F-2 PERIOD OF PERFORMANCE

F-2.1 Performance under this Contract shall be in accordance with the Terms and Conditions set forth herein and by any modification made thereto. The Period of Performance (POP) for this Contract shall be One (1) Year from Date of Award with Four (4) One Year Option Periods.

##### F-3 OPTION PERIOD

F-3.1 The District shall extend the POP of this Contract by exercising up to Four (4) One Year Option Periods or a fraction thereof.

##### F-4 OPTION TO EXTEND THE TERM OF THE CONTRACT

F-4.1 The District shall extend the term of this Contract for a period of Four (4) One Year Option Periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the Contract, provided that the District shall give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the Contract expires. The preliminary notice does not commit the District to an extension. The Exercise of an Option Period is at the sole and absolute discretion of DMH while being subject to the availability of funds at the time of the exercise of the option and satisfactory performance by the Contractor on this Contract. The Contractor shall waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) prior to expiration of the Contract.

F-4.2 If the District exercises the option, the extended Contract shall be considered to include the option provision.

F-4.3 The price for the option period shall be as specified in the Contract.

##### F-5 DELIVERABLES

F-5.1 See Section C.

F-6 **CONTRACTOR NOTICE REGARDING LATE PERFORMANCE**

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

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

**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

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**PART I: THE SCHEDULE**

**SECTION G**

**CONTRACT ADMINISTRATION DATA**

**G-1 CONTRACT ADMINISTRATION**

Correspondence or inquiries related to this solicitation and the Contract resulted from this solicitation along with any modifications shall be addressed to:

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

**G-2 TYPE OF CONTRACT**

This is a Request for Proposal (RFP). The Contractor shall be remunerated according to Schedule B Price Sheet. In the event of termination under this Contract, DMH shall only be liable for the payment of all services accepted during the hours of work actually performed by the Contractor. Pursuant to the Terms and Conditions of this Contract, individuals working under this contract for Department of Mental Health (DMH) are not eligible to be paid for Holidays and Sick Leave. However, if you work on a Holiday, you shall be paid at your regular hourly rate.

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

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



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Contractor's Invoice, unless a discount for prompt payment is offered and payment is made within the discount periods. Please note that the invoice shall match the itemized lines (CLIN Lines) of the Purchase Order as written up to but not exceeding the maximum of each line. Any invoices deemed improper for payment shall be returned, **UNPAID** and shall be resubmitted as indicated in this clause.

**G-7 CERTIFICATION OF INVOICE**

Contracting Officer's Technical Representative shall perform certification of the Contractor's Invoice. The Invoices shall be certified for payment and forwarded to the Chief Financial Officer within five (5) working days after receipt of a satisfactory invoice.

**G-8 PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within forty five (45) days from the date of receipt of a properly submitted Invoice, after all approvals are completed as required by the PASS system. DMH shall only pay the Contractor for performing the services under this contract at the prices stated in Section B.

**G-9 RESPONSIBILITY FOR AGENCY PROPERTY**

The Contractor shall assume full responsibility for and shall indemnify the DMH for any and all loss or damage of whatsoever kind and nature to any and all Agency property, including any equipment, supplies, accessories, or part furnished, while in contractor's custody during the performance of services under this contract, or while in the Contractor's custody for storage or repair, resulting from the negligent acts or omissions of the Contractor or any employee, agent, or representative of the Contractor or Subcontractors. The Contractor shall do nothing to prejudice the DMH's right to recover against third parties for any loss, destruction of, or damage to DMH property and upon the request of the Director, Contracts and Procurement/ Agency Chief Contracting Officer shall, at the DMH's expense, furnish to the DMH all reasonable assistance and cooperation, including assistance in the protection of suit and the execution of instruments of assignment in favor of the DMH recovery.

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

**PART I: THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

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**PART I: THE SCHEDULE**

**SECTION H**

**SPECIAL CONTRACT REQUIREMENTS**

**H.1 LIQUIDATED DAMAGES**

H.1.1 When the Contractor fails to perform the tasks required under this Contract, DMH 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 **\$500 per day** where there has been a failure to provide required services as depicted in the Scope of Services. This assessment of Liquidated Damages against the Contractor shall be implemented after a scheduled meeting discussing the Contractor's assessment of information contained in the Notice to Cure, along with 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 DMH requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing until the time DMH 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 DMH to the replacement Contractor.

**H-2 CONTRACTOR LICENSE/CLEARANCES**

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

**H.3 PRIVACY AND CONFIDENTIALITY COMPLIANCE**

**H.3.1 Definitions**

- (a) "Business Associate" shall mean The Contractor.
- (b) "DMH" shall mean the District of Columbia, Department of Mental Health
- (c) "Confidentiality law" shall mean the requirements and restrictions contained in Federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07.
- (d) "Designated Record Set" means:
  - 1. A group of records maintained by or for DMH that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;

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- (ii) The enrollment, payment, claims adjudication and case or medical management record systems maintained by or for a health plan; or
  - (iii) Used, in whole or in part, by or for DMH to make decisions about individuals.
2. For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for DMH.
- (e) Individual shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
  - (f) Privacy Rule. "Privacy Rule" shall mean the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B.
  - (g) "Protected information" shall include "protected health information" as defined in 45 CFR 164.501, limited to the protected health information created or received by Business Associate from or on behalf of DMH, information required to be kept confidential pursuant to the confidentiality law and confidential information concerning DMH or its employees.
  - (h) "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by the Business Associate from or on behalf of DMH.
  - (i) "Required by law" shall have the same meaning as the term "required by law" in 45 CFR 164.501, except to the extent District of Columbia laws have preemptive effective by operation of 45 CFR part 160, subpart B, or, regarding other protected information, required by District or federal law .
  - (j) "Secretary" shall mean the Secretary of the Department of Health and Human Services or designee.

**H.3.2 Obligations and Activities of Business Associate**

- (a) The Business Associate agrees to not use or disclose protected information other than as permitted or required by this Section H.3 or as required by law.
- (b) The Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the protected information other than as provided for by this Section H.3.
- (c) The Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to the Business Associate of a use or disclosure of protected information by the Business Associate in violation of the requirements of this Section H.3.
- (d) The Business Associate agrees to report to DMH any use or disclosure of the protected information not provided for by this Section H.3 of which it becomes aware.
- (e) The Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides protected information received from, or created or received by the Business Associate on behalf of DMH, agrees to the same restrictions and conditions that apply through this Agreement to the Business Associate with respect to such information.
- (f) The Business Associate agrees to provide access, at the request of DMH and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, to protected information in a Designated Record Set, to DMH or, as directed by DMH, to an individual in order to meet the requirements under 45 CFR 164.524.
- (g) The Business Associate agrees to make any amendment(s) to protected information in a Designated Record Set that DMH directs or agrees to pursuant to 45 CFR 164.526 at the

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request of CFSA or an Individual and in the time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer.

- (h) The Business Associate agrees to make internal practices, books and records, including policies and procedures and protected information, relating to the use and disclosure of protected information received from, or created or received by the Business Associate on behalf of DMH, available to the DMH, in a time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, for purposes of the determining DMH's compliance with the Privacy Rule.
- (i) The Business Associate agrees to document such disclosures of protected health information and information related to such disclosures as would be required for DMH to respond to a request by an Individual for an accounting of disclosures of protected health information in accordance with 45 CFR 164.528.
- (j) The Business Associate agrees to provide to DMH or an Individual, in time and manner prescribed by the Director, Contracts and Procurement/Agency Chief Contracting Officer, information collected in accordance with Section (i) above, to permit DMH to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

**H.3.3 Permitted Uses and Disclosures by Business Associate**

- (a) Refer to underlying services agreement. Except as otherwise limited in this Section H.3, the Business Associate may use or disclose protected information to perform functions, activities, or services for, or on behalf of, DMH as specified in this contract, provided that such use or disclosure would not violate the confidentiality law or privacy rule if done by DMH or the minimum necessary policies and procedures of DMH.
- (b) Except as otherwise limited in this Section H.3, the Business Associate may use protected information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Section H.3, the Business Associate may disclose protected information for the proper management and administration of the Business Associate, provided that disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it shall remain confidential and used or further disclosed only as required by law or for the purpose for which it was disclosed to the person and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Section H.3, the Business Associate may use protected information to provide Data Aggregation services to DMH as permitted by 42 CFR 164.504(e)(2)(i)(B).
- (e) The Business Associate may use protected information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

**H.3.4 Obligations of DMH**

- (a) DMH shall notify the Business Associate of any limitation(s) in its notice of privacy practices of DMH in accordance with 45 CFR 164.520, to the extent that such limitation may affect the Business Associate's use or disclosure of protected information.

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- (b) DMH shall notify the Business Associate of any changes in, or revocation of, permission by Individual to use or disclose protected information, to the extent that such changes may affect the Business Associate's use or disclosure of protected information.
- (c) DMH shall notify the Business Associate of any restriction to the use or disclosure of Protected information that DMH has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect the Business Associate's use or disclosure of Protected information.

**H.3.5 Permissible Requests by DMH**

DMH shall not request the Business Associate to use or disclose protected information in any manner that would not be permissible under the confidentiality law or privacy rule if done by DMH.

**H.3.6 Term and Termination**

- (a) **Term.** The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award and shall terminate when all of the protected information provided by DMH to the Business Associate, or created or received by the Business Associate on behalf of DMH, is destroyed or returned to DMH, or, if it is infeasible to return or destroy Protected information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) **Termination for Cause.** Upon DMH's knowledge of a material breach of this Section H.3 by the Business Associate, DMH shall either:
  - 1. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the contract if the Business Associate does not cure the breach or end the violation within the time specified by DMH;
  - 2. Immediately terminate the contract if the Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - 3. If neither termination nor cure is feasible and the breach involves protected health information, DMH shall report the violation to the Secretary.
- (c) **Effect of Termination.**
  - 1. Except as provided in Section H.3.6(c)(2), upon termination of the contract, for any reason, the Business Associate shall return or destroy all protected information received from DMH, or created or received by the Business Associate on behalf of DMH. This provision shall apply to protected information that is in the possession of subcontractors or agents of the Business Associate. The Business Associate shall retain no copies of the protected information.
  - 2. In the event that the Business Associate determines that returning or destroying the protected information is infeasible, the Business Associate shall provide to DMH notification of the conditions that make return or destruction infeasible. Upon determination by the Director, Contracts and Procurement/Agency Chief Contracting Officer that return or destruction of protected information is infeasible, the Business Associate shall extend the protections of this Agreement to such protected information and limit further uses and disclosures of such

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protected information to those purposes that make the return or destruction infeasible, for so long as the Business Associate maintains such protected information.

**H.3.7 Miscellaneous**

- (a) Regulatory References. A reference in this Section H.3 to a section in the Privacy Rule means the section as in effect or as amended.
- (b) Amendment. The Parties agree to take such action as is necessary to amend this Section H.3 from time to time as is necessary for DMH to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) Survival. The respective rights and obligations of the Business Associate under Section H.3.6 of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the contract.
- (d) Interpretation. Any ambiguity in this Section H.3 shall be resolved to permit DMH to comply with the Privacy Rule.

**H-4 COST OF OPERATION**

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

**H.5 AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of the Contract, this 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. SECTION 12101 et seq.

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended**

During the performance of this 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. section 794 et. seq.

**H.7 MANDATORY SUBCONTRACTING REQUIREMENTS (IF APPLICABLE)**

H.7.1.1 For Contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.7.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.7.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises;

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provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.7.1.3 Any prime Contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.7.1 and H.7.2.

H.7.1.4 The purpose of following information being provided is to help prospective Bidder/ Offeror who have a need to fulfill a 35% CBE utilization requirement based upon the Total Value exceeding \$250, 000.00 for a given project, to search for responsible subcontractors. Click on the following link and on the left side of page, select "Doing Business in the District of Columbia," scroll down list, select "Request for CBE Firms Listing," this shall take bidders/offerors to a form to complete and submit on line to begin a search. Request may take up to 24-72 hours depending on the scope of work categories needed. Subcontracting information may also be obtained from web link in **Section J.10 on Page 41** of this solicitation.

**H.7.2 Subcontracting Plan**

H.7.2.1 If the prime Contractor is required by law to subcontract under this Contract, it must subcontract at least 35% if the dollar volume of this Contract in accordance with the provisions of Section H.7.1. The prime Contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Director/ACCO, changes to the plan shall only occur with the prior written approval of the Director/ACCO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.7.2.2 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.7.2.3 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs; or, if insufficient qualified SBEs are available, who are certified business enterprises;

H.7.2.4 The names and address of all proposed subcontractors who are SBEs or, insufficient SBEs are available, who are certified business enterprises;

H.7.2.5 The name of the individual employed by the prime Contractor who shall administer the subcontracting plan and a description of the duties of the individual;

H.7.2.6 A description of the efforts the prime Contractor shall make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;

H.7.2.7 In shall subcontracts that offer further subcontracting opportunities, assurances that the prime Contractor shall include a statement, approved by the Director/ ACCO, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the Contract;

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- H.7.2.8 Assurances that the prime Contractor shall cooperate in any studies or surveys that may be required by the Director/ACCO and submit periodic reports, as requested by the Director/ACCO, to allow the District to determine the extent of compliance by the prime Contractor with the subcontracting plan;
- H.7.2.9 A list of the type of records the prime Contractor shall maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan and assurances that the prime Contractor shall make such records available for review upon the District's request; and
- H.7.2.10 A description of the prime Contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.
- H.7.3 Subcontracting Plan Compliance Reporting**
- H.7.3.1 If the Contractor has an approved subcontracting plan required by law under this Contract, the Contractor shall submit to the Director/ACCO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the Contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly Subcontracting Plan Compliance Report shall include the following information:
- H.7.3.2 The dollar amount of the Contact or procurement;
- H.7.3.3 A brief description of the goods procured or the services contracted for;
- H.7.3.4 The name of the business enterprise from which the goods were procured or services contracted;
- H.7.3.5 Whether the subcontractors to the Contract are certified business enterprises;
- H.7.3.6 The dollar percentage of the Contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.7.3.7 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.7.3.8 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
- H.7.4 Enforcement and Penalties for Breach of Subcontracting Plan**
- H.7.4.1 If during the performance of this Contract, the Contractor fails to comply with its approved subcontracting plan and the Director/ACCO determines the Contractor's failure to be a material breach of the Contract, the Director/ACCO shall have cause to terminate the Contract under the default clause of the Standard Contract Provisions.
- H.7.4.2 There shall be a rebuttable presumption that a Contractor willfully breached its approved subcontracting plan if the Contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.7.4.3 A Contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a Contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the Contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

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

**PART I: THE SCHEDULE**

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS and OTHER ATTACHMENTS**

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**PART I: THE SCHEDULE**

**SECTION I**

**LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

**CONTRACT CLAUSES**

**I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS AND WAGE DETERMINATION**

The Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007 (Attachment J-1), are incorporated by reference into this contract. The Standard Provisions are attached hereto and can also be retrieved at: [http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf).

**I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

**I.3 CONFIDENTIALITY OF INFORMATION**

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

**I.4 TIME**

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

**I.5 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.4. An award cannot be made to any Prospective Offeror who has not satisfied the equal employment requirements as set forth by the Department of Small and Local Business Development.

**I.6 DEPARTMENT OF MENTAL HEALTH POLICIES AND RULES**

Includes requirement to be in compliance with DMH Policies and Rules with References to DMH Web Site with Link. <http://dmh1.dc.gov/node/2405921.7>

**I.7 OTHER CONTRACTORS**

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

**I.8 SUBCONTRACTORS**

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

**I-9 SUCCESSOR CONTRACTOR**

I.9.1 Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor contractor.

**I-10 SUSPENSION OF WORK**

I-10.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Director, Contracts and Procurement/Agency Chief Contracting Officer (Director/ACCO) determines appropriate for the convenience of the District. If the performance of all or any part of the work is, for an unreasonable period of time, suspended, delayed or interrupted by an act of the Director, Contracts and Procurement/Agency Chief Contracting Officer in the administration of this contract, or by the Director/ACCO's failure to act within the time specified in this contract (or within a reasonable time if not specified), an adjustment shall be made for any increase in the cost of performance of this contract (excluding profit) necessarily caused by the unreasonable suspension, delay, or interruption and the contract modified in writing accordingly.

I-10.2 No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor, or for which an equitable adjustment is provided for or excluded under any other term or condition of this contract.

I-10.3 A claim under this clause shall not be allowed for any costs incurred more than twenty (20) days before the Contractor shall have notified the Director/ACCO in writing of the act or failure to act involved (but this requirement shall not apply as to a claim resulting from a suspension order); and unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.I-11

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**STOP WORK ORDER**

- I-11.1 The Director, Contracts and Procurement/Agency Chief Contracting Officer may, at any time, by written order to the Contractor, require the Contractor to stop all, or any part, of the work called for by this contract for a period of ninety (90) days after the order is delivered to the Contractor and for any further period to which the parties may agree.
- I-11.2 The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurring of costs allocable to the work covered by the order during the period of work stoppage. Within a period of ninety (90) days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall either cancel the stop-work order; or terminate the work covered by the order as provided in the Default or Termination for Convenience clauses in the Standard Contract Provisions (Attachment J-1).
- I-11.3 If a stop-work order issued under this clause is canceled or the period of the order or any extension thereof expires, the Contractor shall resume work. The Director, Contracts and Procurement/Agency Chief Contracting Officer shall make an equitable adjustment in the delivery schedule or contract price, or both and the contract shall be modified, in writing, accordingly.
- I-11.4 If the stop-work order results in an increase in the time required for, or in the Contractor's cost properly allocable to, the performance of any part of this contract; and the Contractor asserts its right to the adjustment within thirty (30) days after the end of the period of work stoppage; provided, that, if the Director, Contracts and Procurement/Agency Chief Contracting Officer decides the facts justify the action, the Director, Contracts and Procurement/Agency Chief Contracting Officer may receive and act upon the claim submitted at any time before final payment under this contract.
- I-11.5 If a stop-work order is not canceled and the work covered by the order is terminated for the convenience of the District, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow reasonable costs resulting from the stop-work order in arriving at the termination settlement.
- I-11.6 If a stop-work order is not canceled and the work covered by the order is terminated for default, the Director, Contracts and Procurement/Agency Chief Contracting Officer shall allow, by equitable adjustment or otherwise, reasonable costs resulting from the Stop-Work order.

**I.12 INSURANCE**

The Contractor shall procure and maintain at its own cost and expense, during the entire period of performance under this Contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work. All insurance shall be procured from insurers authorized to do business in Washington, DC. The Contractor shall require all subcontractors to carry the insurance required herein, or Contractor may, at his option, provide the coverage for any or all

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subcontractor and if so, the evidence of insurance submitted shall so stipulate. In no event shall work be performed until the required certificate of insurance has been furnished. The insurance shall provide for 30 days prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

Evidence of insurance shall be submitted to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Government of the District of Columbia  
Department of Mental Health  
64 New York Avenue, NE, 2<sup>nd</sup> Floor  
Washington, DC 20002

**I.13 WORKERS' COMPENSATION INSURANCE**

A policy complying with the requirements of the statutes of the jurisdiction(s) in which the contract work shall be performed, covering all employees of the Contractor. Employer's Liability coverage with limits of liability of not less than \$100,000/accident, \$100,000/disease and \$500,000/disease policy limit shall be included.

**I.14 COMMERCIAL GENERAL LIABILITY INSURANCE**

A policy issued to and covering liability imposed upon the Contractor with respect to all work to be performed and all obligations assumed by the Contractor under the terms of this Contract. Products-completed operations, independent contractors and contractual liability coverage's are to be included. If any machinery, equipment, storage containers or anything else that has the potential for releasing contaminants (e.g., fuels, lubricants, etc.) into the environment shall be brought onto the job site, the policy shall endorsed to provide coverage's for sudden and accidental pollutions. The District is to be designated as an additional insured with respect to operations to be performed. Coverage under this policy or policies, shall have limits of liability of not less than \$1,000,000 per occurrence, combined single limit for bodily injury (including disease or death), personal injury and property damage (including loss of use) liability.

I.14.1 All insurance shall be written with responsible companies. Each insurance policy shall be provided for at least thirty (30) days written notice to the District, prior to any termination or material alternation.

**I.15 GOVERNING LAW**

This Contract is governed by the laws of the District of Columbia, the rules and regulations of the Department of Mental Health and other pertinent laws, rules and regulations relating to the award of public contracts in the District.

**I.16 FIRST SOURCE EMPLOYMENT AGREEMENT**

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

**I.17 ANTI-KICKBACK PROCEDURES**

Definitions:

“Kickback,” as used in this clause, means any money, fee, commission, credit, gift, gratuity, thing of value, or compensation of any kind which is provided, directly or indirectly, to any prime Contractor, prime Contractor employee, subcontractor, or subcontractor employee for the purpose of improperly obtaining or rewarding favorable treatment in connection with a prime contract or in connection with a subcontract relating to a prime contract.

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

I.17.1 “Prime contract,” as used in this clause, means a contract or contractual action entered into by the District for the purpose of obtaining supplies, materials, equipment, or services of any kind.

I.17.2 “Prime Contractor” as used in this clause, means a person who has entered into a prime contract with the District.

I.17.3 “Prime Contractor employee,” as used in this clause, means any officer, partner employee, or agent of a prime Contractor.

I.17.4 “Subcontract,” as used in this clause, means a contract or contractual action entered into by a prime Contractor or subcontractor for the purpose of obtaining supplies, materials, equipment, or services of any kind under a prime contract.

I.17.5 “Subcontractor,” as used in this clause, means any person, other than the Prime Contractor, who offers to furnish or furnishes any supplies, materials, equipment, or services of any kind under a Prime Contract or a subcontract entered into in connection with such prime contract and includes any person who offers to furnish or furnishes general supplies to the prime Contractor or a higher tier subcontractor.

I.17.6 “Subcontractor employee,” as used in this clause, means any officer, partner, employee, or agent of a subcontractor.

I-17.6 The Anti-Kickback Act of 1986, 41 U.S.C. §§ 51-58 (the Act), prohibits any person from:

I.17.6.1 Providing or attempting to provide or offering to provide any kickback;

I.17.6.2 Soliciting, accepting, or attempting to accept any kickback; or

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- I.17.6.3 Including, directly or indirectly, the amount of any kickback in the contract price charged by a prime Contractor to the District or in the contract price charged by a subcontractor to a prime Contractor or higher tier subcontractor.
- I.17.7 The Contractor shall have in place and follow reasonable procedures designed to prevent and detect possible violations described in paragraph I-17.6 of this clause in its own operations and direct business relationships.
- I.17.8 When the Contractor has reasonable grounds to believe that a violation described in paragraph I-17.6 of this clause may have occurred, the Contractor shall promptly report in writing the possible violation to the Director, Contracts and Procurement/Agency Chief Contracting Officer.
- I.17.9 The Director, Contracts and Procurement/Agency Chief Contracting Officer may offset the amount of the kickback against any monies owed by the District under the Prime Contract and/or direct that the Prime Contractor withhold from sums owed a subcontractor under the prime contract the amount of the kickback. The Director, Contracts and Procurement/Agency Chief Contracting Officer may order that monies withheld under this clause be paid over to the District unless the District has already offset those monies under this clause. In either case, the Prime Contractor shall notify the Director, Contracts and Procurement/Agency Chief Contracting Officer when the monies are withheld.
- I.18 RIGHTS IN DATA**
- I.18.1 “Data,” as used herein, means recorded information, regardless of form or the media on which it may be recorded. The term includes technical data and computer software. The term does not include information incidental to contract administration, such as financial, administrative, cost or pricing, or management information.
- I.18.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications and related information and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing and management data or other information incidental to contract administration.
- I.18.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be

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either machine-dependent or machine-independent and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.18.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.18.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Contractor for the District under this contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public. The District shall not unreasonably withhold consent to the Contractor's request to publish or reproduce data in professional and scientific publications.
- I.18.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.18.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
  - I.18.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
  - I.18.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and
  - I.18.6.4 Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.18.7 The restricted rights set forth in Section I-18.6 are of no effect unless:
- I.18.7.1 The data is marked by the Contractor with the following legend:



**RESTRICTED RIGHTS LEGEND**

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

- I.18.7.2 If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.18.8 In addition to the rights granted in Section I-18.9 below, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I-18.9 below, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in this paragraph.
- I.18.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use Section I-18.5 in the subcontract, without alteration and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.18.10 For all computer software furnished to the District with the rights specified in Section I-18.3, the Contractor shall furnish to the District a copy of the source code with such rights of the scope specified in Section I-18.7. For all computer software furnished to the District with the restricted rights specified in Section I-18.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by the court if competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract and a single copy of the documentation associated therewith, upon payment to the person in control of the sources code the reasonable cost of making each copy.
- I.18.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses for the following:

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- I.18.11.1 Violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or
- I.18.11.2 Based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.18.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.18.13 Sections I-18.6, I-18.7, I-18.8, I-18.11 and I-18.12 in this clause are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of

**I.19 ORDER OF PRECEDENCE**

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

- I.19.1 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Attachment J.2)**
- I.19.2 Wage Determination No. 2005-2103 (Revision No. 12, June 13, 2012)**
- I.19.3 Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. (Attachment J.1)**
- I.19.4 Sections A through J of this Contract Number RM-13-RFP-XXX-MAI TCE-BY04-CPS**
- I.19.5 Best and Final Offer (BAFO) dated**
- I.19.6 Request for Proposal (RFP) Submission from Prospective Vendor dated**
- I.19.7 DMH Policies and Rule**

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

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

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

- J-1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated March 2007 (SCP). (Double click on link”) (27 PAGES)  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/Standard\\_Contract\\_Provisions\\_0307.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/Standard_Contract_Provisions_0307.pdf)
- J-2 Settlement Agreement dated September 8, 2011 In Dixon, et al. v Gray, et al., ca 74-285 (TFH) (Dixon Settlement Agreement) (Double click on link) (22 PAGES)  
<http://dmh1.dc.gov/sites/default/files/dc/sites/dmh/publication/attachments/DixonSettlementAgreement.pdf>
- J-3 Tax Certification Affidavit (Double click on link) (1 PAGE)  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/TAX\\_CERTIFICATION\\_AFFIDAVIT.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/TAX_CERTIFICATION_AFFIDAVIT.pdf)
- J-4 Equal Employment Opportunity (EEO) Policy Statement (6 PAGES) (Double click on link)  
[http://ocp.in.dc.gov/ocp/lib/ocp/policies\\_and\\_form/eo\\_compliance.pdf](http://ocp.in.dc.gov/ocp/lib/ocp/policies_and_form/eo_compliance.pdf)
- J-5 First Source Agreement (9 PAGES)  
[http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20\(2\).pdf](http://ocp.dc.gov/DC/OCP/Publication%20Files/FIRST%20SOURCE%20EMPLOYMENT%20PLAN%20%2012%207%2010%20FINAL2%20(2).pdf)
- J-6 Bidder/Offeror Certificate Form (5 PAGES) (Double click on link)  
[http://ocp.dc.gov/DC/OCP/Publication%20Files/Bidder-Offeror\\_Certification\\_Form.xls](http://ocp.dc.gov/DC/OCP/Publication%20Files/Bidder-Offeror_Certification_Form.xls)
- J-7 Wage Determination No. 2005-2103 (Revision 12) June 13, 2012 (10 PAGES)  
<http://www.wdol.gov/wdol/scafiles/std/05-2103.txt?v=12> (Double click on link)
- J-8 Living Wage Act Fact Sheet (The Way to Work Amendment Act of 2006) (2 PAGES)  
<http://ocp.dc.gov/DC/OCP/Publication%20Files/Living%20Wage%20Act%20Fact%20Sheet2010.pdf> (Double click on link)
- J.9 Department of Mental Health Policies and Rules <http://dmh1.dc.gov/node/240592>  
(Double click on link)
- J.10 Mandatory Subcontracting Plan Information <http://dslbd.dc.gov>

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

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

**SECTION K**

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

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**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS**

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

**K.2.1** The Offeror, by checking the applicable box, represents that

(a) It operates as:

a corporation incorporated under the laws of the State of

an individual,

a partnership

a nonprofit organization, or

a joint venture; or

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

an individual

a joint venture, or

a corporation registered for business in \_\_\_\_\_

(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for Contracts subject to the order. Failure to complete the certification may result in rejection of the Offeror for a Contract subject to the order.

**I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11 and agree to comply with them in performance of this Contract.**

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

**Offeror \_\_\_ has \_\_\_ has not participated in a previous Contract or subcontract subject to the Mayor’s Order 85-85. Offeror \_\_\_ has \_\_\_ has not filed all required compliance reports and representations indicating submission of required reports signed by proposed subcontractor. (The above representations need not be submitted in connection with Contracts or subcontracts, which are exempt from the Mayor’s Order.)**

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT - REFERENCES SCP CLAUSE13/DISTRICT EMPLOYEES NOT TO BENEFIT/PAGE 7**  
[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) (Double click on link)

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the Standard Contract Provisions shall benefit from this Contract.

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

\_\_\_\_\_  
\_\_\_\_\_

**K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION**

- (a) Each signature of the Offeror is considered to be a certification by the signatory that:
- (1) The prices in the Offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any Contractor or competitor relating to:
    - (i) those prices
    - (ii) the intention to submit an Offer, or
    - (iii) the methods or factors used to calculate the prices in the Offer;
  - (2) The prices in the Offer have not been and shall not be knowingly disclosed by the Offeror, directly or indirectly, to any other Offeror or competitor before award unless otherwise required by law; and
  - (3) No attempt has been made or shall be made by the Offeror to induce any other concern to submit or not to submit an Offer for the purpose of restricting competition.
- (b) Each signature on the Offer is considered to be a certification by the signatory that the signatory:
- (1) Is the person in the Contractor's organization responsible for determining the prices being offered in this Offer and that the signatory has not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - (2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated and shall not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:
- 
- (Please insert full name and title of the person(s) in the organization responsible for determining the prices offered in this Offer)**
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated and shall not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror shall furnish with its Offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7                    ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror acknowledges receipt of the following Amendments to the solicitation and related documents numbered and dated as follows:

<u>Amendment No.</u>	<u>Date</u>	<u>Name of Authorized Representative</u>	<u>Title of Authorized Representative</u>	<u>Signature of Authorized Representative</u>

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



**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 a Contract resulting from this solicitation to the Responsive and Responsible Offeror whose Offer conforming to the solicitation shall be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

**L.1.2 Initial Offers**

The District may award a Contract on the basis of initial Offer received, without discussion. Therefore, each initial Offer should contain the Contractor best terms from a standpoint of cost or price, 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, with one Titled “**Technical Proposal**” and the other Titled “**Price Proposal**”. Proposals shall be typewritten in 12 point Times New Roman font on 8.5” by 11” bond paper **and shall Not Exceed 25 Pages. Telephonic and facsimile proposals shall not be accepted by DMH.** Each proposal shall be submitted in a sealed envelope conspicuously marked “**Proposal in Response to Solicitation No. (insert solicitation number, title and name of Offeror)**”).

**L.2.2** Contractors are directed to the specific Proposal Evaluation Criteria found in Section M of this solicitation, Evaluation Criteria. Contractors shall respond to each Criteria in a way that shall allow the DMH to evaluate the Contractor’s response. Contractors shall submit information in a clear, concise, factual and logical manner, providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The Technical Proposal submission must contain sufficient detail to provide a clear and concise representation of the requirements stated in Section C.

**L.2.3 Technical Proposal**

**L.2.3.1** The Technical Proposal shall be no more than **25 Single-Spaced Pages, One Side Only**. DMH shall not consider any pages in **excess of 25 pages** to be a part of the Technical Proposal and shall not review or evaluate such pages. Contractor (s) shall address all of the requirements depicted in Section C – Scope of Work/Deliverable.

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**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, below);
- L.2.3.2.2** Attachment J.3 of this solicitation, Tax Certification Affidavit
- L.2.3.2.3** Attachment J.4 of this solicitation, Equal Employment Opportunity Form
- L.2.3.2.4** Attachment J.5 of this solicitation, First Source Agreement
- L.2.3.2.5** Attachment J.6 of this solicitation, Bidder/Offeror Certification Form
- L.2.3.2.6** Section K of this solicitation, Representations, Certifications and Other Statements of Offeror

**L.2.3.2.7** The names, address, phone numbers and e-mail addresses of at least, but no more than three (3) government agencies/points of contact for which the Contractor has provided the same or similar services in the last three (3) years. DMH shall contact these agencies as part of conducting its Past Performance Evaluation (See Section M.4, below.)

**L.2.3.2.8** Any document required by Section C and Section L.19 of this solicitation.

**L.2.4** **Price Proposal**

**L.2.4.1** Offerors shall complete Section B, Pricing Schedule to include a detail **Supporting Budget Narrative to explain Pricing.**

**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**

Proposal must be submitted no later than **FRIDAY, AUGUST 30, 2013 AT 2:00PM(EST)** to the following address **AND CLEARLY MARKED THAT IT IS A REQUEST FOR PROPOSAL SUBMISSION WITH THE SOLICITATION NUMBER: RM-13-RFP-150-MAI TCE-BY04-CPS in compliance with Section L.2:**

Government of the District of Columbia  
Department of Mental Health  
Contracting and Procurement Services  
64 New York Avenue, N.E. – 2nd Floor  
Washington, DC 20002  
Attn: Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer

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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 (5<sup>th</sup>) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received by DMH.

**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 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 Contractor 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 an offer that is not considered shall be held unopened, unless opened for identification, until after award and then retained with unsuccessful offers resulting from this solicitation.

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the **Contact Person identified in Section A, Page One, Item #10 of this solicitation**. The prospective Offeror shall submit questions no later than **Ten (10) Calendar Days** prior to the closing date and

time indicated for this solicitation. The District shall not consider any questions received fewer than **Ten (10) Calendar Days** before the date set or submission of the 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 other 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 Mental Health, 64 New York Avenue, N.E., 2nd Floor, Washington, DC 20002, Telephone (202) 671-3171/3173 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** Offerors who include in their proposals 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 the Sheet is subject to the restriction on the title page of this proposal.”

**L.7 PROPOSALS WITH OPTIONS YEARS**

The Offeror shall include option year prices in its Price proposal. An Offer may be determined to be unacceptable if it fails to include option year pricing.

**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 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 prior to the time set for receipt of initial proposals shall be filed with the Board prior to bid opening or 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 this 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting officer for the solicitation.

**L.9**                    **SIGNING OF OFFERS**

The Offeror shall sign the Offer in **Blue Ink** and print or type the name of the Offeror and the name and title of the person authorized to sign the Offer in blocks 14, 14A, 15 and 15A of Section A, Solicitation, Offer and Award form, page one of this solicitation. The Contractor's solicitation submission must be **signed in Blue Ink** by an authorized negotiator as identified in Section K.1 of your submission. DMH 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.3-Certification as to Compliance with Equal Opportunity Obligations, Tax Certification Affidavit, First Source Employment Agreement), only an original signature by an authorized negotiator, in **Blue Ink** shall be accepted by DMH. 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 Contractor'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 Offeror.

**L.12**            **PROPOSAL COSTS**

The District is not liable for any costs incurred by the Offeror 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 Contractor must submit within ten (10) days of request an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code section 2-534, in order for the District to comply with Section 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 Contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

**L.14**            **CERTIFICATES OF INSURANCE**

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.12 prior to commencing work. Evidence of insurance shall be submitted within ten (10) days of request by the District to:

Samuel J. Feinberg, CPPO, CPPB  
Director, Contracts and Procurement  
Agency Chief Contracting Officer  
Contract and Procurement Services  
64 New York Avenue, N.E., 2nd Floor  
Washington, DC 20002  
(202) 671-3188 – Office  
(202) 671-3395 – Fax  
[Samuel.feinberg@dc.gov](mailto:Samuel.feinberg@dc.gov)

**L.15**            **ACKNOWLEDGMENT OF AMENDMENTS**

Offerors 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 the solicitation; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of Offers. A Contractor's failure to acknowledge an amendment may result in rejection of the Offer.

**L.16**            **BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, negotiations are conducted, all Contractors within the Competitive Range shall be so notified and shall be provided an opportunity to submit written Best and Final Offers (BAFOs) at the designated date and time. Best and Final Offers shall be subject to Late Submissions, Late Modifications



and Late Withdrawals of Proposals provision of the solicitation. After receipt of best and final offers, no discussions shall be reopened unless the

Director/ACCO 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 Contracting Officer shall issue an additional request for BAFOs to all Offerors still within the competitive range.

**L.17**            **KEY PERSONNEL**

The Offeror 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 Offeror agrees that its Offer remains valid for a period of 120 days from the solicitation's closing date.

**L.19**            **LEGAL STATUS OF CONTRACTOR**

**L.19.1**

Offeror must provide as part of its proposal its Name, Address, Telephone Number, Federal tax identification number and DUNS Number.

**L.19.2**

Offeror 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 section 47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Contract award or its exemption from such requirements; and

**L.19.3**

If the Offeror is a partnership or joint venture, Offeror must provide the names of general partners or joint ventures and copies of any joint venture or teaming agreements.

**L.20**            **FAMILIARIZATION WITH CONDITIONS**

Offerors 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 work is to be accomplished. Offerors 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 Offeror shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Contract requirements, therefore, the Offeror 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, tax laws and regulations.**
- L.21.5 Furnish evidence of a satisfactory performance record, record of integrity and business ethics.**
- L.21.6 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 Contracting Officer shall determine the Offeror to be non-responsible.**

**L.22 OPTIONAL PRE-PROPOSAL CONFERENCE**

- L.22.1** The District shall conduct an Optional Pre-Proposal Conference (**Attendance is Strongly Encouraged by All Prospective Offerors**) on **MONDAY, AUGUST 5, 2013 AT 12:00 NOON(EST), CONFERENCE ROOM TBD** 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 fifteen (15) days after the release of 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 formal position. All questions must be submitted in writing to the Director/ACCO following the close of the Pre-Proposal conference in order to generate a formal answer, but in any event no fewer than Ten (10) 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 Contract shall be awarded to the responsive and responsible Offeror whose offer is most advantageous to the District, based upon the evaluation criteria specified below. Thus, while the points in the Evaluation Criteria indicate their relative importance, the Total Scores shall not necessarily be determinative of the award. Rather, the Total Scores shall guide the District in making an intelligent award decision based upon the combination of Technical Evaluation Criteria and Pricing to achieve the Best Value that is in the Best Interest of the District. Scoring shall be weighted heavily on the Contractor’s successful experience providing services to persons who have a co-occurring HIV, Substance Abuse and/or Mental Health Disorder.

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

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

M.2.2 The Technical Rating is a weighting mechanism that shall be applied to the Point Value for each Evaluation Criteria to determine the Contractor’s Score for each Criteria. The Contractor’s Total Technical Score shall be determined by adding the Contractor’s score for each Evaluation Criteria. For example, if an Evaluation Criteria has a point value range of twenty (20) points, using the Technical Rating Scale above, if the District evaluates the Offeror’s response as “Good”, then the score for that Evaluation Criteria shall be 4/5 of 20 or 16.

If sub-factors are applied, the Contractor’s Total Technical Score shall be determined by adding the Offeror’s score for each sub-factor. For example, if an Evaluation Criteria has a point value range of twenty (20) points, with two sub-factors of ten (10) points each, using the Technical Rating Scale above, if the Districts evaluates the Offeror’s response as “Good” for the first sub-factor and “Poor” for the second sub-factor, then the total score for that evaluation factor is 4/5 of 10 or 8 for the first sub-factor plus 1/5 of 10 or 2 for the second sub-factor, for a total of 10 for the entire factor.

**M. 3 EVALUATION CRITERIA**

Selection of Offerors for Contract awards shall be based on an Evaluation of Proposals against the following Evaluation Criteria which shall be reviewed and scored according to the quality of the responses to required sections. Each proposal shall be scored on a 100-point scale.

**M.3.1 TECHNICAL CRITERIA (90 Points Maximum)**

**A. Staff and Organization Structure design (25 Points)**

- The Contractor demonstrates three to five years of experience in the provision of Community-Based Mental Health, Primary Care or Substance Abuse services. The Contractor demonstrates the experience and ability to engage the population of focus, families that reside in urban setting in the treatment/stabilization processes and is familiar with the culture of this population. The Contractor demonstrates the incorporation of the principles and practices of a culturally competent system of care approach in their existing service delivery system; consistent with best practices. Describes the proposed organizational structure of the network that supports service integration and timely access to services.
- The Contractor demonstrates experience in employing clinical supervisory and direct care staff who works in community based settings with the ability to screen, assess and develop effective treatment plans, provide care coordination and effectively collaborate with other agencies and service providers to ensure that people in care receive the services needed to address their health, mental health and substance use issues. Describes the effectiveness of their clinical infrastructure that provides close supervision of staff and oversight of services provided to children and their families. The Contractor's organization and staff experience in community education, service training and consultation is demonstrated clearly. Staff biographical sketches included in proposal.

**B. Integration of Systems and Services (25 Points)**

- Describes the Contractor's experience providing integrated care for individuals with co-occurring disorders.
- Includes a description of how primary health care shall be linked to and integrated with behavioral health care services and supports.

**C. Knowledge of the Populations of Focus (15 Points)**

- The Contractor describes the community demographics where services shall be delivered for DMH.
- Describes its knowledge of the TANF population and the population of individuals living with or at risk of HIV with co-occurring disorders and barriers to their care.

**D. Financial Sustainability (10 Points)**

- The Contractor demonstrates their organization capacity and financial stability to implement and sustain the services described. The Contractor demonstrates their experience in sustaining existing services through Medicaid billing, billing of private insurance and other funding sources. The Contractor discusses past and present grant funding applied for and/or successfully awarded to them.

**E. Evaluation (15 points)**

- Demonstrates the ability to conduct both process and outcome evaluations.

**M.3.2 PRICE CRITERION (10 Points Maximum)**

The Price Evaluation shall be objective. The Contractor with the Lowest Cost/Price shall receive the Maximum Price Points. All other Proposals shall receive a proportionately lower total score. The following formula shall be used to determine each Contractor's Evaluated Cost/Price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**Detailed Narratives to Support Cost/Price**

- In addition, all proposals must include a Proposed Budget with a Detailed Narrative to Support their submitted Cost/Price which delineates expected revenues from billing, needed Contract client support dollars and start-up costs. The Proposed Budget shall include Contract Line Item Numbers (CLINs) for expenditures with a Detailed Budget Narrative. Staff positions shall be specified, including Lead Clinicians and Evaluation Staff.

The Contractor must submit a statement indicating the willingness to collect the minimum data set of information specified in Section C.6.5.

**M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2**

**(12 Points Maximum)**

**M.3.4 MAXIMUM GRAND TOTAL POINTS (112 Points Maximum)**

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

**M.4 EVALUATION OF OPTION YEARS**

The District shall evaluate Offers for award purposes by evaluating the total price for all option years as well as the base year. Evaluation of Options Years shall not obligate the District to exercise them. The total District's requirements may change during the options years. Quantities to be awarded shall be determined at the time each option is exercised by DMH.

**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 LBE 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-points 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 Points to which a Certified Business Enterprise is entitled under the Act is the equivalent to 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 certified 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 Offeror seeking to receive preference on this solicitation must be certified at the time of submission of its proposal. The Director/ACCO shall verify the Contractor's certification with DSLBD and the Contractor should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

M.5.4.2 Any Contractor 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, N.W., Suite 970N  
Washington, D.C. 20001

M.5.4.3 All Offerors 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 Contractor.

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.