SOLICITATION, OFFER, AND AWARD

1. Caption	Page of Pages	
Comprehensive Health Care Services	1	85

2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market
	DCFL-2010-R-0001	[ ] Sealed Bid (IFB) [X] Sealed Proposals (RFP) [ ] Sole Source [ ] Human Care Agreements [ ] Emergency	11/30/2009	[x] Open [ ] Set Aside [ ] Open with Sub-Contracting Set Aside

7. Issued By:	8. Address Offer to:
Office of Contracting and Procurement 441 4th Street, N.W. Suite 700 South Washington, DC 20001	Office of Contracting and Procurement 441 4th Street, N.W. Suite 700 South Washington, D.C. 20001

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 6 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703 South until 2:00 p.m. (Hour) local time 30-Dec-09 (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name	B. Telephone (Area Code)	(Number)	(Ext)	C. E-mail Address
	Linda Thomas	202	724-4026	n/a	linda.thomas@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract

15B. Telephone (Area Code)	(Number)	(Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
			[ ]		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date

Government of the District of Columbia — Office of Contracting & Procurement

SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 SUMMARY OF SUPPLIES SERVICE

The Government of the District of Columbia, Office of Contracting and Procurement, on behalf of the District Government, Department of Corrections (DOC), is seeking a contractor to provide Comprehensive Health Care Services for persons in the custody of the District at the District's Central Detention Facility (CDF), 1901 D Street, S.E., Correctional Treatment Facility (CTF), 1901 E Street, S.E., and Community Correctional Centers (CCC-Halfway Houses), housed at locations specified in Section C.4.33.

B.2 The District contemplates award of a firm fixed-price contract.

B.3 RFP OPEN MARKET SOLICITATIONS (SERVICES)

If an offeror intends to subcontract under this solicitation, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1. The prime contractor responding to this solicitation 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 bidder intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its proposal.

B.4 PRICE SCHEDULE – FIRM FIXED PRICE

B.4.1 BASE PERIOD (*Date of award with three base year periods and two option years thereafter)*

CLIN	ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT	TOTAL ANNUAL PRICE
0001	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.4 (Base Period Year 1)	$ _____	12	Month	$ _____
0001AA	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.4 (Base Period Year 2)	$ _____	12	Month	$ _____
0001AB	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.4 (Base Period Year 3)	$ _____	12	Month	$ _____
Total for Base Period					**$**_____

B.4.2 OPTION YEAR ONE

CLIN	ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT	TOTAL ANNUAL PRICE
1001AA	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.4 (Option Year 1)	$ _____	12	Month	$ _____
Total for Option Year One					$_____

B.4.3 OPTION YEAR TWO

CLIN	ITEM DESCRIPTION	UNIT PRICE	QUANTITY	UNIT	TOTAL ANNUAL RICE
2001AA	Provide Comprehensive Health Care Services for the Department of Corrections Inmates population in accordance with Section C.4 (Option Year 2)	$ _____	12	Month	$ _____
Total for Option Year Two					$_____

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The District of Columbia Office of Contracting and Procurement, on behalf of the Department of Corrections (the District), requires an experienced Contractor to provide Comprehensive Health Care Services for persons in the custody of the District and housed at the Central Detention Facility (CDF), the Correctional Treatment Facility (CTF) and Community Correctional Centers (Halfway Houses).

C.1.1 The primary purpose of the contract is to provide health care services which will include, but are not limited to: intake medical evaluation and screening, primary care, specialty care, diagnostic testing, surgical services, emergency and urgent care, inpatient care, rehabilitation/step down, dialysis, dental services, mental health services, substance abuse services and hospice.

Correctional health care shall be based on the five elements of the Public Health Care Model:

C.1.1.1 Early detection and assessment
C.1.1.2 Prompt and effective treatment at a community standard of care
C.1.1.3 Prevention measures
C.1.1.4 Comprehensive health education
C.1.1.5 Discharge Planning to encourage, continuity of care in the community upon release

C.2 DEFINITIONS/ACRONYMS

C.2.2.1 "ACA" shall mean the American Correctional Association
C.2.2.2 "AMA" shall mean the American Medical Association
C.2.2.3 "Business Day" shall mean any day on which offices of the government of the District of Columbia is open for business
C.2.2.4 "CCA" shall mean the Corrections Corporation of America
C.2.2.5 "CCC" shall mean the Community Corrections Centers
C.2.2.6 "CDF" shall mean the Central Detention Facility
C.2.2.7 "Comprehensive Health Care Services" shall refer to medically necessary health services required by Inmates delivered both inside and outside CDF and CTF, including primary and specialty physician and other health professional services, hospital services (inpatient and outpatient), nursing or other step-down care, hospice, pharmaceutical dispensing, laboratory and diagnostics, and other ancillary services.
C.2.2.8 "CTF" shall mean the Correctional Treatment Facility
C.2.2.9 "DOC" shall mean the District of Columbia Department of Corrections.
C.2.2.10 "FTE" shall mean Full Time Equivalent personnel, stated in terms of individuals working a regularly scheduled 40-hour week, or 2,080 hours worked per annum.

C.2.2.11 "JCAHO" shall mean the Joint Commission on Accreditation of Healthcare Organizations.
C.2.2.12 "NCCHC" shall mean the National Commission on Correctional Health Care.
C.2.2.13 "PPD" shall mean the Purified Protein Derivative/Mantoux skin test used to screen for tuberculosis.
C.22.14 "R&D" shall mean the Receiving and Discharge area or the Receiving and Discharge process for the Central Detention Facility.
C.2.2.15 "Sick Call" shall mean non-emergency care rendered to Inmates.

C.3 BACKGROUND

C.3.1 The District of Columbia, Department of Corrections (DOC) is responsible for managing the detention of pre-sentenced and sentenced male, female, and juvenile offenders in the District of Columbia. This population shall hereafter be referred to as "Inmates." The DOC manages two facilities, the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF), to house this population, in addition to contracting for community correctional center beds and a secure ward at the Greater Southeast Community Hospital (GSCH Locked Ward). The official capacities of the CDF and CTF are currently 2,498 and 1,206 respectively.

C.3.2 The Inmate population at the CDF and the CTF is highly transient and exhibits a wide array of serious health problems, including tuberculosis, HIV/AIDS, sexually transmitted disease, and mental illness.

C.4 REQUIREMENTS

C.4.1 The Contractor shall provide Comprehensive Health Care Services in accordance with legal requirements imposed by Federal and District of Columbia laws, District Licensing or Professional Boards, Court Orders, and DOC Administrative Directives/Policy Statements, including compliance with aspects of the Health Insurance Portability and Accountability Act of 1996.

C.4.2 The Contractor's duties and obligations regarding the provision of Comprehensive Health Care Services hereunder shall be subject to Contractor's ability to perform such duties and obligations at the CTF and CDF. To the extent that the Contractor is prevented from performing its duties and obligations under this contract because it does not have necessary, timely access to Inmates, whether because of security reasons or the District's failure to provide appropriate facilities and/or equipment, the Contractor shall be relieved from any associated duties and obligations provided that the Contractor has made every effort to adjust staffing schedules to accommodate 24 hour access.

C.4.3 The Contractor shall begin transition activities no later than thirty (30) days after contract award. The Contractor shall submit to the Contracting Officer's Technical Representative COTR) a final transition plan, including milestones, within thirty (30) days of contract award. During the transition period, the Contractor shall become familiar with all aspects of the medical units and services provided in the CDF, CTF, and Community Centers (Halfway Houses). The Contractor shall provide an Operations Manual that includes procedures, protocols, and methodologies for treatment; description of treatment programs; performance measures and reporting; final staffing plan, including job descriptions; training plan; and

quality management program to the COTR for approval prior to the end of the transition period in accordance with the approved final transition plan.

C.4.4 The Contractor shall provide the Comprehensive Health Care Services described herein.

C.4.5 CONTRACTOR EXPERIENCE AND ACCREDITATION

The Contractor shall provide a Principal Leadership staff, all of whom have had significant experience in administering or providing Comprehensive Health Care Services in the correctional programs, specifically in jail, at the time of the contract award. Principal Leadership staff shall include the Medical Director, Mental Health Director, Health Care Administrator and Director of Nursing.

C.4.5.1 The Contractor shall provide Comprehensive Health Care Services in accordance with the standards of the American Medical Association (AMA), applicable American Correctional Association (ACA) Health Care Standards, National Commission on Correctional Health Care (NCCHC), the Health Resources and Services Administration (HRSA) of the United States Department of Health and Human Services (DHHS), and other relevant standards defined in the policy and procedures of DOC.

C.4.5.2 The Contractor shall cooperate with the District to maintain ACA and NCCHC accreditation at the CDF and CTF. The Contractor shall be subject to the provisions of the Defaults clause in the Standard Contract Provisions for failure to maintain ACA and NCCHC health care accreditation.

C.4.5.3 The Contractor shall provide resumes of the key personnel listed in Section H.12.5 of their correctional health care experience.

C.4.5.4 The Contractor shall have the capacity to provide Comprehensive Health Care Services, as outlined in this Scope of Work, to District Inmates either directly or through medical sub-contractors. If some Comprehensive Health Care Services are provided through sub-contract, the Contractor must be capable of developing and managing a provider network and processing claims.

C.4.5.5 The Contractor shall have familiarity experience and have the competency in using an Electronic Medical Record (EMS) system.

C.4.6 INTAKE SCREENING

C.4.6.1 The Contractor shall conduct an intake screening of all Inmates arriving at CDF within 24-hours of arrival, unless otherwise medically necessary.

C.4.6.2 The Contractor shall conduct an initial intake screening on all inmates arriving at the CDF. The results of the screening shall determine the timeframe of an intake assessment. Any history of past or present illness/disease/diagnosis results in a referral for an intake or mental health (if applicable) assessment before being housed. All others shall receive their intake assessment within 5 business days.

C.4.6.3 A review of demographic information, triage data, documentation of any psychiatric or medical alerts, mental health, substance abuse and oral screening shall be performed in accordance District of Columbia Department of Corrections, Program Manual, Medical Management as Attachment J.1.17.

C.4.6.4 An intake screening form shall be addressed and completed in its entirety on each inmate at each intake.

C.4.6.5 The Mantoux TB skin test shall be implanted and read at 48-72 hours unless the EMR reflects the Inmates had a TB skin test planted and read at a DOC facility within (30) thirty days prior to the current intake or has history of a positive skin test in the past.

C.4.6.6 A posterior-anterior chest x-ray using teleradiology to screen for all males, and females after evidence of a negative pregnancy test. All x-ray shall be performed in accordance with the Centers for Disease Control (CDC) Guidelines for Control and Management for TB in Correctional Facilities.

C.4.6.7 Urine-based test for Gonorrhea and Chlamydia and serology for Syphilis shall be performed regardless of the last time they were tested in the facility.

C.4.6.8 Females receive urine-based pregnancy testing. All positive results must be confirmed via serology.

C.4.6.9 HIV Counseling, Testing, Referral and Discharge planning (CTRD): The testing is performed via oral rapid testing. All positive oral rapid testing shall be confirmed through serology. Inmates with documented HIV results in the DOC EMR within the previous 90 days of intake do not require another test. HIV CTRD shall be followed in accordance to District of Columbia Department of Corrections, Program Manual, Medical Management.

C.4.6.10 All inmates shall receive an Initial Discharge Treatment Plan (IDTP) after intake screening is completed and before being housed, with the exception of those referred to the physician for further follow-up.

C.4.6.11 The Contractor shall complete a transfer health assessment for all Inmates transferring between facilities to include but not be limited to, medical record review, medication evaluation and necessary intervention.

C.4.6.12 All services as described in Sections C.4.6.1 thru C.4.6.11 shall be carried out as written.

C.4.7 INTAKE ASSESSMENT

C.4.7.1 The Contractor shall provide an intake assessment for all inmates based on results of the intake screening. Inmates with a history of past or present illness/disease/diagnosis results in a referral for an intake and mental health (if applicable) assessment before being housed. All others shall receive their intake assessment within 5 business days. The Contractor shall provide or arrange for the provision of the following health care intake services except as may otherwise be set forth below:

C.4.7.2 A review of intake screening form, demographic information, triage data and noting of any psychiatric and medical alerts, the Contractor shall perform a medical history, health assessment, including oral assessment, review of systems and substance abuse history, which shall include administration of a brief assessment tool to evaluate a substance abuse needs that may result in a referral for treatment.

C.4.7.3 A complete gynecological exam for female Inmates within 14 days of intake, including a Papanicolaou smear, for Inmates who evidence specific problems, or a history suggestive of a need.

C.4.7.4 Additional laboratory and other tests and exams shall be performed as directed by the physician**.**

C.4.7.5 Medical personnel review of chest x-ray within 24 hours. Medical personnel shall review laboratory results within 72 hours of receipt. Panic values shall be addressed upon notification. Appropriate referrals for follow-up or further evaluation if required shall be made within 24 hours of the review.

C.4.7.6 Inmates requiring urgent medical treatment shall be referred to urgent care for follow-up as medically indicated.

C.4.7.7 Provide all Inmates with information describing the process and procedure for accessing internal and external health care.

C.4.7.8 First dose medications shall be administered as prescribed by the physician before being housed.

C.4.7.9 Upon completion of the intake assessment the contractor shall provide the inmate with an IDTP as described in Section C.4.6.10 of the contract.

C.4.8 TRIAGING OF SICK CALL COMPLAINTS

The Contractor shall collect and triage all health complaints from Inmates daily. All triage activities shall be under the direction of a registered nurse. The Contractor shall provide nursing sick call services to all non-lock-down Inmates requesting assessment within one Business Day of the receipt of request. The Contractor shall conduct daily triage in the Lock Down Units 7 days a week, including District holidays. The Contractor shall collect requests in accordance with ACA and NCCHC standards and DOC procedures.

C.4.9 NURSING SICK CALL

C.4.9.1 The Contractor shall provide sick call services for Inmates requesting routine or non-emergency medical care within one Business Day. The Contractor shall provide sick call services to all Inmates in lock-down requesting a Sick Call within 24 hours of the request. Sick call services shall be provided Monday through Friday (excluding holidays) by a registered nurse for all housing units except those considered "Lock-Down Units". The Contractor shall provide sick call services for “Lock-Down Units” seven (7) days per week, including District holidays.

C.4.9.2 The Contractor shall provide a nurse to initially evaluate Inmates in accordance with the Contractor's sick call protocols and shall either treat the Inmate or make a referral to the physician. The Contractor shall include its sick call protocols in its Operations Manual.

C.4.10 SICK CALL/PRIMARY CARE

C.4.10.1 The Contractor shall provide Inmates with Primary and acute care services that shall be provided by a physician or physician assistant or nurse practitioner. The Contractor shall ensure that Inmates referred to sick call/primary care services are seen within (3) three business days of referral.

C.4.10.2 Sick Call services shall be provided Monday through Friday (excluding District holidays) for all housing units except Lock-Down Units. For those units, the physician shall visit no less than (2) two days a week, unless there is a need for more frequent visits.

C.4.10.3 The Contractor shall develop a treatment plan for all Inmates. The Contractor shall incorporate any outstanding treatment concerns into the discharge plan upon inmates release into the community for follow-up and continuity of care as described in Section C.4.36 of the contract.

C.4.11 CHRONIC CARE CLINIC

C.4.11.1 The Contractor shall provide Inmates with chronic care services by a physician or physician assistant or nurse practitioner. The Contractor shall ensure that Inmates with evidence of a chronic illness receive an initial Chronic Care Clinic visit within (30) days of intake.

C.4.11.2 Chronic Care Clinics shall be provided Monday through Friday (excluding District holidays) for all housing units. Among the chronic care services are: Infectious Disease, Diabetes, Asthma, Hypertension, Hepatitis, Seizure, Tuberculosis, and Chronic Pain.

C.4.11.3 The Contractor shall develop a treatment plan for all Inmates diagnosed with a chronic condition. The Contractor shall incorporate any outstanding treatment concerns into the discharge plan upon inmates release into the community for follow-up and continuity of care.

C.4.12 SPECIALTY CLINICS

C.4.12.1 The Contractor shall provide the management and referral of medically necessary specialty services (i.e., specialty consultations/clinics, and all diagnostic services and procedures). The Contractor shall conduct "Specialty Services" either on-site, or off-site. "Specialty Services" shall be defined as those services provided for patients with needs beyond routine care, which are provided by a licensed practitioner with specialized knowledge and experience, consistent with the policy defining the exclusion of elective procedures, except those that are based on decision-making processes for elective surgery needed to correct a substantial functional deficit, or if an existing pathological process threatens the well-being of the inmate over a period of time. These

Specialty Services involve evaluation and treatment. Among the on-site Specialty Services that shall be provided under the contract are:

C.4.12.1.1 Cardiology, Ophthalmology, Dermatology, Gynecology, Orthopedics, Neurology, Podiatry, Infections Disease, General Surgery, Physical Therapy/Occupational Therapy, Dialysis.

C.4.12.2 *ON-SITE*: The Contractor shall provide or arrange for the provision of Specialty Services for Inmates referred by the examining practitioner.

C.4.12.3 The Contractor shall use its reasonable efforts to provide such Specialty Services within thirty (30) days of the referral by the examining practitioner. The thirty day threshold shall not relieve the Contractor of responsibility to appropriately manage and refer Inmates presenting with acute or urgent conditions. If the inmates are not seen within the required timeframe, the Contractor shall re-evaluate the inmate to determine if there is still a need for the specialist in accordance with clinical indications and accepted medical practices.

C.4.12.4 *OFF-SITE*: The Contractor shall provide or arrange for the provision of Specialty Services for Inmates referred by the examining practitioner.

C.4.12.5 The Contractor shall generate a complete referral to off-site services for Inmates who require care exceeding the resources available at the CDF and CTF that is consistent with the standards and must be defined in contractor policy. The Contractor shall make timely referrals based upon the severity of the problem. The Contractor shall ensure that all appropriate documents are available to the off-site provider to assist with the Inmates treatment. The Contractor shall ensure the appropriateness and approval of the referral. The Contractor shall seek approval for Federal inmates from the DOC federal billing office.

C.4.12.6 The Contractor shall re-evaluate Inmates that are not seen in the off-site clinic in (30) days of referral to determine if there is still a need for the specialist.

C.4.12.7 The Contractor shall not be responsible for any cost of off-site Specialty Services provided to any Federal Inmates who are housed at CDF or CTF. DOC will identify all such Inmates that qualify for federal billing and inform the Contractor of the same.

C.4.12.8 Except as otherwise provided in Section C.4.13.6 of the contract, the District will bear the full cost of transporting any Inmates to an off-site location for specialty services.

C.4.13 HOSPITAL SERVICES

C.4.13.1 The Contractor shall provide a referral to subcontract hospital (s) for Inmates who require care exceeding the resources available at the CDF or CTF. The Contractor shall make timely referrals based upon the severity of the problem. The Contractor shall ensure that the appropriate documentation accompany all Inmate transferred to hospital services. The Contractor shall ensure that a physician prior to transfer of an Inmate approves all referrals.

C.4.13.2 The Contractor shall provide inpatient and outpatient hospital services via subcontract, preferably at a hospital with a dedicated secure unit (Locked Ward). The subcontract hospital (s) shall be licensed and fully accredited by the Joint Commission on Accreditation of Healthcare Organizations (JCAHO) and in compliance with applicable District and Federal laws and regulations.

C.4.13.3 The Contractor shall be responsible for all hospital costs including hospital outpatient and inpatient negotiated costs per stay and ambulatory care costs, unless contractually negotiated under a shared risk cost arrangement.

C.4.13.4 The Contractor shall hire a licensed Practitioner with experience in the correctional setting as the primary on-site liaison and coordinator of care between the internal and external care providers at each hospital. In the event that the Practitioner in unable to practice on-site at a subcontracted hospital, the Contractor shall make arrangements for member of the subcontracted hospital's staff to serve as the primary liaison and coordinator of care between the subcontracted hospital and the District.

C.4.13.5 The Contractor shall obtain a report or discharge summary for patients returning from an off-site facility. In instances where the Contractor is unable to obtain the report or discharge summary, the Contractor shall notify the DOC Medical Director who will assist with obtaining said report or summary.

C.4.13.6 Except as otherwise provided in Section C.4.12.8 of the contract, the District will bear the full cost of transporting any Inmates to an off-site location for hospital services.

C.4.13.7 The Contractor shall not be responsible for the cost of any hospital services provided to any Federal Inmates who are housed at CDF or CTF, not withstanding anything contained herein to the contrary. DOC will identify all such Inmates that qualify for federal billing and inform the Contractor of the same.

C.4.14 URGENT CARE

C.4.14.1 The Contractor shall provide urgent care services in an area located in the medical units of the CDF and CTF. The Contractor shall be responsible for providing urgent/emergency medical assessment and stabilization services, including first-aid and cardiopulmonary resuscitation, and arranging 911 services for Inmates, DOC staff, contractors, and visitors, 24 hours per day, seven days a week. All 911 transportation cost for inmates shall be the responsibility of the Contractor. All 911 transportation cost for DOC staff, contractors, and visitors, shall be the responsibility of the District.

C.4.14.2 The Contractor shall contact fire and emergency medical services (FEMS) for emergency hospital transfers to transport inmates to outside hospital facilities for emergency services that cannot be adequately treated in the Urgent Care.

C.4.14.3 The District of Columbia Fire and Emergency Medical Services (FEMS) will provide emergency transport services. The Contractor shall notify the appropriate correctional staff that an escort is necessary when FEMS personnel are brought into the facility.

C.4.14.4 The Contractor shall be financially responsible for all 911 emergency ambulance costs for the Inmate population.

C.4.14.5 The Contractor shall be financially responsible for all intra hospital ambulance transfers for the Inmate population.

C.4.14.6 The Contractor shall not be responsible for the cost of any hospital services provided to any Federal Inmates who are housed at CDF or CTF, not withstanding anything contained herein to the contrary.

C.4.15 INFIRMARY CARE

C.4.15.1 The Contractor shall operate the infirmary at CTF. Infirmary care shall be available for Inmates requiring nursing care, chronic illness care, convalescent care, and all acute and chronic conditions which can be managed on-site. At a minimum the operation of the infirmary shall include:

C.4.15.2 A physician, physician assistant or nurse practitioner shall be on duty 24 hours a day.

C.4.15.3 Daily on-site supervision of the infirmary by a registered nurse. If intravenous medications are being administered, a licensed nurse must be physically present in the infirmary at all times.

C.4.15.4 Nursing staff on duty within sight and sound of Inmate-patients 24 hours a day.

C.4.15.5 A complete inpatient record includes a hard jacket and the electronic medical record for each inmate admitted to the infirmary, including an admission work-up and discharge planning.

C.4.15.6 The Contractor shall utilize the infirmary to the fullest capacity to reduce off-site hospitalization when medically feasible.

C.4.16 DENTAL SERVICES

C.4.16.1 The Contractor shall provide routine (listed below) and emergency dental services to Inmates consistent with local and Federal guidelines and community standards. The Contractor shall ensure that the dentist and his/her qualified staff shall be available for the treatment of dental emergencies, and respond to within twenty-four (24) hours of notification of emergency. Treatment based upon assessed needs shall include, but not be limited to, the following services:

C.4.16.1.1 Oral Screenings

C.4.16.1.2 Prophylactic, Oral Hygiene

C.4.16.1.3 Periodontal screening, evaluation and limited early treatment

C.4.16.1.4 Routine and simple surgical extractions

C.4.16.1.5 Prosthetics (Removable only)

C.4.16.1.6 Fillings

C.4.16.1.7 Patient Education with nutritional/dietary counseling

C.4.16.2 The Contractor shall provide: a) all staffing, instrumentation and supplies, including prosthetic cost; and b) maintenance or replacement of equipment. The Contractor shall provide a copy of equipment maintenance or supply agreements to the COTR for review upon request.

C.4.16.3 The Contractor shall provide monthly radiology testing for detection of dental staff exposure to radiation.

C.4.17 MENTAL HEALTH SERVICES

C.4.17.1 The Contractor shall provide mental health services to Inmates including, but not limited to:

C.4.17.1.1 Mental health screening, assessments, lab and diagnostic testing
C.4.17.1.2 Control, dispensation, and administration of all psychotropic and mental health medication
C.4.17.1.3 Monitoring of medication to ensure Inmate compliance and evaluate effectiveness in alleviation of symptoms
C.4.17.1.4 Supplying all mental health staffing, including mental health specialists
C.4.17.1.5 Suicide prevention intervention and treatment for psychiatric emergencies
C.4.17.1.6 Treatment of Inmates with the most severe forms of mental illness
C.4.17.1.7 Basic services for the general population as described in DOC policies, specifically Psychiatric Evaluation and Hospitalization; and Suicide Prevention and Intervention.
C.4.17.1.8 Inclusion of, and exchange of information with, the Department of Mental Health/DOC Liaisons on-site and community providers to ensure continuity of care/discharge planning.

C.4.17.2 **INTAKE:** The Contractor shall conduct an initial mental health screening for all intakes regardless of their projected length of incarceration. The screening shall be conducted before the Inmates are housed. All screenings that result in a “yes” response shall be referred to the mental health clinician for a comprehensive mental health assessment and the physician for an intake health assessment. The mental health clinician’s assessment shall reveal the need for referral to a psychiatrist or informing the inmate how to access mental health services during their incarceration. Inmates referred to a psychiatrist by the mental health clinician at intake, shall be seen within (24) hours of referral.

C.4.17.2.1 The Contractor shall conduct a comprehensive mental health assessment for Inmates who present with one or more of the items identified in the initial screening. In the event that all screening questions results in “no”, the Contractor, may still refer the inmate for a mental health assessment as deemed necessary. The comprehensive mental assessment shall include additional questioning and testing in order to determine a diagnosis and appropriate treatment.

C.4.17.3 IN-PATIENT AND OUT-PATIENT CARE: The Contractor shall provide all aspects of in-patient and out-patient On-Site mental health care.

C.4.17.3.1 The Contractor shall be responsible for treatment and staffing of the mental health special units and safe cells in the CDF and CTF. These special bed resources are provided for Inmates requiring a higher level of care for serious and persistent mental illnesses, arrestees at high risk for suicide and individuals who are clinically depressed.

C.4.17.3.2 The Contractor shall develop a program plan for mental health, including staffing deployment and call coverage. The mental health program plan shall include provisions for:

C.4.17.3.2.1 Treatment and Staffing of Special Units and Beds:

(1) Mental Health
(2) Safe-Cells for Observation

C.4.17.3.2.2 Management, Arrangement and Coordination of Outside Admissions

C.4.17.3.2.3 Required Mental Health Programs:

(1) Open Population/Outpatient Management / Clinics
(2) Mental Health Sick Call
(3) Management of High Acute Observations
(4) Use of Restraints
(5) Behavior Management and Individual Treatment Plans
(6) Management of Consultations (Routine and Emergency)
(7) Individual Counseling and Psychotherapy
(8) Discharge Planning
(9) Psychotropic Medication Management/Clinics

C.4.17.3.2.4 Multidisciplinary approaches to promote integration between Mental Health and Medical treatment.

C.4.18 SUBSTANCE ABUSE

C.4.18.1 The Contractor shall develop and provide a medical detoxification policy for drug and alcohol addicted Inmates. The Contractor shall include the description of the medical detoxification policy in its Operations Manual.

C.4.18.2 The Contractor shall coordinate its program with the DOC Residential Substance Abuse Treatment (RSAT) program and local and regional alcohol and drug treatment programs identified by the Contracting Officer's Technical Representative (COTR). The Contractor's services shall include provisions for substance abuse education, substance abuse assessment at intake with a narrative description of program structure and specifications for staffing.

C.4.19 ANCILLARY SERVICES

The Contractor shall either through itself or subcontracts provide radiology, laboratory, pharmacy, durable medical equipment, and other ancillary services and supplies, except as detailed below.

C.4.20 PHARMACY SERVICES

The Contractor shall provide Pharmacy Services, including but not limited to pharmaceutical operations with licensed pharmaceutical staff, inventory control, dispensing, distribution and disposal of all pharmaceuticals. The pharmacy shall be on site at the CDF and CTF.

C.4.20.1 The Contractor, upon DOC's notification of Inmate's release, shall follow the following protocols for Inmates on medication: All Inmates sent to the Federal Bureau of Prisons shall receive a seven (7) day supply of medications upon transfer. All Inmates sent to the Community Correctional Centers (CCC) with the exception of HIV positive inmates shall receive a seven (7) day supply of medications upon transfer. All Inmates released to the community with the exception of HIV positive inmates shall receive a seven (7) day supply of medications upon release. All HIV positive inmates shall receive a (30) day supply of medication upon release to the community or transfer to the CCC.

C.4.20.2 The Contractor shall provide necessary accounting in order that the DOC will receive reimbursement from the Department of Health under the AIDS Drug Assistance Program (ADAP). The Contractor shall utilize a formulary approved by the DOC and accordance with Alliance and DMH Dispensing of pharmaceuticals shall be in accordance with District of Columbia and Federal laws, and pharmacy regulatory boards. The Contractor shall provide an automated pharmacy system for inventory control, distribution dispensing pharmaceuticals which interfaces with the DOC EMR, in collaboration with the DOC.

C.4.20.3 All prescription medications shall be prescribed by the responsible practitioner compounded and dispensed by the pharmacy and shall be delivered to the Inmates in conformance with District law. The Pharmacy on-site shall be licensed to provide all pharmacy services for medication distribution at the CDF and CTF. The Contractor shall provide on-call coverage by a licensed pharmacist 24 hours/day, 7 days/week for emergency and stat needs.

C.4.20.4 The Contractor shall develop and maintain a quality management program including a Pharmacy and Therapeutics Committee, management controls, staffing plan, and expected quality improvement indicators. The Contractor shall include its quality management program in its Operations Manual.

C.4.20.5 A DOC licensed pharmacist will provide oversight, internal controls, audit procedures and overall accountability who will receive, segregate, distribute, secure, account for and monitor use of the pharmaceuticals at the DOC service sites.

C.4.20.6 The Contractor shall provide all forms necessary for ordering controlled drugs, and maintaining prescription logs, inventory, medication administration records, patient profiles, and prescriptions. The Contractor shall maintain and report appropriate documentation including, but not limited to, inventory records, controlled drug perpetual inventory, and patient profiles.

C.4.21 RADIOLOGY

C.4.21.1 The Contractor shall be responsible for all X-ray services including maintenance and supplies.

C.4.21.2 The Contractor shall perform routine X-ray services and on an emergency basis twenty-four hours per day utilizing the teleradiology equipment provided by the District. The District will provide 2 fixed and 1 mobile teleradiology units as set forth in Section C.4.6.6. The Contractor shall ensure that all X-rays are read through teleradiology within twenty four (24) hours of the films being taken.

C.4.22 LABORATORY

C.4.22.1 The Contractor shall identify the need, schedule and coordinate all laboratory services.

C.4.22.2 The Contractor shall provide routine laboratory services to the DOC under a sub-contract relationship. The Contractor shall work with an appropriately licensed laboratory facility to provide specified services, subject to the approval of the COTR.

C.4.22.3 The Contractor shall develop a laboratory services program, including but not limited to phlebotomy, specimen prep, stat results, expected turn-around times, panic values and any quality improvement indicators. Lab results shall be reported using an electronic interface.

C.4.23 NUTRITION SERVICES

C.4.23.1 The Contractor shall assess nutritional requirements and management of medically necessary special diet orders, and provide routine nutrition education. The Contractor shall notify the appropriate food services manager of any medically necessary special diets.

C.4.23.2 The Contractor dietician shall ensure that all diets are evaluated for nutritional adequacy by a Registered or Licensed Dietitian every six months or whenever the menu is changed substantially.

C.4.23.3 The DOC licensed dietician will provide oversight, internal controls, audit procedures overall accountability, and monitor the effectiveness and appropriateness of therapeutic diets at the DOC service sites.

C.4.24 UTILIZATION MANAGEMENT

C.4.24.1 The Contractor shall review the health care status of Inmates referred off-site for in-patient and out-patient care to ensure that number of such referrals and the duration of care is medically appropriate. The Contractor shall ensure that independent licensed Practitioners provide on-site at the subcontracted hospital (s) to oversee, direct, manage, track, and document inpatient/outpatient activity within the community-oriented health care network.

C.4.24.2 The Contractor shall submit a monthly report to the COTR on off-site care that details the number of referrals, date of care, duration of care, appropriateness of care, payment rates and diagnostic category of care.

C.4.24.3 The Contractor shall perform a quarterly independently subcontracted utilization management program consistent with professionally recognized standards and guidelines governing utilization management analysis.

C.4.24.4 The Contractor and DOC shall meet at least once every three months to review issues surrounding Comprehensive Health Care Services, including utilization, projections, and other components to coordinate the care. The Contractor and DOC may elect to have representatives from subcontract hospital(s) present at these meetings. Issues to be addressed at the quarterly meetings include the following:

i. Utilization of Comprehensive Health Care Services;
ii Access to Comprehensive Health Care Services;
iii Quality of Comprehensive Health Care Services;
iv Formulating and/or revising appropriate projection plans for Comprehensive Health Care Services;
v Review the appropriateness of current funding and future funding;
vi Review utilization of high-cost services, average length of stays, and one-day admissions; and,
vii Any other issues raised by the Contractor or DOC.

C.4.25 REFERENCE MATERIALS

C.4.25.1 The Contractor shall establish within and maintain throughout the term of the contract a well developed medical reference library on-site for use by health care staff. The library shall minimally include current publications, medical dictionary, Physician's Desk Reference, pharmacology reference, and ACA standards manuals. At the termination or expiration of the contract this library shall become the property of DOC.

C.4.26 MEDICAL RECORDS

C.4.26.1 The Contractor shall utilize DOC the hard record and the electronic medical record (EMR) system to document all health care services provided to inmates.

C.4.26.2 The Contractor shall maintain a complete, accurate standardized problem-oriented electronic medical record for all Inmates in accordance with standards and prevailing medical regulations for confidentiality, retention and access. The Contractor shall submit for approval, by the COTR, any proposed changes in medical record forms used currently. All Inmates medical records are the property of the District. The Contractor, upon reasonable notice to the District and consistent with applicable federal and District laws and regulations and DOC policies and procedures regarding the privacy and confidentiality of patient records, shall have timely and reasonable access to Inmates records to inspect and

duplicate at Contractor's expense, any individual chart or record produced and/or maintained by the Contractor personnel to the extent necessary to (i) meet responsibilities to Inmates for whom Contractor has provided services; (ii) respond to any Government or payor audits; (iii) assist in the defense of any malpractice or other claims to which chart or record may be pertinent; and (iv) for any other legitimate business purpose, consistent with Inmates confidentiality and to the extent permitted by law.

C.4.26.3 The Contractor shall comply with local and federal law, rules and regulations, including without limitation the Health Insurance Portability and Accountability Act and relevant DOC Program Statements (P.S.), regarding confidentiality of health information. The Contractor shall comply with DOC Policy and District HIPAA policies regarding the transfer, information safeguards, access, amendment, authorization, minimum necessary determinations, identity and authority verification, restricted use, disclosure and accounting of personally identifiable health information. The Contractor shall obtain signed consent forms from Inmates as required. The signed consent form shall be placed in the Inmate's medical record.

C.4.26.4 The Contractor shall organize and maintain medical records in the format outlined in DOC policies and procedures.

C.4.26.5 The Contractor shall maintain a hard record, as needed, for all inmates in accordance to DOC policies and procedures.

C.4.27 MEDICAL MANAGEMENT INFORMATION SYSTEM (MMIS)

C.4.27.1 Information Technology Management

C.4.27.1.1 The Contractor shall advise and consult DOC for the purposes of maintaining system documentation, application documentation and procedures, including the conducting of test and acceptance procedures for any new implementations. System procedures shall include the development and implementation of: a) disaster recovery plan; b) proper procedures for back up, data storage and security; and c) maintaining updated virus protection software.

C.4.27.1.2 The Contractor shall ensure that the DOC and network contractors have access to all areas in the Medical Unit. The Contractor shall ensure that appropriate software licenses and hardware maintenance contracts are maintained with the DOC listed as the owner.

C.4.28 CLINICAL AND ADMINISTRATIVE SUPPLIES

C.4.28.1 The Contractor shall provide all materials and supplies necessary to carry the performance of services in the contract.

C.4.28.2 The Contractor shall be responsible for all telephone services in the medical services area. The Contractor shall provide all cellular telephone, (DOC approved) and pager services for its employees and subcontractors.

C.4.29 SUPPORT SERVICES

C.4.29.1 Infection Control

C.4.29.1.1 The Contractor shall establish and maintain an infection control program including but not limited to compliance with federal and local public health laws and regulations, ACA NCCHC standards, OSHA and CDC guidelines.

C.4.29.1.2 The Contractor shall collect, securely store and dispose of all bio-hazardous waste generated in all medical areas of the correctional facilities in a manner conforming to federal, state and local requirements.

C.4.29.1.3 The Contractor shall provide on going training on handling and disposal of bio-hazardous waste for staff and Inmates. The Contractor shall provide bio-hazardous spill kits for cleaning and decontamination of blood spills.

C.4.29.1.4 The Contractor's staff shall have evidence of annual TB screening and initial hepatitis B vaccinations. The Contractor shall ensure that all DOC staff shall have evidence of annual TB screening. The Contractor shall comply with Occupational Health and Safety Administration (OSHA) requirements related to employee TB screening and hepatitis vaccinations.

C.4.31 MEDICAL EQUIPMENT

C.4.31.1 The Medical Equipment Inventory List of current equipment availability and operability and the Management Information Systems Inventory List will be provided to the Contractor by the COTR at the time of contract award to document equipment available and location.

C.4.31.2 The Contractor shall provide maintenance, repair or replacement of government-furnished medical, dental, and mental health equipment, including maintaining service contracts.

C.4.31.3 Upon contract expiration or termination, all equipment used or provided by the Contractor will become the property of the DOC. The Contractor shall surrender all equipment to the DOC in the same condition in which it was initially provided, except for ordinary wear and tear, and loss or damage by flood, fire or other perils covered by extended coverage insurance. All equipment being removed from the facility for disposal shall be inventoried by security and handled by DOC warehouse property manager at CDF.

C.4.31.4 The Contractor shall not use, loan, or rent to a third party any government-furnished equipment, except with prior, written permission of the COTR. The Contractor shall not, without consent of the COTR move equipment outside the “facilities" specified in the contract.

C.4.31.5 The Contractor shall not produce, store or use DOC facilities, equipment or inventories for other company-owned or contract operations, or for other individuals, groups or organizations without the prior, written consent of the COTR.

C.4.32 MEDICAID/MEDICARE

C.4.32.1 The Contractor shall ensure that discharge planning includes linkage to the onsite Income Maintenance Administration (IMA) liaison for Medicaid/Medicare enrollment and reimbursement for eligible Inmates.

C.4.32.2 If Medicaid, Medicare or other reimbursement is received from an external source, such as insurance or other benefit, the Contractor shall credit such monies to the District on a monthly basis.

C.4.33 COMMUNITY CORRECTIONS CENTERS

C.4.33.1 The Contractor shall provide access to primary health care and referrals for secondary care at the District of Columbia Community Corrections Centers (Halfway Houses) at the following locations:

(1) Efforts for Ex Convicts’ House
1514 8th Street, NW
Washington, DC 20001
Capacity: 16 / Males

(2) Hope Village
2840 - 2912 Langston Place, SE
Washington, DC 20020
Capacity: 40 / Males

(3) Extended House
810 & 812 14th Street, NE
Washington, DC 20002
Capacity: 35 / Males

(4) Reynolds & Associates (Fairview)
1430 G Street, NE
Washington, DC 20002
Capacity: 35 / Females

C.4.33.2 The Contractor shall coordinate with Community Correctional Center (Halfway Houses) staff or clinical consultants to assess Inmates with medical or mental health needs.

C.4.33.3 The Contractor shall evaluate medication status and monitor medication compliance.
C.4.33.4 The Contractor shall provide Clinic Follow-Up for Comprehensive Health Care Services.
C.4.33.5 The Contractor shall coordinate with the Department of Mental Health Core Service Agencies and Support Systems.

C.4.33.6 The Contractor shall conduct medical clearance evaluation/re-evaluation for Inmates transferred to and from the CCC's and incorporate CCC transfers into the discharge planning process.

C.4.34 MEDICAL PERSONNEL, TRAINING AND STAFFING PLAN

C.4.34.1 The Contractor shall propose and maintain staffing complement necessary to ensure provision of comprehensive services under the contract on a 24/7 basis. Should the Contractor's personnel normally assigned to provide Comprehensive Health Care Services not be available, the Contractor shall provide appropriate replacement personnel to cover these services as scheduled. Replacement of principal leadership staff shall require advance written approval of the COTR.

C.4.34.2 The Contractor shall submit within 30 days after contract award, a written job description for each member of the health care staff, which clearly delineates their assigned responsibilities and submit for approval by the COTR. The Contractor shall submit its staffing plan, to the COTR. The Contractor with the COTR shall monitor the performance of health care staff to ensure adequate job performance in accordance with the requirements of the contract.

C.4.34.3 The Contractor shall develop a staffing plan including number of FTEs per labor category, staff deployment schedule, functional assignments, proposed distribution of hours worked by regular hours, overtime hours, nursing per diem hours or other hours, with a staff development plan. The plan shall be submitted to the COTR for review and approval. All Contractor staff shall comply with all current and future State, Federal, and Local Laws and Regulations, Court Orders, Department Rules, Policies, and Procedures.

C.4.34.4 The Contractor shall recruit, interview, hire, train and supervise all health care and administrative staff. The Contractor shall maintain a sufficient number of personnel to provide all services required in the contract. All health care staff provided by the Contractor to render services under the contract shall be licensed, certified or registered, as appropriate, in their respective areas of expertise, as required by applicable District law and accepted standard of medical, dental and mental health practices. Any and all personnel of the Contractor shall be subject to pass a background investigation conducted by DOC as a requisite for initial and continued employment. The final selection of all subcontractors may be subject to the approval of the COTR.

C.4.34.5 The Contractor shall provide all Comprehensive Health Care Services at the locations specified in the contract. The District retains the right to review and approve locations and staffing identified. A full-time contractual staff person shall be on-site for at least 40 hours per week. The Contractor shall ensure staff coverage during periods of vacations, holidays, continuing education and unscheduled absences. The Contractor's personnel may be mandated or required to work overtime to meet DOC operational needs.

C.4.34.6 The Contractor shall provide coverage for all staff positions in the event of unplanned absence, leave or in the event of resignation or termination.

C.4.34.7 The Contractor shall be responsible for ensuring that all new health care personnel are provided with orientation regarding on-site security and medical practices. All clinical individuals hired for positions under the proposed contract are expected to attend forty (40) hours of initial pre-service training after having been cleared through a background check and drug testing, and forty hours (40) hours of continuing education training annually thereafter. Direct patient care personnel shall maintain current Cardiopulmonary Resuscitation (CPR) certification. The Contractor's employees shall be subject to random drug testing conducted by DOC. Random drug testing of all Contractors' employees will be performed at the Contractor's expense. Any expense required for off-site training shall be the responsibility of the Contractor.

C.4.34.8 The COTR reserves the right of approval for all Contractors' hiring; and the right to remove any personnel from DOC facilities upon written notice to the Contractor from the Contracting Officer.

C.4.34.9 The Contractor shall not perform any of its corporate functions and tasks at the expense of the DOC by using mandated positions or budgeted direct service positions approved by the COTR to satisfy health care program administrative responsibilities. The Contractor shall provide for necessary corporate responsibilities such as submission of payroll documents and timekeeping, corporate personnel functions, and any accounts payable tasks to be performed through sources outside of direct service hours defined in the approved staffing plan.

C.4.34.10 The Contractor shall be responsible for credentialing and certification of its staff. The Contractor shall maintain valid and current licenses and certifications as required for all health care providers and make available to COTR upon request.

C.4.34.11 Medical Professional Staff: The Contractor shall utilize the standards of all applicable District regulations, ACA and NCCHC for Medical Professional Staff appointments. The credentials of all Medical Professional Staff (physicians) appointed at the DOC shall be validated by the Contractor, through either a primary or secondary source and submitted to the COTR prior to pre-service training. The Contractor shall reconfirm credentials annually and a record of the credentialing activity shall be maintained as part of each employee's personnel file. Credentialing is defined as the process by which an applicant's training, degrees conferred, certification by specialty societies, state and other licenses, teaching positions, appointments and other professional experience is confirmed or reconfirmed.

C.4.34.12 Non-Medical Professional Staff: The Contractor shall use a process whereby applicants carry the burden to produce information for proper evaluation of competence, character, health status, ethics and other qualifications. The Contractor shall review the validity of licenses or certifications of non-medical professional staff at least annually.

C.4.34.13 The Contractor shall assure the fulfillment of any and all Medical Staff privilege requirements at participating hospital(s).

C.4.34.14 The Contractor shall maintain personnel files on all contract employees. These records shall be made available to the COTR upon request. These files shall include but not be limited to copies of current professional licenses, privileges and/or proof of professional certification, evaluations and salary/payroll records.

C.4.34.15 The Contractor shall warrant that all persons assigned to perform the work requirements herein will be employees of the Contractor or authorized subcontractors, and will hold all required licenses to perform the work required herein. The Contractor shall include an identical provision, covering required licenses and full qualification for work assigned, in any contract with any approved subcontractor selected to perform work hereunder. Any personnel commitments required per this contract shall not be changed unless approved, in advance, by the Contracting Officer in writing. Staffing will include any individuals named in the Contractor's Proposal at the level of effort proposed, except in cases whereby the Contracting Officer has approved a change.

C.4.34.16 The District has the absolute right to require the immediate removal of any of Contractor's employees from the contract. In the event the COTR, with verifiable justifiable documentation, in his sole discretion, is dissatisfied with the performance of any of the persons assigned to perform any of the Services under the awarded Contract, the COTR give written notice to Contractor and Contracting Officer of such dissatisfaction and the reasons therefore. In the event of removal of any of Contractor's employees, the Contractor shall cover the duties of removed employees with appropriate personnel until a replacement is found.

C.4.34.17 The Contractor shall verbally notify the COTR of any actual or impending administrator or medical director vacancy by the close of the next calendar day after Contractor receives written notice of the vacancy. Within five (5) calendar days of the verbal notification, the Contractor shall also notify the COTR in writing regarding the impending or anticipated vacancy.

C.4.34.18 The Contractor shall not use any Inmates in positions related to the delivery of any services for any reasons whatsoever. The DOC restricts the use of Inmates to housekeeping and maintenance functions.

C.4.35 PEER REVIEW

The Contractor shall provide a practitioner peer review program consisting of at least four (4) hours of on-site practitioner time every four (3) months to conduct chart reviews of the practitioner staff in the areas listed below. The Contractor shall review each of the areas listed below at least quarterly. The Contractor shall provide a copy of the peer review reports to the COTR within 15 days after completion.

(1) Sick call;
(2) Infirmary admissions;
(3) Hospitalization referrals;
(4) Specialty referrals;
(5) Prescribing patterns;
(6) Ancillary service utilization;
(7) Infectious Disease;

(8) Chronic Care Clinic; and
(9) Mortality & morbidity.

C.4.36 DISCHARGE PLANNING/CASE MANAGEMENT AND LINKAGES

C.4.36.1 The Contractor shall provide internal and external discharge planning/case management services to support and facilitate continuity of care for all Inmates.

C.4.36.2 The Contractor shall provide a preliminary discharge treatment plan (in addition to IDTP) for each inmate which includes an assessment that demonstrates a coordinated integrated linkages plan to internal services before being housed for those inmates responding "yes" to the intake screening. All others shall receive their initial discharge planning visits within (5) five business days of intake. The discharge plan shall include an assessment for the need for internal linkages including but not limited to:

C.4.36.2.1 Income Maintenance Administration (IMA)
C.4.36.2.2 Core Service Agencies (CSA)
C.4.36.2.3 DOC Case Manager
C.4.36.2.4 One Stop
C.4.36.2.5 RSAT and Methadone Program
C.4.36.2.6 Mental Health
C.4.36.2.7 Education/Prevention Interventions
C.4.36.2.8 Re-Entry
C.4.36.2.9 Medical Services
C.4.36.2.10 The Contractor shall ensure that documentation exits in each area relevant to Inmates, reflect an interface with the appropriate referral source.

C.4.36.3 The Contractor shall provide an interim and/or final discharge planning/case management visit which provides an update on the Inmates status, actions taken, or final discharge plan upon release, if applicable.

C.4.36.4 The Contractor shall reflect a status update of identified internal linkages in the preliminary plan, or actions taken, if interim visit

C.4.36.5 The Contractor shall conduct a review of external community linkages connections needed upon release and connected appointments made (e.g. date, time, and name of provider) to include the following areas: housing, substance abuse, medical, HIV/AIDS/Peri-Incarcerated, medications, mental health CSA, vocational/educational, and IMA/SSI.

C.4.36.6 The Contractor shall provide the COTR with proof of formalized relationships with a host of varied external community-based providers that will interface and support continuity of care for Inmates upon their release.

C.4.36.7 The relationships as described in C.4.39.2.7 may be supported through sub-contracts with the Contractor, through volunteer community program acceptance, and through government provided community services.

C.4.36.8 The Contractor in conjunction with formalized relationships, shall provide the COTR with documented proof of former Inmates connections post release with community providers.

C.4.37 SAFETY AND SECURITY

C.4.37.1 The Contractor shall initiate, maintain and supervise safety precautions and programs in connection with services provided under the contract. The Contractor shall take all necessary precautions for the safety of, its employees and other persons who may be affected thereby. The Contractor shall remedy all damage, injury or loss to any property caused, directly or indirectly in whole or in part, by the Contractor, any subcontractor or anyone directly or indirectly employed by the Contractor or subcontractors.

C.4.37.2 The Contractor and its personnel shall be subject to and shall comply with all security regulations and procedures of the DOC. Violation of these regulations may result in the employee being denied access to the CDF and CTF.

C.4.38 MEDICAL DISASTER PLAN

The Contractor shall participate in, and assist in planning, the following procedures pertaining to the delivery of Comprehensive Health Care Services in the event of a disaster such as fire, storm, epidemic, riot, strike, or mass arrests. Such procedures shall be developed in conjunction with the COTR twice a year. The Medical Disaster Plan shall include the following:

(1) Communications system;
(2) Recall of key staff;
(3) Assignment of health care staff;
(4) Establishment of command post;
(5) Safety and security of patient and staff areas;
(6) Use of emergency equipment and supplies;
(7) Establishment of a triage area;
(8) Triage procedures;
(9) Use of ambulance services;
(10) Transfer of injured to outside hospitals;
(11) Evacuation procedures; and
(12) Practice drills.

C.4.39 MEDICAL ANALYTICS AND TECHNOLOGY SUPPORT DISTRICT (MATS)

C.4.39.1 The D.C. Department of Corrections (DOC) Obligations: DOC will own and maintain all hardware, software and communications infrastructure associated with the delivery of Comprehensive Health Care Services at the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF). In addition, DOC will own and administer all databases residing on DOC platforms, and will have unabridged access to these data within the legal confines of HIPPA requirements. In providing analytical and technology support to the Contactor, DOC will:

a) Install computer workstations purchased by the Contractor based on DOC specifications. Workstations will have appropriate warranties and service level agreements.
b) Replace computer workstations at the end of useful life cycles.

c) Install and maintain cabling, as well as other communications infrastructure.
d) Install and maintain required servers.
e) Maintain version control of all software and associated licenses.
f) Develop and implement a disaster recovery program.
g) Develop and maintain industry standard procedures for back-up, data storage, and security.
h) Maintain updated virus protection software.
i) Develop and maintain system documentation.
j) Utilize industry standard procedures to test and accept new applications and databases.
k) Operate a Help Desk during regular business hours, Monday thru Friday, 8:30 am – 5:00 pm, and provide 24x7 emergencies IT supports.
l) Develop and/or activate reports for administrative reporting, clinical evaluation, and the monitoring of Comprehensive Health Care Services.
m) Develop metrics for measuring the efficiency and quality of Contractor provided Comprehensive Health Care Services.
n) Conduct statistical studies of cost trends, productivity, Inmate health profiles, and treatment outcomes.
o) Prepare forecasts of costs and caseloads by morbidity group.
p) Conduct studies of data quality and integrity.
q) Provide Contractor a controlled access to JACCS and other essential DOC systems.
r) Administer password access to the medical information system, specialized health databases, and relevant DOC systems.
s) Prepare specifications for all new or replacement hardware and software technologies.
t) Prepare annual budget estimates for new and ongoing MATS initiatives.
u) Purchase initial infrastructure for both Telemedicine System and Picture Archiving and Communication System (PACS).
v) Purchase, install and maintain DOC approved timekeeping system.

C.4.40 ACCESS CONTROL

C.4.40.1 The Contractor shall ensure that DOC in-house and contract technical staff have access to all areas of the CDF and CTF Medical Units.

C.4.40.2 The DOC will control access to all systems and applications housed within DOC's jurisdiction. In addition, DOC reserves the right to restrict access rights of any Contractor staff found or suspected to be in violation of DOC's and the District's e-mail and internet policies. All Contractor staff must sign policy statements in these areas before being granted access privileges.

C.4.41 MEDICAL MANAGEMENT INFORMATION SYSTEM (MMIS)

C.4.41.1 Information Technology Management

C.4.41.1.1 The Contractor shall advise and consult DOC for the purposes of maintaining system documentation, application documentation and procedures, including the conducting of test and acceptance procedures for any new implementations. System procedures shall include the development and implementation of: a) disaster recovery plan; b) proper procedures for back up, data storage and security; and c) maintaining updated virus protection software.

C.4.41.1.2 The Contractor shall ensure that the DOC and network contractors have access to all areas in the Medical Unit. The Contractor shall ensure that appropriate software licenses and hardware maintenance contracts are maintained with the DOC listed as the owner.

C.4.41.2 Software Annual Support Agreements

The Contractor shall purchase and maintain software annual support and licensing agreements at no additional cost to the District, with DOC listed as the owner, for all MMIS.

C.4.41.3 MMIS Development

The Contractor shall complete the development of the Medical Management Information System (MMIS) at the CDF, in accordance with the objectives listed below. Program objectives for development should include, but not be limited to:

C.4.41.3.1 Real-time secure wireless data collection and patient records access during all phases of clinical observation and treatment.

C.4.41.3.2 Fully automated medical record to integrate all relevant patient information in accordance with applicable medical and legal standards.

C.4.41.3.3 Development of enhanced report capabilities to provide data for administrative reporting and the clinical evaluation and monitoring of Comprehensive Health Care Services.

C.4.41.3.4 Development of an automated real-time interface between the Medical Management Information System and the Jail and Community Corrections System (JACCS) Inmate Housing data within 180 days of contract award.

C.4.41.3.5 Development of interface between the Medical Information System and pharmacy system.

C.4.41.3.6 Maintenance of a 4 year hardware replacement schedule.

C.4.41.3.7 Maintenance of 24x7 hardware maintenance contracts.

C.4.41.3.8 Compliance with DOC Information Management System standards and policies.

C.4.41.4 MMIS Technical Staffing

The Contractor shall employ one (1) computer analyst/application specialist, full time, who has clinical expertise. The computer analyst shall be MMIS Trainer. The computer analyst's duties shall include the following:

(1) Application documentation
(2) Hardware and software maintenance and replacement plans
(3) Testing and acceptance procedures for new implementations
(4) Maintenance and management of specialized medical applications
(5) Training of medical staff in the use of software applications as well as developing training plans
(6) Continued support for enhancements of clinical input screens, both current and new, to

include the design and redesign.
(7) Data assurance and data integrity
(8) Local database design and implementation to augment information requirements beyond current application capabilities
(9) Interface with other applications as well as interfaces with JACCS
(10) Database reports
(11) Help desk software application response and support
(12) HIPAA administrative requirements as well as overall HIPAA requirements
(13) Maintaining software license and warranty agreements as well as software support agreements
(14) Assist with and develop system policy and procedures.

C.4.41.5 Equipment

Any MMIS hardware and software utilized by the Contractor for the contract shall interface with existing DOC MMIS. A description of the existing MMIS and list of existing equipment in Section C.4.41.7, Attachment J.1.18 upon request from the COTR.

C.4.41.6 Software Annual Support Agreements

The Contractor shall purchase and maintain software annual support and licensing agreements at no additional cost to the District, with DOC listed as the owner for all MMIS.

C.4.41.7 MMIS Development

The Contractor shall complete the development of the Medical Management Information System (MMIS) at the CDF, in accordance with the objectives listed below. Program objectives for development should include, but not be limited to:

Line Items included in Telemedicine

PART #	Description	Qty
AMD-1020	20" Video Monitor	1
AMD-1210	Video Printer	1
AMD-1211	Foot Pedal Switch	1
AMD-1215	Paper For Video Printer (200 Sheets)	1
AMD-1300	Open Telemedicine Cart	1
AMD-2015	ENT Scope	1
AMD-2015PB	Pneumatic Bulb for AMD-2015	1
AMD-2020	Ophthalmoscope	1
AMD-2020B	Ophthalmoscope Rechargeable Battery	1
AMD-2021	4mm Specula for AMD-2015 (Qty–1000)	1
AMD-2300	Colposcope (Articulating Arm, Stand & Cables)	1
AMD-2450	45mm Coupler	1
AMD-2500	General Examination Camera	1

Line Items included in Telemedicine

Part #	Description	Qty
AMD-2505	Disposable Tip Covers for Examination Camera (Box of 500)	1
AMD-2525	Tripod for AMD-2500	1
AMD-300s	Camera & Illumination NTSC	1
AMD-307	Bulb For AMD-300s & AMD-300P	1
AMD-3550	SmarSteth Digital Electronic Stethoscope	2
AMD-3875	12 Lead Interpretive ECG for PC	1
AMD-3880	Resting Tab Electrodes for ECG for AMD-3875 (Box of 500)	1
AMD-3920	Digital Spirometer	1
AMD-3921	Calibration Syringe for Amd-3920	1
AMD-3922	Disposable Mouth Pieces for AMD-3920	1
AMD-3923	Noseclips for AMD-3920	1
AMD-7100	Intraoral Camera with fixed magnification	1
AMD-7105	Sheaths for AMD-7100 (Qty-100)	1

Line Items included in Telemedicine

PART #	Description	Qty
AMD-8200	Vital Signs Monitor	1
AMD-950	Fundus Camera	1
Ritter 304	Ritter 304 Exam Table	1
AMD-9943	Video Phone - IP	2

C.4.41.7 MMIS Development

The Contractor shall complete the development of the Medical Management Information System (MMIS) at the CDF, in accordance with the objectives listed below. Program objectives for development should include, but not be limited to:

C.4.41.8 Reporting

C.4.41.8.1 The District will provide a management information system capable of providing statistical data necessary for the evaluation and monitoring of Comprehensive Health Care Services. The Contractor shall, using Logician, submit a Monthly Statistical Report, Monthly Health Care Performance Monitoring Report and Annual Report to include at a minimum hospital discharges, surgical procedures, surgical ambulatory visits, a summary of milestones, accomplishments, and major quality improvement issues and planned corrective actions.

C.4.41.8.2 All data collected and managed by the Contractor on behalf of the DOC shall be the property of the District. The Contractor shall apply accepted best practice for database management and data quality assurance to ensure the validity of data collected.

C.4.41.8.3 The Contractor shall maintain all records in electronic form using modern databases and data quality maintenance and support, as well as standard off-the- shelf software for final reporting such as Microsoft Office or a comparable product. Facilities and agencies

external to DOC will require both electronic and paper printouts of Inmate medical records. The Contractor shall make available such records to external facilities when authorized to do so by the COTR, maintaining compliance with Section H.10, HIPAA.

C.4.41.8.4 The Contractor shall provide written documentation, related to the protocol it will follow regarding the methodology, recording, and quality assurance related to medical data, in its Operations Manual. This documentation shall include the rationale related to each data element captured, complete data dictionary, data maps and formats, data integrity constraints, the methodology for measuring each data element, data transformations applied, and formulas used. The Contractor shall provide documentation of a continuous data quality improvement program, and monthly reports detailing analysis of data errors, frequency and source thereof, and error remediation actions. The District may conduct, or ask a DOC authorized third party to conduct, a data quality audit of the Contractor's databases containing Inmate records at-will and unannounced.

C.4.41.8.5 The Contractor shall provide Metrics (statistical) Reporting periodically, monthly, quarterly, and annually regarding performance measures defined in Section C.4.41.8.6. The Contractor shall report monthly performance data to DOC in a Microsoft Office compatible format. These reports shall include monthly and YTD performance, and monthly and YTD trends. For each metric the Contractor shall define the metric, methodology used to compute the metric, the source data elements, data maps, and data transformations or subsetting logic used to report the data. The Contractor shall propose and submit for approval annual performance targets. The Contractor shall be required to submit documentation methodology used to propose annual targets for each metric. The Contractor shall provide performance benchmarks in relation to industry standards as provided by DOC. In the event performance falls to more than 10% outside the range of target, the Contractor shall submit a substantive root cause analysis and corrective action plan for approval by the COTR. The Contractor shall provide all raw data and computation methodology allowing verification of metric computation with each performance metric for all monthly reports. Performance metrics will be reviewed monthly and may be added or dropped by the COTR.

C.4.41.8.6 The Contractor shall provide the metric reports as part of the Medical Analytics and Technology Reports (MATS) system on the following Comprehensive Health Care Services Performance Measures and to be agreed upon by COTR.

(1)	Number of Sick Calls
(2)	Number of Sick Calls Not Serviced within 72 Hours
(3)	Total # of Medical Grievances By Category: a. Staff Conduct b. Medications c. Psych (non-medication) d. Dental e. Access (timeliness) f. Disagreement with Treatment g. Other
(4)	Average Response Time to Resolve Medical Grievances (upon Contractor receipt)
(5)	Total Inmates Treated
(6)	Number of hospital days at partnering hospital(s)
(7)	Number of Emergent/Urgent Medical Visits
(8)	Number of Specialty Clinic Visits
(9)	Number of Inmates Treated Per Physician
(10)	Number of Inmates Treated Per Physicians' Assistant /Nurse/Practitioner
(11)	Number of Inmates Treated Per Nursing Professional
(12)	Number of Inmates Treated Per Dental Care Professional
(13)	Number of Inmates Treated Per Psychiatric Care Professional
(14)	Total Inmates-Days at CTF Infirmary
(15)	This is to be calculated by DOC but requires using “number of inpatient admissions” at partnering hospital(s). DOC currently receives this information. If desired, the “number of inpatient admissions” can be added to Performance Measures.
(16)	Total Discharges by Facility
(17)	Number Medical Screenings Completed Within 36 Hours of Intake
(18)	Number of Comprehensive Psychiatric Evaluations are completed within 36 hours of Referral
(19)	Number of Prescriptions Filled Within 1 Business-Day of Order
(20)	Number of Inmates Rejected by Federal Bureau of Prisons Due To Absence of Current PPD
(21)	Number of Inmates Rejected by the FBOP Due To Absence of Current PPD where 4 Days Advance Notice Was Not Given to Contractor
(22)	Total # of Inmates Transported by 911 per month
(23)	# of Employees Transported by 911 per month
(24)	Number of Chest X-rays per month
(25)	Total Expenditures Incurred
(26)	Ratio of Hospital Days to Total Inmates Days
(27)	Average Length of Stay (e.g., partnering hospital(s))
(28)	Total Inpatient Cost
(29)	Cost per Outpatient Clinic Visit
(30)	Number of Trauma Cases by category : Major, Moderate, Minor
(31)	Average Cost per Prescription
(32)	Cost of Chest X-Rays per month

C.4.41.8.7 In the event that the Contractor, using the DOC EMR, is unable to capture or report agreed to performance metrics, the DC Department of Corrections, Office of Information

Management and Technology Services will work with the Contractor to specify and establish protocol, methodology, and electronic means (e.g. spreadsheets or other means of recording and storing information) so that agreed to metrics may be reported and validated.

C.4.41.8.8 The Contractor shall provide reports to the COTR, in a form prescribed by the DOC, both on a monthly basis and as may otherwise be requested in support of research, analysis, program development and ACA and NCCHC standards. The Reports shall be submitted to the COTR no later than the 15th of each month. These reports include but are not limited to, conditions diagnosed by severity and frequency, conditions pre-existing, and conditions contracted while incarcerated, by age, race, sex, and illness.

C.4.41.8.9 The Contractor shall provide reports, as required, by ACA and in accordance with American Society of Correctional Administrators (ASCA) and DOC, established incident-reporting guidelines, in particular those related to Inmate assault incidents on other Inmates and staff, fights, physical altercations, sexual misconduct, sexual abuse incidents, and use of force incidents.

C.4.41.8.10 The Contractor shall provide metric reports as part of the Medical Analytics and Technology Reports (MATS) system on the following Comprehensive Health Care Services Performance Measures at a minimum or such other measures that shall be mutually negotiated:

C.4.41.8.11 The Contractor shall enter all medical data related to incidents directly into the DOC electronic incident database including but not limited to certain incidents, such as assault, sexual assault, Inmate injury and other incidents. The Contractor shall capture and record all examination results including photographs of injuries taken by DOC staff within 30 minutes of examination. The Contractor shall provide silhouettes in electronic form with injuries clearly marked and noted. This shall involve complete examination of Inmates, as well as occasional record keeping related to staff injuries (emergency care/stabilization or first-aid with a record of referral to private physician).

C.4.41.8.12 The Contractor shall provide monthly reports as set forth in section C.3.5 all mandatory reportable lab reports to include but not limited to; Hepatitis B & C, AFB Smears, Elisa and Western Blot, MRSA, Gonorrhea, Chlamydia and VDRL. The Contractor shall define its laboratory service program in its Operations Manual.

C.4.41.8.13 The Contractor shall perform monthly and quarterly quality performance and improvement reviews/audits utilizing the Performance Metrics and Measurement Tools developed by DOC.

SECTION D: PACKAGING AND MARKING

This section is not applicable to this solicitation.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007.

E.2 INSPECTION OF RECORDS

The Contractor shall permit on-site inspection of program facilities and records in compliance with Section 18 of Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March, 2007, and District of Columbia regulations.

SECTION F: TERM OF CONTRACT AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be a multiyear, with three year base period and two option years.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will 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 this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

Deliverable	Quantity	Format/Method of Delivery	Due Date/ Frequency
Final Transition Plan as described in Section C.4.3	1 copy	Electronic and hard copy to COTR	Within 30 days after contract award
Operations Manual as described in Section C.4.3	1 copy	Electronic and hard copy to COTR	Within 30 days after contract award.
FQHC with CDF and CTF listed in Exhibit B as described in Section C.4.1.4	1 copy	Hard copy to COTR	Within 30 days after contract award
Report on off-site-care as described in Section C.4.8.1	1 copy	Electronic and hard copy to COTR	Monthly
A manual of nursing care procedures for infirmary care as described in Section C.4.10.1.4	1 copy	Electronic and hard copy to COTR	Within 30 days after contract award.
Equipment Maintenance and Supply Agreements as stated in Section C.4.11.2	1 copy	Hard copy to COTR	Upon Request
Monthly laboratory statistical	1 copy	Electronic and hard	Monthly, when and if

Deliverable	Quantity	Format/Method of Delivery	Due Date/ Frequency
reports as described in Section C.4.22.3		copy to COTR	requested
All Inmate medical records as stated in Section C.4.26.1	All electronic and hard copy records	To COTR	Upon contract expiration or termination
Medical Reference Library as stated in Section C.4.25.1	1	On-site for use of health care staff	Within 30 days after contract award
Staffing plan with written job descriptions as described in Sections C.4.34.2	1 copy	Electronic and hard copy to COTR	Within 30 days after contract award
Staffing plan per labor category as described in Sections C.4.34.3	1 copy	Electronic and hard copy to COTR	Within 30 days after contract award
Maintain personnel files on all employees as described in Sections C.4.34.14	One file per employee	Hard copy	Upon request
Impending administrator or medical director vacancy as described in Section C.4.34.17	1	Verbally	Next calendar day
Impending administrator or medical director vacancy as described in Section C.4.34.17	1 copy	Electronic and hard copy to COTR	Within 5 calendar days of the verbal notification
Peer Review Results as described in Section C.4.35	1 copy	Electronic and hard copy to COTR	At minimum every 4 months
Monthly statistical reports as described in Section C.4.41.8.5	1 copy	Electronic and hard copy to COTR	Monthly
Monthly Health Care Performance Monitoring Report as described in Section C.4.41.8.5	1 copy	Electronic and hard copy to COTR	Monthly
Annual Report as described in Section C.4.41.8.5	1 copy	Electronic and hard copy to COTR	Within 20 days after the end of each contract year
Quality Improvement Data Reports as described in Section C.4.41.8.6	1 copy	Electronic and hard copy to COTR	Monthly
Benchmark Reporting as described in Section C.4.41.8.5	1 copy	Electronic and hard copy to COTR	Within 90 days after contract award
Metrics Reporting as described in Sections C.4.41.8.6	1 copy	Electronic and hard copy to COTR	Monthly
ASCA Reports as described in Section C.4.41.8.9	1 copy	Hard copy to COTR	Per incidence requiring reporting

Deliverable	Quantity	Format/Method of Delivery	Due Date/ Frequency
Notarized statement detailing its subcontracting plan as described in Section H.19	1 copy	Electronic and hard copy to Contracting Officer	within 60 days after contract award

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may be withheld by the District.

SECTION G: CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract as specified in Section B 4.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contracting Officer's Technical Representative (COTR) specified in Section G.9 below. The address of the CFO is:

Department of Corrections
Office of the Controller/Agency CFO
Accounts Payable
300 Indiana Avenue, N.W., Room 4106
Washington, DC 20001
Telephone: (202) 727-4854
Fax: (202) 724-7518

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (Contractors shall date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 PAYMENT

G.4.1 Unless otherwise specified in this contract, payment will be made on partial deliveries of goods and services accepted by the District if:

a) The amount due on the deliveries warrants it; or

b) The Contractor requests it and the amount due on the deliveries are in accordance with the following:

"Payment will be made on completion and acceptance of each stage of work in accordance with the prices stated in Section B (Price Schedule) and Section F (Deliverables)."

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 et seq., for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.6.2 Payments to Subcontractors

G.6.2.1 The Contractor must take one of the following actions within 7 days of receipt of any amount paid to the Contractor by the District for work performed by the subcontractor under a contract:

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

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

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

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the

Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.2.4 The Contractor shall include in each subcontract a provision that requires the subcontractor to include in its contracts with any lower-tier subcontractors or suppliers the payment and interest clauses required under paragraphs (1) and (2) of DC Official Code § 2-221.02 (d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

Jean Wright
Office of Contracting and Procurement
441 4th Street N.W. 700South
Washington, DC 20002
Telephone: 202-724-5240

G.8 AUTHORIZED CHANGES BY THE CO

G.8.1 The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR)

G.9.1 The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR for this contract is:

Henry Lensansky
Health Administrator
1923 Vermont Avenue, N.W.
Suite N121
Washington, D.C. 20001
Telephone: (202) 671-2066
Fax: (202) 673-2311
henry.lensansky@dc.gov

G.9.2 The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.

G.9.3 If the contractor performs changed work that is not authorized by the contracting officer in advance and in writing, the contractor may be denied compensation or denied other relief for any additional work performed that is not so authorized; and the contractor may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.1.1 For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.1.1.1 at least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

H.1.2 The Contractor shall negotiate an Employment Agreement with the DOES for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision #8, dated May 26, 2009, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Section J.1.1 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the D.C. Municipal Regulations.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.5.1 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 et seq. ("First Source Act").

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.2.4) in which the Contractor shall agree that:

(1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("DOES"); and

(2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the contract, a First Source Agreement Contract Compliance Report ("contract compliance report"), verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

(e) Residence; and
(f) Referral source for all new hires.

H.5.4 If the contract amount is equal to or greater than $100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

H.5.5 With the submission of the Contractor's final request for payment from the District, the Contractor shall:

(1) Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or

(2) Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
(a) Material supporting a good faith effort to comply;
(b) Referrals provided by DOES and other referral sources;
(c) Advertisement of job openings listed with DOES and other referral sources; and
(d) Any documentation supporting the waiver request pursuant to section H.5.6.

H.5.6 The Contracting Officer may waive the provisions of section H.5.4 if the Contracting Officer finds that:

(1) A good faith effort to comply is demonstrated by the Contractor;
(2) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
(3) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
(4) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

H.5.7 Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.

H.5.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make

payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section, H.5.8.

H.5.9 The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

H.6 PROTECTION OF PROPERTY

The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.

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

During the performance of the contract, the Contractor and any of its subcontractors shall Comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of l973, as amended. This Act prohibits discrimination against disabled people in federally funded program and activities. See 29 U.S.C. §794 et seq.

H.9 ADVISORY AND ASSISTANCE SERVICES

The contract is a "non-personal services contract". It is therefore, understood and agreed that the Contractor and 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 and 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 CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.10 LIVING WAGE ACT OF 2006

The Living Wage Act of 2006 is Title I of the "Way to Work Amendment Act of 2006", DC Law 16-118, and effective June 8, 2006. The Living Wage Act is codified at DC Official Code §§ 2-220.01 through 11.

H.10.1 WAY TO WORK AMENDMENT ACT OF 2006

Except as described in H.10.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq*.) ("Living Wage Act of 2006"), for contracts for services in the amount of $100,000 or more in a 12-month period.

H.10.2 The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

H.10.3 The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

H.10.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

H.10.5 The Contractor shall provide a copy of the Fact Sheet attached as J.1.2 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.1.3 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for $15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

H.10.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for $15,000 or more under the contract.

H.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq*.

H.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

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

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

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

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

(6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the

tenant or retail establishment did not receive direct government assistance from the District;

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

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

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

H.10.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.11 <u>HIPAA Privacy Compliance</u>

(1) Definitions

(a) *Business Associate.* "Business Associate" shall mean [Insert Name of Contractor].
(b) *Covered Entity.* "Covered Entity" shall mean [Insert Name of District of Columbia Agency].
(c*)* *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

(i) The medical records and billing records about individuals maintained by or for a covered health care provider;
(ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
Used, in whole or in part, by or for Covered Entity 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 Covered Entity.

(d) *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).
(e) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information.* "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 Business Associate from or on behalf of Covered Entity.

(g) *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

a. Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause Clause or as Required by Law.

b. Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

c. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

d. Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

e. Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

f. Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner [Insert negotiated terms for access], to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

g. Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

h. Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner [Insert negotiated terms for access] or

designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

i. Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity 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. Business Associate agrees to provide to Covered Entity or an Individual, in time and manner [Insert negotiated terms for access], information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) Refer to underlying services agreement:
Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in [Insert Name of this Contract], provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j)(1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to

the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity
Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(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 Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if 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 are feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity 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 Business Associate under Section (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 April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

H.12 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.12.1 The key personnel specified in H.12.5 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the COTR and CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.12.2 The Contractor shall notify the COTR, as identified in Section G.9, and the Contracting Officer as identified in Section G.7 in writing of the removal of any key personnel in thirty (30) days in advance of the scheduled removals and within 24 hours for unscheduled removals. The written justification shall provide explanations and justification of the removal as well as the Contractor's plan to temporarily and permanently fill the position. The Contractor shall not reassign these key personnel or appoint replacements, without prior, express written permission from the Contracting Officer. The Contractor shall promptly provide an equally qualified replacement satisfactory to the District for any person so removed. The District shall not be required to pay for training such replacement.

H.12.3 The District reserves the right to remove or request removal of any and all personnel who are considered unqualified. No payment will be made to the Contractor for the services of any personnel removed by the District. No personnel so removed may be returned to duty without the prior written approval of the Contracting Officer.

H.12.4 The Contractor shall not bind any of its employees, or those under contract with the Contractor, to any agreement, which would inhibit, impede, prohibit, restrain, or in any manner restrict employees or independent contractors, in or from accepting employment with any subsequent medical care provider in the District of Columbia.

H.12.5 Key Personnel

(1) Medical Director
(2) Mental Health Director
(3) Heath Services Administrator
(4) Director of Nursing
(5) Lead Dentist
(6) Radiology Director
(7) Pharmacy Director
(8) Medical Records Director
(9) Senior Staff Physician(s)
(10) Chief Psychiatrist
(11) Nurse Practitioner
(12) Quality Improvement Coordinator
(13) Intake Coordinator
(14) Infection Control Coordinator’
(15) Utilization Management Nurse
(16) Dietician
(17) Computer Analyst

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March, 2007 ("SCP") are incorporated herein as Attachment J.2.1. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

All information obtained by the Contractor relating to any employee or customer of the District will 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, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

I.5.6 The District will 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 will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

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

(i) the data is marked by the 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

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The 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.5.8 In addition to the rights granted in Section I.5.6 above, 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.5.6 above, 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 the first sentence of this paragraph.

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

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

I.5.11 The 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, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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 will have the right to review and approve prior to its execution by 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.8 INSURANCE

A. GENERAL REQUIREMENTS. The Contractor shall procure and maintain, 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 either before or after contract award but before work commences. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher. The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

1. Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

2. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $2,000,000 limits per occurrence and $5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non- contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

3. Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries $2,000,000 limits per occurrence and $5,000,000 per Aggregate; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

4. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a $2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

5. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

6. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: $1,000,000 per accident for injury; $1,000,000 per employee for disease; and $1,000,000 for policy disease limit.

7. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: $5,000,000 per occurrence, with the District of Columbia as an additional insured.

8. Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

   The policy shall provide limits of $2,000,000 per occurrence for each wrongful act and $2,000,000 per aggregate for each wrongful act.

   The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

9. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of $1,000,000 per occurrence for each wrongful act and $1,000,000 per aggregate for each wrongful act.

B. DURATION. Except as proved in I.8.A.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

C. CONTRACTOR'S PROPERTY. Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

D. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.2.2. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Supplies or Services and Price (Section B), Specifications/Work Statement (Section C), the Special Contract Requirements (Section H), the Contract Clauses (Section I), the SCP and the Documents Incorporated by Reference and Attachments in the order listed in Attachments J.1.1 - J.1.5 and J.2.1 thru J.2.5.

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

SECTION J: LIST OF DOCUMENTS AND ATTACHMENTS

J.1 DOCUMENTS INCORPORATED BY REFERENCE AND ATTACHMENTS MADE A PART OF THIS SOLICITATION

J.1.1 Wage Determination No. 2005-2103, Revision # 8, dated May 26, 2009

J.1.2 Living Wage Act Fact Sheet and The Living Wage Act of 2006

J.1.3 Past Performance Evaluation Form

J.1.4 Cost/Price Data Package

J.1.5 Subcontracting Plan

The following documents may be picked at the same location of submission of proposals, specified on page 66, Section L.9 of this solicitation.

J.1.6 DOC Program Statement: Retention & Disposal of Department Records, 2000.2

J.1.7 DOC Program Statement: Security, 2420.2

J.1.8 DOC Program Statement: Inspections & Abatement Program, 2920.4B

J.1.9 DOC Program Statement: ADA/ Communications for Deaf & Hearing, Impaired, 3800.3

J.1.10 DOC Program Statement: Accountability for Inmates, 5010.2E

J.1.11 DOC Program Statement: Contraband Control, 5010.3D

J.1.12 DOC Program Statement: Key Control, 5320.1C

J.1.13 DOC Program Statement: Tool Control, 5022.1D

J.1.14 DOC Program Statement: Mandatory Employee Drug & Alcohol Testing, 6050.4B

J.1.15 DOC Program Statement: Suicide Prevention & Intervention, 6080.2D

J.1.16 DOC Program Manual: Health Information Privacy, 1300.3

J.1.17 DOC Program Manual: Medical Management, 6000.1D

J.1.18 MMIS existing Equipment List (upon request from the COTR)

SECTION J: LIST OF DOCUMENTS AND ATTACHMENTS, continues

J.2 INCORPORATED DOCUMENTS

(Offerors shall complete and incorporate with their proposal packages, the following forms at ***www.ocp.dc.gov*** *under solicitation attachments).*

J.2.1 Standard Contract Provisions for Use with District of Columbia Government Supplies and Services, March 2007

J.2.2 E.E.O. Information and Mayor's Order 85-85

J.2.3 Tax Certification Affidavit

J.2.4 First Source Employment Agreement

(Offerors shall contact the Department of Small and Local Business Development for the following package).

J.2.5 LSDBE Certification Package

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 this request for proposals: (list names, titles, and telephone numbers of the authorized negotiators).

_____
_____
_____

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.

(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 subofferors. (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 (See Clause 23 of the SCP, "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 CERTIFICATION

Each offeror shall check one of the following:

_____ No person listed in Clause 13 of the SCP, "District Employees Not To Benefit" will 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 Clause13 of the SCP.

_____

_____

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 this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:

   (i) those prices
   (ii) the intention to submit a contract, or
   (iii) the methods or factors used to calculate the prices in the contract.

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

3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract 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 offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (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 will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

_____

(*insert full name of person(s) in the organization responsible for determining the prices offered in this Contract and the title of his or her position in the offeror's organization);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will 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 must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.2.3.

K.8 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.8.1 Definitions. As used in this provision:

K.8.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.8.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes.

K.8.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.8.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.8.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.8.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.8.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

(1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;

(2) Establish an ongoing drug-free awareness program to inform such employees about:

a. The dangers of drug abuse in the workplace;
b. The Contractor's policy of maintaining a drug-free workplace;
c. Any available drug counseling, rehabilitation, and employee assistance programs; and
d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

(3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.8.2(1) of this clause;

(4) Notify such employees in writing in the statement required by section K.x.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:

a. Abide by the terms of the statement; and
b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.

(5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.8.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;

(6) Within 30 days after receiving notice under section K.8.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:

a. Taking appropriate personnel action against such employee, up to and including termination; or
b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency; and

(7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.8.2(1) through K.8.2(6) of this clause.

K.8.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.8.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.8.2 or K.8.3 of this clause may render the Contactor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

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

L.1.2 Initial Offers

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

L.2 PRE-BID CONFERENCE AND SITE VISIT

Prospective offerors are strongly advised to visit the site of the proposed work to inspect and familiarize themselves with the extent of the work. Failure to thoroughly investigate said job conditions will not be accepted as a proper basis for considering an alleged error in offer or for payment of extras under, or revision to, the contract or in any other way as grounds for asserting a claim against the District.

L.2.1 A pre-proposal conference is scheduled for December 16, 2009, at the Department of Corrections, 1923 Vermont Avenue, N.W., to discuss the contents of this solicitation and other pertinent matters. Offerors shall meet in the inside entrance of the Building.

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L.2.2 The site visit will follow after the pre-proposal conference. For further information regarding the site visit and the pre-proposal conference the prospective offerors are encouraged to contact the Contract Specialist, Ms. Thomas at (202) 724-4026.

L.2.3 Prospective offerors will 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. Attending offerors must complete the Pre-Proposal Conference Attendance Roster at the conference so that offeror attendance can be properly recorded.

L.2.4 Impromptu questions will be permitted and spontaneous answers will 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 Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offeror's list as having received a copy of the solicitation. Answers will also be posted on the OCP website at www.ocp.dc.gov.

L.3 PREPARATION AND SUBMISSION OF PROPOSALS

L.3.1 *One* original and *six (6)* copies of the written proposals shall be submitted in one part, titled "Technical Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. ***DCFL-2010-R-0001,*** Comprehensive Health Care Services**.**

L.3.2 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below for the technical proposal shall facilitate evaluation and best value source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

L.4 PROPOSAL ORGANIZATION AND CONTENT

The Offeror shall provide a comprehensive, though not unnecessarily elaborate, proposal that presents the proposed approach to providing services in a clear, concise, and factual manner. Proposals that simply repeat the text of the requirements described in the solicitation without providing substantive information on the Offeror's specific approach to meeting these requirements or substantiation of the Offeror's knowledge and abilities to perform these requirements will be unacceptable.

L.4.1 Offeror's proposal(s) shall be organized and presented in two (2) separate parts, Part 1 – Technical Proposal and Part 2 – Price Proposal.

L.4.2 Each part of the Offeror's proposal shall provide a Table of Contents identifying the organization of the information as well as any exhibits or other supporting documentation included by the Offeror. Offeror's proposals shall conform to the maximum page limits set below. Information contained in Part 1, Technical Proposal, of the Offeror's proposal, shall **NOT** provide information or reference any information contained in Part 2, Price Proposal. The District will only evaluate those pages of the Offeror's technical proposal that fall within the maximum page limits per tab set forth below. Offerors must ensure that all relevant information that would allow the District to evaluate its proposal based on the evaluation criteria set forth in Section M are included within the specified page limits. The Offeror shall not attempt to exceed the page limits by including relevant information in Exhibits or Attachments.

L.5 TECHNICAL PROPOSAL

The Technical Proposal (Part 1) shall describe in as much detail as necessary, the specific approach proposed to provide the services described in this RFP, focusing on three areas: 1) management strategy to providing service, 2) capacity to provide service, and 3) the Offeror's past performance in providing similar services.

L.5.1 Tab 1 - Technical Approach

The information contained in this section shall facilitate the evaluation of the Offeror's knowledge and ability to effectively provide comprehensive health care services in a correctional setting.

1) Description of the Offeror's approach to providing and managing the services specified in Section C.
2) Proposed Start-Up/Transition Plan, including timeline.
3) Identification of proposed subcontractors, including description of the proportion of work to be performed by each subcontractor.
4) Explanation of how prime contractor plans to monitor and evaluate the performance of subcontractor and prime contractor personnel.
5) Description of firm's approach to Quality Assurance.
6) Description of firm's approach to Quality Improvement.
7) Description of firm's approach/strategies regarding Utilization Management.
8) Description of innovative or distinctive approaches to the management of correctional health care programs.
9) Description of any proposed information technology systems to be utilized in performance of services, including hardware, software, and associated network, data migration and training requirements.

L.5.2 Tab 2 - Technical Capacity

The information contained in this section shall facilitate the evaluation of the Offeror's technical capacity including the staff, organization, and resources to perform the required services.

1) Description of corporate management team.
2) Proposed organization plan, including description of organization, functional responsibilities, interaction with staff and subcontractors and reporting requirements.
3) Proposed staffing plan, including proposed labor mix and work hours per labor category.
4) Description of key positions (Refer to Section H.12.5 Key Personnel Job Descriptions). Offerors must provide resumes of proposed key personnel to be assigned to the contract, which detail the relevant skills and experience of each staff member. The Offeror shall provide three professional references for each person that include the name, title, telephone number, email address and hours available to be contracted. The Offeror must warrant that the key personnel proposed will be available if awarded the contract.
5) Approach to achieving required accreditations, and credentialing and training staff.

L.5.3 Tab 3 - Previous Experience/Past Performance of Offeror

The information requested in this section shall facilitate evaluation of the Offeror's previous, successful experience in providing correctional health care services.

1) Detailed description of Offeror's (and any proposed subcontractor's) experience in providing similar services as described in Section C. In the case of a newly formed business entity or in teaming arrangements where the companying is relying mostly on the past performance and experience of its key personnel, partners on the team, or on a major subcontract (s), the proposal must clearly explain "whose" past performance, and "how" that past performance is relevant to the procurement.
2) Three (3) clients references for which the Contractor has provided services similar to those described in Section C within the past five (5) years and three (3) client references for which each subcontractor, as applicable, has provided services similar to those described in Section C within the past five (5) years. The three references shall consist of 2 active contracts and 1 terminated contract. References shall include contract name and title, contract's project responsibility, client name, address, telephone number, email address and hours available. The District will contact the client reference provided and request completion of a Past Performance Evaluation using a form similar to the one provided in Attachment J.1.3.
3) Settled and pending litigation against the company.

L.5.4 Tab 4 – Completed Attachments, Certifications and Acknowledgements

Offerors must complete and submit, with their proposals, the required Attachments J.1.3, J.1.4, J.1.5, J.2.2, J.2.3 , J.2.4 and J.2.5 (LSDBE Certification, if applicable), certifications stated in Section K – Certifications of this solicitation and acknowledgements of receipt of any amendments to the solicitation. All copies must contain original signatures (dark blue/black ink) on all documents signed. Be sure that all information is correct and accurate.

L.5.5 PRICE PROPOSAL

The Pricing Proposal (*Part 2*) shall contain at a minimum the completed schedules found in Section B.2 of the solicitation, and Cost/Price Data and Certifications. The Offeror must provide cost/price data for each year of the contract (base and option years). The Offeror must provide an annualized rate per practitioner position as stated in Section C.4.19.3. The price proposal may also contain additional narrative or tables to explain the Offeror's assumptions regarding Inmate population and staffing requirements used in developing its price.

L.6 COMPLETE PROPOSALS

The proposals shall represent the best effort of the Offerors and will be evaluated as such. Proposals must be set forth-full, accurate and complete information as required by this solicitation.

L.7 OFFER SUBMISSION DATE AND TIME

Offer must be submitted no later than *2:00 p.m. local time on December 30, 2009*.

L.8 WITHDRAWAL OR MODIFICATION OF OFFER

An Offeror may modify or withdraw its offer upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of offer, but not later than the exact time set for opening of Offer.

L.9 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS:

L.9.1 Offer, modifications to Offer, 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:

L.9.1.1 The offer or modification was sent by registered or certified mail no later than the fifth (5th) calendar day before the date specified for receipt of offer; or

L.9.1.2 The offer or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District after receipt.

L.9.2 Postmarks

The only acceptable evidence to establish the date of a late offer, 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 offer, modification or withdrawal 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 Offer shall be considered late unless the Offeror can furnish evidence from the postal authorities of timely mailing.

L.9.3 Late Submissions

A late offer, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.9.4 Late Offer

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

L.9.5 Late Modifications

A late modification of a successful offer that makes its terms more favorable to the District will be considered at any time it is received and may be accepted.

L.10 HAND DELIVERY OR MAILING OF OFFER TO

Bid Room
Office of Contracting and Procurement
441 4TH Street, NW, Suite 703 South
Washington, D.C. 20001

L.11 SUBMISSION OF SUBCONTRACTING PLAN

Each Offeror shall submit a certified and notarized subcontracting plan with each proposal for approval by the CO. This plan shall meet the requirements described under §§ M.1.1 and M.1.6 of this solicitation. A certified LSDBE prime who plans not to subcontract any portion of the contract work shall still submit such a plan stating so in writing. A Contractor cannot make any changes to its subcontracting plan without prior written approval by the CO and the Director of DSLBD. The approved plan will be incorporated into and become part of the contract.

L.12 ERRORS IN OFFER

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

L.13 QUESTIONS ABOUT THE SOLICITATION

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the questions in writing to the CO. 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 will not consider any questions received less than ten (10) calendar days before the date set for submission of offer. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued, if that information is necessary in submitting offer, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.14 FAILURE TO SUBMIT OFFER

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Office of Contracting and Procurement, CO, General Services Group, 441- 4th Street, N.W., Suite 700S, Washington, DC 20001, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO, of the reason for not submitting an offer in response to this solicitation. If a recipient does not submit an offer and does not notify the

CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.15 OFFERORS PROTEST

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 offer opening or the time set for receipt of initial offer shall be filed with the Board prior to offer opening or the time set for receipt of initial offer. In procurements in which offer 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 offer 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 CO for the solicitation.

L.16 SIGNING OF OFFER:

L.16.1 The Contractor shall sign the offer and print or type its name on the Solicitation, Offer, Award Form, page one (1) of this solicitation. Each offer must show a full business address and telephone number of the Offeror and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the offer. Offer signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

L.16.2 All correspondence concerning the offer or resulting contract will be mailed to the address shown on the offer in the absence of written instructions from the Offeror or Contractor to the contrary. Any offer submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any offer submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Offerors shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in an offer rejection.

L.17 ACKNOWLEDGMENT OF AMENDMENTS

The Offeror 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 item 20 of page 1 (Solicitation, Offer, Award Form) 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 offer. Offeror's failure to acknowledge an amendment may result in rejection of the offer.

L.18 ACCEPTANCE PERIOD

The Offeror agrees that its offer remains valid for a period of 180 calendar days from the closing date. However, if for administrative reasons, the District is unable to make an award within this time period, the CO will request the Contractor to extend the offer for an additional thirty (30) days.

L.19 PROPOSALS WITH OPTIONS YEARS

The offer shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include option year pricing.

L.20 BEST AND FINAL OFFER

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

L.21 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.20.1 Offerors who include in their proposal data that they do not want disclosed to the public or Used by the District except for use in the procurement process except for use in the following legend:

L.21.1.1 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.

L.21.2 If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will 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.21.2.1 Mark each sheet of data it wishes to restrict with the following legend:

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

L.21 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 constructed as an indicated of the offeror's lack of cost consciousness. Elaborate artwork, expensive paper and bindings, and expensive visual and other presentation aids are neither necessary nor desired.

L.22 RETENTION OF PROPOSALS

All proposal document will be the property of the District and retained by the District, and therefore will not be returned to the offerors.

L.23 PROPOSAL COSTS

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

L.24 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT

In addition to other proposal submission requirements, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with 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.25 CERTIFICATES OF INSURANCE

The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of contract award to:

Linda Thomas, Contract Specialist
Office of Contracting and Procurement
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
Linda.thomas@dc.gov
(202) 724-4026

L.26 TITLE OF CORRESPONDENCE, HAND DELIVERY OR MAILING OF SOLICITATION

All contractual correspondence must be directed to:

Jean Wright, Contracting Officer
Office of Contracting and Procurement
441- 4th Street, N.W., Suite 700-South
Washington, D.C. 20001
jean.wright@dc.gov
(202) 724-5240

L.27 OFFER DOCUMENTS

L.27.1 Persons who obtain solicitation materials from anyone other than the District's official source as specified under this Section L.27 are hereby notified that any addenda/amendments issued under this solicitation, and not acknowledged by an Offeror could affect the offer amount and/or responsiveness determinations.

L.27.2 The District assumes no responsibility for furnishing any addenda/ amendments to anyone who obtains solicitation materials through other than the official channels.

L.27.3 Amendments/Addenda to solicitation documents and solicitation material are available from the issuing office.

L.28 LEGAL STATUS OF OFFEROR

L.28.1 Each offer must provide the following information:

L.28.2 Name, Address, Telephone Number, Federal Tax Identification Number and DUNS Number of Offeror;

L.28.3 District of Columbia license, registration or certification, if required by law to obtain such license, registration or 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;

L.28.4 If the Offeror is a partnership or joint venture, names of general partners or joint ventures and copies of any joint venture or teaming agreements; and

L.28.5 The District reserves the right to request additional information regarding the Offeror's organizational status.

L.29 STANDARDS OF RESPONSIBILITY

L.29.1 Pursuant to 27 DCMR, 2200.4 (a) through (h), the prospective Contractor shall submit the following documentation, within ten (10) days of the request by the District, in order to be determined responsible:

L.29.1.1 Evidence of financial resources adequate to perform the Contract, or ability to obtain them;

L.29.1.2 Evidence of ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and district business commitments;

L.29.1.3 A satisfactory performance record;

L.29.1.4 A satisfactory record of integrity and business ethics;

L.29.1.5 The necessary organization, experience, accounting and operational controls and technical skills, or the ability to obtain them;

L.29.1.6 Compliance with the applicable District licensing and tax laws and regulations;

L.29.1.7 The necessary production, construction and technical equipment and facilities or the ability to obtain them, and

L.29.1.8 Other qualifications and eligibility criteria necessary to receive an award under the applicable laws and regulations.

L.29.1.9 If the prospective Contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective Contractor to be non-responsible.

SECTION M - EVALUATION FACTORS

M.1 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, or local with a principal office located in an enterprise zone of the District of Columbia.

M.1.1 Subcontracting Requirements

If the prime contractor subcontracts any portion of the work under this contract, the prime contractor shall meet the following subcontracting requirements:

M.1.1.1 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; or

M.1.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph M.1.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

M.1.2 Application of Preferences

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

M.1.2.1 Any prime contractor that is a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, will 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.1.2.2 Any prime contractor that is a resident-owned business (ROB) certified by the SLBOC or the DSLBD, as applicable, will 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.1.2.3 Any prime contractor that is a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable, will receive the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

M.1.2.4 Any prime contractor that is a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable, will 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.1.2.5 Any prime contractor that is a local business enterprise with its principal offices locates in an enterprise zone (DZE) certified by the SLBOC or the DSLBD, as applicable, will 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.1.2.6 Any prime contractor that is a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable, will 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.1.3 Maximum Preference Awarded

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

M.1.4 Preferences for Certified Joint Ventures

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will 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.1.5 Vendor Submission for Preferences

M.1.5.1 Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its proposal, the following documentation, as applicable to the preference being sought:

M.1.5.1.1 Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB or ROB**,** to include a copy of all relevant letters of certification from the SLBOC; or

M.1.5.1.2 Evidence of the vendor's or joint venture's provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB or ROB, to include a copy of the provisional certification from the DSLBD.

M.1.5.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.1.5.3 All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.1.6 Subcontracting Plan

If the prime contractor intends to subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section M.1.1, the prime contractor responding to this solicitation 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 intends to subcontract in accordance with the provisions of section M.1.1, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

M.1.6.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.2 A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

M.1.6.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

M.1.6.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

M.1.6.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

M.1.6.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

M.1.6.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

M.1.6.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

M.1.6.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

M.1.7 Compliance Reports

By the 21st of every month following the execution of the contract, the prime contractor shall submit to the contracting officer and the Director of DSLBD a compliance report detailing the contractor's compliance, for the preceding month, with the subcontracting requirements of the contract. The monthly compliance report shall include the following information:

M.1.7.1 The dollar amount of the contract or procurement;

M.1.7.2 A brief description of the goods procured or the services contracted for;

M.1.7.3 The name and address of the business enterprise from which the goods were procured or services contracted;

M.1.7.4 Whether the subcontractors to the contract are currently certified business enterprises;

M.1.7.5 The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

M.1.7.6 A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section M.1.1; and

M.1.7.7 A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section M.1.1.

M.1.8 Enforcement and Penalties for Breach of Subcontracting Plan

M.1.8.1 If during the performance of this contract, the contractor fails to comply with the subcontracting plan submitted in accordance with the requirements of this contract, and as approved by the contracting officer and the Director of DSLBD, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

M.1.8.2 In addition, the willful breach by a contractor of a subcontracting plan for utilization of certified business enterprises in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through 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, failure, or falsified submission.

M.2 EVALUATION FOR AWARD

The contract will be awarded to the 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 will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an intelligent award decision based upon the evaluation criteria.

M.3 TECHNICAL RATING

The Technical Rating Scale is as follows:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
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.

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

M.4 EVALUATION CRITERIA

Proposals will be evaluated based on the following technical evaluation factors listed in descending order of importance.

M.4.1 TECHNICAL FACTORS (80 POINTS MAXIMUM)

M.4.1.1 Technical Approach (40 points)

M.4.1.1.1 The Offeror has presented a technical approach to meet the requirements and performance standards for providing correctional health care services to DOC, including a start-up/transition plan, subcontracting plan, information technology systems and reporting capabilities.

M.4.1.1.2 The Offeror has presented a demonstrated approach to quality assurance and quality improvement.

M.4.1.1.3 The Offeror has presented a comprehensive approach to comply with the requirements for utilization management.

M.4.1.2 Technical Capacity (20 points)

M.4.1.2.1 The Offeror has proposed key personnel that possess the necessary qualification for and experience in successfully providing correctional health care services. Check of references provided for key personnel show that the proposed staff member has provided satisfactory service to other clients.

M.4.1.2.2 The Offeror has proposed an overall organization plan, management structure, and staffing plan to successfully complete the requirements of the solicitation.

M.4.1.2.3 The Offeror has presented an approach to obtaining accreditation, and credentialing and training staff.

M.4.1.3 Previous Experience and Past Performance of Offeror (20 points)

M.4.1.3.1 The Offeror has demonstrated its ability to perform the requirements by its and its subcontractor's relevant, successful past performance on similar contracts identified in Tab 2 of its proposal. This factor includes an examination of the quality of services provided, timeliness in service delivery, business practices, overall satisfaction of the Offeror's past performance, and the Offeror's previous experience. The Offeror is not party to any settled or pending litigation that would negatively affect the Offeror's ability to provide services under this contract.

M.4.2 PRICE CRITERIA (20 points maximum)

The price evaluation will be objective. The Offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

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

M.4.3 PREFERENCE POINTS (12 Points)

The maximum preference points a Contractor can receive is 12. The preference points will be added to the Contractor evaluation score.

M.4.3.2 TOTAL POINTS

The total points awarded under the solicitation are112.

TECHNICAL FACTORS AND PRICE POINTS	100 Points
PREFERENCE POINTS	12 Points
TOTAL POINTS	112 Points

M.5 EVALUATION OF OPTION YEARS

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

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

M.6.2 In connection with any discount offered, time will 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.