

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption			Page of Pages	
		Comprehensive Health Care Services			1	121
2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market		
	DCFL-2011-R-1001	<input type="checkbox"/> Sealed Bid (IFB)	11/9/2010	<input type="checkbox"/> Open		
		<input checked="" type="checkbox"/> Sealed Proposals (RFP)		<input type="checkbox"/> Set Aside - See Section B.3		
		<input type="checkbox"/> Sole Source		<input checked="" type="checkbox"/> Open with Subcontracting Set Aside		
7. Issued by: Office of Contracting and Procurement Financial Legal and Consulting Commodity Group 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Financial Legal and Consulting Commodity Group 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001			

NOTE: In sealed bid solicitations "offer" and "offeror" mean "bid" and "bidder".

### SOLICITATION

9. Sealed offers in original and 3 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 703S, Bid Room, Washington, DC until 2:00 PM local time December 23, 2010  
(Hour) (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		C. E-mail Address	
	Shafiq Choudhary	(Area Code) 202	(Number) 724-5248	(Ext)	<a href="mailto:shafiq.choudhary@dc.gov">shafiq.choudhary@dc.gov</a>

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### OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 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	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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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	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date
(Area Code) (Number) (Ext)			

### 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



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

- B.1** The Government of the District of Columbia, Office Contracting and Procurement (OCP) on behalf of the Department of Corrections (DOC) is seeking a contractor to provide Comprehensive Health Care Services for the DOC inmates under the Community-Oriented Correctional Health Care (COCHC) model. The DOC COCHC model encompasses all of the elements of the Public Health Model and reflects our belief that the inmate is an integral part of the community while incarcerated as well as when he/she returns to society at release. Providing community linkages that support an inmate's re-entry into society will impact the individual's health outcomes and recidivism rates through continuity of care. The District and DOC strongly feel that regardless of status, whether an inmate or a resident of the community, a person is more likely to remain employed, productive, and law-abiding when his/her health care concerns are being addressed with continuity of care available and provided. The DOC COCHC model assists in our goals of successful and sustained inmate re-entry with improved public safety and public health outcomes.
- B.2** The District contemplates award of a firm fix price contract based on per diem per inmate.
- B.3** PRICE SCHEDULE
- B.3.1** BASE PERIOD (Date of award through three years thereafter)

**B.3.1.1 Base Period of Performance – Year One (1)**

<u>(A)</u> <u>CLIN</u>	<u>(B)</u> <u>ITEM</u> <u>DESCRIPTION</u>	<u>(C)</u> <u>RANGES OF</u> <u>DAILY</u> <u>INMATE</u> <u>POPULATION</u>	<u>(D)</u> <u>UNIT</u> <u>PRICE</u> <u>(PER INMATE</u> <u>PER DIEM)</u>	<u>(E)</u> <u>ESTIMATED</u> <u>DAILY PRICE</u> <u>(C x D)</u>	<u>(F)</u> <u>TOTAL</u> <u>ESTIMATED</u> <u>ANNUAL PRICE</u> <u>(E x 365)</u>
<b><u>0001</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)				
<b><u>0001AA</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,500 or less</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AB</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,501 – 2,600</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AC</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,601 – 2,700</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AD</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,701 – 2,800</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AE</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,801 – 2,900</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AF</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,901 – 3,000</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AG</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,001 – 3,100</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AH</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,101 – 3,200</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0001AI</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,201 or more</u></b>	\$ _____	\$ _____	\$ _____

**B.3.1.2 Base Period of Performance – Year Two (2)**

<u>(A)</u> <u>CLIN</u>	<u>(B)</u> <u>ITEM</u> <u>DESCRIPTION</u>	<u>(C)</u> <u>RANGES OF</u> <u>DAILY</u> <u>INMATE</u> <u>POPULATION</u>	<u>(D)</u> <u>UNIT</u> <u>PRICE</u> <u>(PER INMATE</u> <u>PER DIEM)</u>	<u>(E)</u> <u>ESTIMATED</u> <u>DAILY PRICE</u> <u>(C x D)</u>	<u>(F)</u> <u>TOTAL</u> <u>ESTIMATED</u> <u>ANNUAL PRICE</u> <u>(E x 365)</u>
<b>0101</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)				
<b>0101AA</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,500 or less</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AB</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,501 – 2,600</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AC</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,601 – 2,700</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AD</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,701 – 2,800</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AE</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,801 – 2,900</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AF</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,901 – 3,000</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AG</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,001 – 3,100</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AH</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,101 – 3,200</u></b>	\$ _____	\$ _____	\$ _____
<b>0101AI</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 2)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,201 or more</u></b>	\$ _____	\$ _____	\$ _____

**B.3.1.3 Base Period of Performance – Year Three (3)**

<u>(A)</u> <u>CLIN</u>	<u>(B)</u> <u>ITEM</u> <u>DESCRIPTION</u>	<u>(C)</u> <u>RANGES OF</u> <u>DAILY</u> <u>INMATE</u> <u>POPULATION</u>	<u>(D)</u> <u>UNIT</u> <u>PRICE</u> <u>(PER INMATE</u> <u>PER DIEM)</u>	<u>(E)</u> <u>ESTIMATED</u> <u>DAILY PRICE</u> <u>(C x D)</u>	<u>(F)</u> <u>TOTAL</u> <u>ESTIMATED</u> <u>ANNUAL PRICE</u> <u>(E x 365)</u>
<b><u>0201</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)				
<b><u>0201AA</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,500 or less</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AB</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,501 – 2,600</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AC</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,601 – 2,700</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AD</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,701 – 2,800</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AE</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,801 – 2,900</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AF</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,901 – 3,000</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AG</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,001 – 3,100</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AH</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,101 – 3,200</u></b>	\$ _____	\$ _____	\$ _____
<b><u>0201AI</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Base Period – Year 3)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,201 or more</u></b>	\$ _____	\$ _____	\$ _____

## B.3.2 OPTION YEAR ONE

<u>(A)</u> <u>CLIN</u>	<u>(B)</u> <u>ITEM</u> <u>DESCRIPTION</u>	<u>(C)</u> <u>RANGES OF</u> <u>DAILY</u> <u>INMATE</u> <u>POPULATION</u>	<u>(D)</u> <u>UNIT</u> <u>PRICE</u> <u>(PER INMATE</u> <u>PER DIEM)</u>	<u>(E)</u> <u>ESTIMATED</u> <u>DAILY</u> <u>PRICE (C x</u> <u>D)</u>	<u>(F)</u> <u>TOTAL</u> <u>ESTIMATED</u> <u>ANNUAL PRICE</u> <u>(E x 365)</u>
<b><u>1001</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)				
<b><u>1001AA</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,500 or less</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AB</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,501 – 2,600</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AC</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,601 – 2,700</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AD</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,701 – 2,800</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AE</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,801 – 2,900</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AF</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>2,901 – 3,000</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AG</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,001 – 3,100</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AH</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,101 – 3,200</u></b>	\$ _____	€ _____	\$ _____
<b><u>1001AI</u></b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 1)	<b><u>Inmate</u></b> <b><u>Population of</u></b> <b><u>3,201 or more</u></b>	\$ _____	€ _____	\$ _____

**B.3.3 OPTION YEAR TWO**

<u>(A)</u> <u>CLIN</u>	<u>(B)</u> <u>ITEM</u> <u>DESCRIPTION</u>	<u>(C)</u> <u>RANGES OF</u> <u>DAILY</u> <u>INMATE</u> <u>POPULATION</u>	<u>(D)</u> <u>UNIT</u> <u>PRICE</u> <u>(PER INMATE</u> <u>PER DIEM)</u>	<u>(E)</u> <u>ESTIMATED</u> <u>DAILY PRICE</u> <u>(C x D)</u>	<u>(F)</u> <u>TOTAL</u> <u>ESTIMATED</u> <u>ANNUAL PRICE</u> <u>(E x 365)</u>
<b>2001</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)				
<b>2001AA</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>2,500 or less</u>	\$ _____	\$ _____	\$ _____
<b>2001AB</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>2,501 – 2,600</u>	\$ _____	\$ _____	\$ _____
<b>2001AC</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>2,601 – 2,700</u>	\$ _____	\$ _____	\$ _____
<b>2001AD</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>2,701 – 2,800</u>	\$ _____	\$ _____	\$ _____
<b>2001AE</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>2,801 – 2,900</u>	\$ _____	\$ _____	\$ _____
<b>2001AF</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>2,901 – 3,000</u>	\$ _____	\$ _____	\$ _____
<b>2001AG</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>3,001 – 3,100</u>	\$ _____	\$ _____	\$ _____
<b>2001AH</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>3,101 – 3,200</u>	\$ _____	\$ _____	\$ _____
<b>2001AI</b>	Provide comprehensive medical and mental health services at the District's Department of Corrections facilities in accordance with Section C.5 (Option Year 2)	<u>Inmate</u> <u>Population of</u> <u>3,201 or more</u>	\$ _____	\$ _____	\$ _____

**B.3.4 STAFFING ADJUSTMENTS**

The Contractor's approved staffing plan, as described in Section C.5.11.1.3, shall be subject to adjustment based on a sustained increase or decrease in the daily inmate population as of the date of the contract award, defined as 10% or more, for a period of 120 days. The basis of any adjustments in the staffing plan shall be to sustain the level and quality of services provided. The Contractor shall request adjustments to the

approved staffing plan in writing for approval by the Contracting Officer. The Contracting Officer will notify the Contractor of the approval or disapproval of the request in writing within ten (10) days of the request. If applicable, any change in the per diem rate shall be negotiated with the Contracting Officer as an equitable adjustment pursuant to the Changes clause of the Standard Contract Provisions (Attachment J.2).

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

**B.5 OFFEROR'S AUTHORIZATION TO EXTEND CONTRACT:**

<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>	<u>YES</u>	<u>NO</u>	<u>JURISDICTION</u>
___	___	Alexandria, Virginia	___	___	Met. Wash. Airports Authority
___	___	Alexandria Public School	___	___	Met. Wash. Council of Government
___	___	Arlington County, Virginia	___	___	Montgomery College
___	___	Arlington County Public School	___	___	Montgomery County, Maryland
___	___	Bowie, Maryland	___	___	Mont. County Public Schools
___	___	Charles County Public Schools			
___	___	College Park, Maryland	___	___	Prince George's County, Maryland
___	___	Culpeper County, Virginia	___	___	Prince George's Public Schools
___	___	District of Columbia	___	___	Prince William County, Virginia
___	___	District of Columbia Courts			
___	___	District of Columbia Public Schools	___	___	Prince William Public Schools
___	___	D.C. Water & Sewer Authority.	___	___	Prince William County Service Authority
___	___	Fairfax, Virginia	___	___	Rockville, Maryland
___	___		___	___	Spotsylvania County Schools
___	___	Fairfax County, Virginia	___	___	Stafford County, Virginia
___	___	Fairfax County Water Authority	___	___	Takoma Park, Maryland
___	___	Falls Church, Virginia	___	___	Vienna, Virginia
___	___	Fauquier City. Sch. & Govt., VA	___	___	Wash. Metro. Area Transit Authority
___	___	Frederick County, Maryland	___	___	Wash. Suburban Sanitary Comm.
___	___	Manassas Public Schools	___	___	Winchester Public Schools
___	___	Gaithersburg, Maryland	___	___	Herndon, Virginia
___	___	Greenbelt, Maryland	___	___	Loudoun County, Virginia
___	___	Manassas, Virginia			
___	___	MD-Nat. Cap. Park & Plng. Comm.			

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Vendor's Name

**SECTION C: SPECIFICATIONS/WORK STATEMENT****C.1 SCOPE**

The Government of the District of Columbia, Office Contracting and Procurement (OCP) on behalf of the Department of Corrections (DOC) is seeking a contractor to provide Comprehensive Health Care Services for the DOC inmates under the Community-Oriented Correctional Health Care (COCHC) model. The DOC COCHC model encompasses all of the elements of the Public Health Model and reflects our belief that the inmate is an integral part of the community while incarcerated as well as when he/she returns to society at release. Providing community linkages that support an inmate's re-entry into society will impact the individual's health outcomes and recidivism rates through continuity of care. The District and DOC strongly feel that regardless of status, whether an inmate or a resident of the community, a person is more likely to remain employed, productive, and law-abiding when his/her health care concerns are being addressed with continuity of care available and provided. The DOC COCHC model assists in our goals of successful and sustained inmate re-entry with improved public safety and public health outcomes. The contractor shall provide comprehensive health care services as described herein shall be based upon the five (5) elements of the COCHC Model:

**C.1.1** Early detection and assessment

**C.1.2** Prompt and effective treatment at a community standard of care

**C.1.3** Prevention measures

**C.1.4** Comprehensive health education

**C.1.5** Discharge Planning to encourage continuity of care in the community upon release.

**C.1.6** The DOC COCHC model also incorporates a comprehensive network of programs that promote education, prevention, treatment, referrals and community involvement. Linkages begin during incarceration and continue upon release.

**C.2 APPLICABLE DOCUMENTS**

The Contractor shall provide Comprehensive Health Care Services in accordance with the applicable documents listed below:

Item No.	Document Type	Title	Date
1	Industry Standards	American Medical Association <a href="http://www.ama-assn.org">http://www.ama-assn.org</a>	
2	Industry Standards	American Correctional Association (ACA) – Standards for Health Services <a href="http://www.aca.org/standards/healthcare/Standards.asp">http://www.aca.org/standards/healthcare/Standards.asp</a>	Most Recent
3	Industry Standards	American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities <a href="http://www.aca.org/standards/healthcare/Standards.asp">http://www.aca.org/standards/healthcare/Standards.asp</a>	Most Recent
4	Industry Standards	National Commission on Correctional Health Care (NCCHC) Standards for Health Services In Jails <a href="http://www.ncchc.org/">http://www.ncchc.org/</a>	Most Recent
5	Industry Standards	National Academy of Sciences – Food and Nutrition Board Dietary Reference Intakes-Applications in Dietary Planning <a href="http://www.nap.edu/books/0309085373/html/">http://www.nap.edu/books/0309085373/html/</a>	Most Recent
6	Federal	Health Resources and Services Administration (HRSA) of	Most

Item No.	Document Type	Title	Date
	Publication	the United States Department of Health and Human Services (DHHS) <a href="http://www.hrsa.gov">http://www.hrsa.gov</a>	Recent
7	District Licensing and Registration	Department of Health Licensing Administration - <a href="http://doh.dc.gov/doh/cwp/view.a,1371,q,600673,dohNav_GID,1879,dohNav,[34440]34445 .asp">http://doh.dc.gov/doh/cwp/view.a,1371,q,600673,dohNav_GID,1879,dohNav,[34440]34445 .asp</a>	Most Recent
8	Federal Publication	Clinical Laboratory Improvement <a href="https://www.cms.gov/clia/01_overview.asp">https://www.cms.gov/clia/01_overview.asp</a>	Most Recent
9	DOC Program Statement	Medical Management, 6000.1E	4/19/10
10	DOC Program Statement	Key Control, 5320.1C	1/17/08
11	DOC Program Statement	Tool Control, 5022.1E	4/12/10
12	DOC Program Statement	Suicide Prevention, 6080.2F	3/19/10
13	DOC Program Statement	Psychiatric Evaluation, 6014.6A	8/25/87
14	DOC Program Statement	Drug/Alcohol Testing (MEDAT) Mandatory Employee, 6050.4B	2/29/08
15	DOC Program Statement	Record Retention, 2000.2	4/6/01
16	DOC Program Statement	Health Information Privacy, HIPAA, 1300.3	12/15/03
17	DOC Program Statement	Technical Reference Manual (Health Privacy Information Operations), 1300.3	12/15/03
18	DOC Program Statement	“ADA: Communications for Deaf & Hearing Impaired,” 3800.3	9/30/03
19	DOC Program Statement	Environmental Safety and Sanitation, 2920.8	2/21/08
20	DOC Program Statement	Accountability for Inmates, 5010.2E	2/5/08
21	DOC Program Statement	Contraband Control, 5010.3D	2/27/08
22	DOC Policy	Information Security, 2420.2	12/15/03

### C.3 DEFINITIONS

- C.3.1** “ACA: shall mean the American Correctional Association.
- C.3.2** “AMA” shall mean the American Medical Association.
- C.3.3** "Business Day" shall mean any day on which offices of the government of the District of Columbia is open for business.
- C.3.4** “CCA” shall mean the Corrections Corporation of America.
- C.3.5** “CDF” shall mean the Central Detention Facility.
- C.3.6** “COCHC” shall mean Community Oriented Correctional Health Care
- C.3.7** Comprehensive Health Care Services: refers to a system of medically necessary health services that includes preventative and therapeutic services that provide for the physical and mental well-being of a population. Health care services required by Inmates is delivered both inside and outside CDF and CTF, including primary and

specialty physician and other health professional services, hospital services (inpatient and outpatient), nursing, and pharmaceutical dispensing, laboratory and diagnostics, and other ancillary services.

- C.3.8** “CTF” shall mean the Correctional Treatment Facility
- C.3.9** “DOC” shall mean the District of Columbia Department of Corrections.
- C.3.10** “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.3.11** “HWH” shall mean the contractually operated “Halfway House” Bedspace.
- C.3.12** “JCAHO” shall mean the Joint Commission on Accreditation of Healthcare Organizations.
- C.3.13** “Lock-Down” or “segregation” is the confinement of an inmate to a housing unit separated from the general population. There are three forms of segregation: 1) administrative segregation, 2) disciplinary detention, and 3) protective custody.
- C.3.14** “NCCHC” shall mean the National Commission on Correctional Health Care.
- C.3.15** “PPD” shall mean the Purified Protein Derivative/Mantoux skin test used to screen for tuberculosis.
- C.3.16** “R&D” shall mean the Receiving and Discharge area or the Receiving and Discharge process for the Central Detention Facility.
- C.3.17** “Sick Call” shall mean non-emergency care rendered to Inmates.
- C.3.18** “Sick Call Medical Provider” shall mean a Physician, Nurse Practitioner, or Physicians Assistant.

#### **C.4 BACKGROUND**

**C.4.1** The District of Columbia Department of Corrections (DOC) manages detention for male, female, and juvenile pre-trial detainees, sentenced and other offenders who are, by order of appropriate legal authority, placed in its custody. This population shall hereafter be referred to as “Inmates.” The DOC houses Inmates at two facilities, the Central Detention Facility (CDF) and the Correctional Treatment Facility (CTF), in addition to contractually operated Halfway House Bed-space and staffing a secure hospital ward at the United Medical Center (UMC) in the District. The operating capacities of the CDF and CTF are currently 2,164 and 965 respectively and the HWH’s 121. The CDF operates under a daily population cap of 2,164. The Correctional Treatment Facility is currently operated by Corrections Corporation of America (CCA) under contract to the District on behalf of the Department of Corrections.

**C.4.2** The CTF is currently operated under contract by Corrections Corporation of America on behalf of the Department of Corrections.

**C.4.3** A summary of the services currently offered is shown below.

<b>Facility/Address</b>	<b>Service Summary Description</b>	<b>Population</b>
Central Detention Facility (DC Jail) 1901 D Street, S.E. Washington, DC 20003 Correctional Treatment	<ul style="list-style-type: none"> <li>▪ On-site Comprehensive Medical and Mental Health Services</li> </ul>	All populations assigned to the CDF and CTF. The Average Daily Population for period October 2008 - September 2009 was 3,053

Facility 1901 E Street S.E. Washington, D.C. 20003		
Halfway Houses (Contract Beds) See C.5.4.3	<ul style="list-style-type: none"> <li>▪ Provision of release medication</li> </ul>	Contracted facilities 121 beds
United Medical Center (UMC) Locked Ward 1310 Southern Avenue S.E. Washington, DC 20032	<ul style="list-style-type: none"> <li>▪ Utilization Review and oversight of all UMC, and all local hospital admissions</li> </ul>	Inpatient populations of UMC Locked Ward, and all local hospitals who are referred by: <ul style="list-style-type: none"> <li>▪ Central Detention Facility</li> <li>▪ Correctional Treatment Facility</li> <li>▪ Court ordered assignment</li> </ul>

#### C.4.4 Overview of Current Health Care Services

The Director of DOC is the statutory health authority for inmates in custody of the District and the Director is the responsible to provide health care services to the District's inmate population. The Director of DOC has delegated clinical authority to the DOC's Medical Director.

The Department of Correction's Health Services staff monitors and oversee the health and mental health services contracts. All intakes are processed at CDF. The following tables will provide projected data, which is government's estimate based on historical data. This data is provided for the offerors to use it in preparation of their response for this solicitation.

**C.4.4.1 Current Infirmiry Beds**

<b>Table 1: Current Infirmiry Beds</b>			
<b>Facility</b>	<b>Number of Cells</b>	<b>Beds in Each Cell</b>	<b>Total Beds</b>
<b>CDF</b>			
Individual Cells	4	1	4
<b>Total CDF</b>			4
<b>CTF</b>			
Common Rooms	4	3	12
Single Beds	27	1	27
<b>Total CTF</b>			39
<b>Locked Ward</b>			
Common Room	1	6	6
Individual Rooms	4	1	4
<b>Total Locked Ward</b>			10
<b>Total Infirmiry Bed count</b>			53

**C.4.4.2 Current and Projected Average Daily Population by Facility**

<b>Facility</b>	<b>Average Daily Population by Calendar Year</b>					<b>Projected Average Daily Population by Calendar Year</b>				
	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014
CDF	2331	2089	1949	1938	1991	2097	2100	2100	2100	2100
CTF	1139	1244	1076	934	982	820	750	750	750	750
HWH	119	117	117	117	117	117	150	150	150	150
<b>Total</b>	<b>3589</b>	<b>3450</b>	<b>3142</b>	<b>2989</b>	<b>3090</b>	<b>3034</b>	<b>3000</b>	<b>3000</b>	<b>3000</b>	<b>3000</b>

**C.4.4.3 Current and Projected Average Daily Male Population by Facility**

<b>Table 3: Current and Projected Average Daily Male Population by Facility</b>										
Facility	Average Daily Population by Calendar Year					Projected Average Daily Population by Calendar Year				
	Year	2005	2006	2007	2008	2009	2010	2011	2012	2013
CDF	2210	1996	1885	1936	1990	2097	2100	2100	2100	2100
CTF	899	1000	822	651	699	540	500	500	500	500
HWH	96	117	96	92	98	96	100	100	100	100
Total	3205	3113	2803	2679	2787	2733	2700	2700	2700	2700

**C.4.4.4 Current and Projected Average Daily Female Population by Facility**

<b>Table 4: Current and Projected Average Daily Female Population by Facility</b>										
Facility	Average Daily Population by Calendar Year					Projected Average Daily Population by Calendar Year				
	Year	2005	2006	2007	2008	2009	2010	2011	2012	2013
CDF	121	93	64	2	1	0	0	0	0	0
CTF	240	244	254	283	283	280	250	250	250	250
HWH	23	23	25	24	18	21	50	50	50	50
Total	384	360	343	309	302	301	300	300	300	300

**C.4.4.5 Current and Projected Intakes by Facility**

<b>Table 5: Current and Projected Intakes by Facility</b>										
Intakes	Intake Transactions by Calendar Year					Projected Intake Transactions by Calendar Year				
	Year	2005	2006	2007	2008	2009	2010	2011	2012	2013
CDF*	19127	19003	17864	18397	17903	18500	18500	18500	18500	18500
Male	16225	16177	15524	16189	15755	16000	16000	16000	16000	16000
Female	2902	2826	2340	2208	2148	2500	2500	2500	2500	2500
Total	19127	19003	17864	18397	17903	18500	18500	18500	18500	18500

**C.4.4.6 Current and Projected Releases by Facility**

<b>Table 6: Current and Projected Releases by Facility</b>										
Release Location	Releases by Calendar Year					Projected Releases by Calendar Year				
	Year	2005	2006	2007	2008	2009	2010	2011	2012	2013
CDF	19145	15325	14477	13787	13410	14000	14000	14000	14000	14000
MHU	0	4000	3577	3858	3144	3500	3500	3500	3500	3500
DCSC	0	0	267	734	1208	1000	1000	1000	1000	1000
Total	19145	19325	18321	18379	17762	18500	18500	18500	18500	18500

**C.4.4.7 Off-site Medical Care**

<b>Table 1 - Off-site Medical Care</b>						
<b>Type of Consultation</b>	<b>Current</b>			<b>Projected</b>		
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Radiology	747	862	764	800	800	800
Orthopedics	249	157	14	15	15	15
Ophthalmology	165	105	105	100	100	100
Gastrointestinal	411	392	297	350	350	350
General Surgery	574	359	288	300	300	300
Cardiology	214	193	196	200	200	200
Urology	188	237	107	110	110	110
Physical Therapy	603	626	0	0	0	0
Ear, Nose, and Throat	156	148	73	70	70	70
Neurology	8	45	129	130	130	130
Optometry	1	0	0	0	0	0
Endocrinology	18	5	3	5	5	5
Podiatry	3	0	0	0	0	0
Oral Surgery	114	47	60	60	60	60
Oncology	77	62	56	60	60	60
Dermatology	143	63	0	0	0	0
Gynecology	37	4	3	5	5	5
Nephrology	32	25	42	50	50	50
Infectious Disease	38	0	4	5	5	5
Other	0	0	0	0	0	0

**C.4.4.8 Hospitalization**

<b>Table 2 - Hospitalization</b>						
<b>Facility</b>	<b>Current</b>			<b>Projected</b>		
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
United Medical Center	423	306	207	200	200	200
Howard University Hospital	27	50	32	30	30	30
George Washington University Hospital	5	8	3	5	5	5
Washington Hospital Center	22	24	17	20	20	20
Georgetown University Hospital	2	0	0	1	1	1
Sibley Memorial Hospital	0	1	0	1	1	1

**C.4.4.9 Average Stay in Hospital**

<b>Table 3 - Average Stay in Hospital</b>						
<b>Facility</b>	<b>Current</b>			<b>Projected</b>		
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Overall Average Length of Stay (days)	6.00	5.56	4.91	5.00	5.00	5.00

**C.4.5 Overview of Utilization Data**

The following tables will provide utilization data, which is government's estimate based on historical data. This data is provided for the offerors to use it in preparation of their response for this solicitation.

<b>Utilization Data</b>						
	<b>Current</b>			<b>Projected</b>		
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>Health Care Services by Provider/Department Type</b>						
Total Number of Patient Encounters (a single individual may have multiple encounters)	243,491	279,460	317,572	300,000	300,000	300,000
Physician	73,766	60,840	57,931	60,000	60,000	60,000
Physician Assistant/Nurse Practitioner	25,396	34,532	39,048	40,000	40,000	40,000
Nursing	115,929	160,817	193,858	150,000	150,000	150,000
Social Work/LPC	14,210	19,216	21,695	20,000	20,000	20,000
Dental Care	5,182	4,205	5,040	5,000	5,000	5,000
Dental Care Procedure	18,849	21,051	24,601	25,000	25,000	25,000
<b>Chronic Care Clinics Visits (unduplicated Inmates)</b>						
Cancer (inclusive of many types)	101	97	95	100	100	100
Hypertension	1,833	1,811	1,967	2,000	2,100	2,200
HIV	764	876	792	800	850	900
Pregnancy	63	75	82	90	90	90
Hepatitis-B	137	164	187	200	200	200
Hepatitis-C	826	855	907	925	950	975
Diabetes	600	664	621	650	650	650
Tuberculosis	1,507	1,540	1,432	1,450	1,450	1,450
Intravenous Drug Abuse (lower extremity) ulcers & Decubitus Ulcers	44	49	50	50	50	50
Dialysis	23	27	29	35	38	42
Congestive Heart Failure	50	55	57	60	63	66
<b>Health Care Encounters by Service Type</b>						
Number of Intake Health Assessments (within 24 hours)	16,529	15,215	16,233	16,250	6,500	6,500
Number of Intake Comprehensive Mental Health Evaluations Completed (within 1 Business Day of Referral)	8,588	8,953	10,662	11,000	11,000	11,000
Number of Sick Calls	44,864	87,350	126,870	120,000	120,000	120,000
Number of Sick Calls not Serviced within 72 Hours	2,107	197	72	730	730	730

<b>Utilization Data</b>						
	<b>Current</b>			<b>Projected</b>		
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
Number of Urgent Medical Care	15,182	14,911	15,152	15,000	15,000	15,000
Number of Trauma Cases	343	1,071	2,165	1,500	1,500	1,500
Number of Mental Health Care	32,156	32,954	35,803	30,000	30,000	30,000
Number of Specialty Clinic Cases	18,173	6,516	6,593	6,500	6,500	6,500
Number of Chronic Care	8,932	15,542	17,139	17,000	17,000	17,000
Halfway House Cases	392	593	398	0	0	0
<b>Discharge Planning</b>						
Number of Discharge Planning Visits (Including IDTP)	35,307	35,329	37,218	37,000	22,600	22,600
Initial--(Within 5 days of Intake)	7,905	13,666	19,766	18,500	4,100	4,100
Follow-up	7,195	18,804	14,133	1,600	4,100	4,100
Other	3,641	3,046	1,844	5,000	4,100	4,100
Number of inmates that were scheduled by DP that kept the medical follow-up appt.	44	22	NR	50	50	50
<b>Medical Alerts/Court Orders</b>						
Medical Alerts/Court Orders	1,156	1,081	914	1000	1000	1000
<b>HIV Testing (At Intake)</b>						
Total Number of HIV tests Conducted	11,352	12,949	13,991	15,000	15,000	15,000
Conducted at Intake	9,521	10,596	12,612	13,000	13,000	13,000
Conducted at Sick Call	117	214	1,202	1,000	1,000	1,000
Conducted upon release (other)	1,065	1,036	177	1,000	1,000	1,000
HIV Rapid Tests -- Refusals (declined)	1,969	4,087	1,226	1,000	1,000	1,000
HIV Rapid Tests -- Preliminary Positive Results	261	137	106	120	120	120
Number released prior to confirmatory testing	12	18	3	5	5	5
Number who refused confirmatory testing	5	3	6	5	5	5
Number previously known to DOC	83	19	29	35	35	35
Number known to patient but new to DOC	74	35	NR	35	35	35
Number of Confirmatory HIV Tests Conducted by Contractor	221	87	89	100	100	100
FMCS^ HIV Rapid Test -- False Positives	9	14	7	10	10	10
Number of Positive Confirmatory Tests New to Patient and DOC	90	59	60	60	60	60
Number released prior to receiving confirmatory results	32	23	10	10	10	10
Number of patients who received results	NR	36	45	50	50	50
<b>Infirmiry Unit</b>						
Total Inmate - Days at CTF Infirmiry	9,596	7,925	8,214	8000	8000	8000
Number of patients admitted to the Infirmiry	263	413	312	300	300	300
Number of patients Discharged to the Infirmiry	82	407	307	300	300	300
<b>911 Transfers</b>						
Total Number of Inmates Transported by 911	371	256	216	225	225	225
Number of Employees Transported by 911	2	3	7	5	5	5

<b>Utilization Data</b>						
	<b>Current</b>			<b>Projected</b>		
	<b>2007</b>	<b>2008</b>	<b>2009</b>	<b>2010</b>	<b>2011</b>	<b>2012</b>
<b>Pharmacy Services</b>						
Total number of prescriptions filled	243,445	306,711	329,822	250,000	250,000	250,000
Number of Prescriptions Not Filled Within 24 Hours	9,555	663	58	1,000	1,000	1,000
Number of medications prepared for release	2,365	4,693	11,867	5,000	5,000	5,000
Number of released with Medication	2,454	2,777	3,757	3,500	3,500	3,500
Number of patients transferred to Halfway House with a 7 day supply of medication	105	482	481	480	480	480
Number of patients transferred to FBOP with a 7 day supply of medication	347	1,902	2,005	2,000	2,000	2,000
<b>Radiology Services</b>						
Number of Chest X-rays	14,462	14,211	14,238	14,500	2,000	2,000
Other X-ray Exams	3,446	2,683	2,584	17,000	2,900	2,900
<b>Medical Grievances</b>						
Total Number of Medical Grievance By Category:	731	234	46	55	55	55
a. Staff Conduct	38	18	10	10	10	10
b. Medications	180	41	10	10	10	10
c. Psych (non-medication)	8	0	0	0	0	0
d. Dental	97	42	4	5	5	5
e. Access (timeliness)	234	73	10	10	10	10
f. Disagreement with Treatment	69	25	8	10	10	10
g. Other --Dietary	55	32	6	5	5	5
Average Number of Days to Respond to Medical Grievances (Upon Contractor's Receipt)	5	5.20	3.70	5	5	5

**C.5 REQUIREMENTS**

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 (HIPAA) of 1996.

**C.5.1 CONTRACTOR EXPERIENCE AND ACCREDITATION**

- C.5.1.1** The Contractor shall have previous have a minimum of 3 years of proven effectiveness in administering correctional health care programs, i.e. the Contractor is currently providing similar services or has provided similar services to a client comparable to the District within the three years. The Contractor shall provide a Principal Leadership staff, all of whom shall have had significant experience in administering or providing Comprehensive Health Care Services in corrections, specifically in a jail setting or correctional program, 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.5.1.2** The Contractor shall provide Comprehensive Health Care Services in accordance with the standards of the American Medical Association (AMA), (Applicable Document No. 1), American Correctional Association (ACA) Performance-Based Standards for Adult Local Detention Facilities, (Applicable Document No. 3), National Commission on Correctional Health Care (NCCHC) Standards for Health Services in Jails, (Applicable Document No. 4), the Health Resources and Services Administration (HRSA) of the United States Department of Health and Human Services (DHHS), (Applicable Document No. 6), and other relevant standards defined in the policy and procedures of DOC and/or required under District law, rule, regulation or policy.
- C.5.1.3** 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 Default clause in the Standard Contract Provisions for failure to maintain ACA and NCCHC health care accreditation.
- C.5.1.4** The Contractor shall have familiarity, experience, and competency in using an Electronic Medical Record (EMR) system.
- C.5.1.5** 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 independently of agency support, or at no additional cost to the District.

**C.5.2.1 INTAKE SCREENING**

- C.5.2.1.1** The Contractor shall conduct an intake screening of all Inmates upon arrival at CDF unless otherwise medically necessary, no later than within 24 hours of the inmates entry into the facility.
- C.5.2.1.2** 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. An Inmate who presents with a history of past or present illness/disease/diagnosis, shall result in a referral for a complete intake, to include a mental health assessment (if applicable), before being housed. All others shall receive their intake assessment within 10 days.
- C.5.2.1.3** The Contractor shall conduct a review of demographic information, triage data, documentation of any psychiatric and/or medical alerts. A medical, mental health, substance abuse, and oral screening shall be performed in accordance to DOC PS Medical Management 6000.1B, (Applicable Document No. 9).
- C.5.2.1.4** The contractor shall complete an intake form in its entirety on each inmate at each intake.
- C.5.2.1.5** The Contractor shall implant Mantoux TB skin test at intake 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.5.2.1.6** The Contractor shall perform a posterior-anterior chest x-ray using teleradiology to screen all male and female intakes that meet the following criteria: first timers; a history of or symptomatic of TB; a positive PPD test; immunocompromised, and other diseases as determined by a provider. Female intakes must show evidence of a negative pregnancy test. All x-rays shall be performed in accordance with the Centers for Disease Control (CDC) Guidelines for Control and Management for TB in Correctional Facilities.
- C.5.2.1.7** The Contractor shall perform urine test for Gonorrhea and Chlamydia on symptomatic inmates only. Serology for Syphilis shall be performed on all intakes, regardless of last test.
- C.5.2.1.8** The Contractor shall perform urine pregnancy test for all female inmates, all positive results of urine pregnancy testing shall be confirmed via serology and seen within five (5) days by OB/GYN.

- C.5.2.1.9** Automatic HIV Counseling, Testing, Referral and Discharge Planning (CTRD). The contractor shall conduct the testing via oral rapid testing. The Contractor shall confirm all positive oral rapid testing through serology, and provide all necessary follow-up care. Inmates with documented HIV results in the DOC EMR within the previous 90 days of intake do not require another test unless requested.
- C.5.2.1.10** The Contractor shall provide to all inmates an Initial Discharge Treatment Plan (IDTP) at intake screening to be completed before an inmate is housed, with the exception of those referred to the physician *or* mid-level practitioner for further follow-up where, upon completion of the History & Physical, the inmate shall receive their IDTP. The IDTP includes the diagnoses, medications follow-up, and a list of local D.C. clinics that inmates may visit in the event they are released within 24-hours of intake.
- C.5.2.1.11** 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 medical intervention.

## **C.5.2.2 INTAKE ASSESSMENT**

- C.5.2.2.1** The Contractor shall provide an intake assessment for all inmates based upon 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 10 days. The Contractor shall provide or arrange for the provision of the following health care intake services except as may otherwise be set forth herein.
- C.5.2.2.2** The Contractor shall complete review of intake screening form, demographic information, triage data and noting of any psychiatric and/or medical alerts. The Contractor shall perform a medical history, health assessment, including oral assessment, and a review of systems; and substance abuse history, which shall include administration of a brief assessment tool to evaluate a substance abuse need that may result in a referral for treatment.
- C.5.2.2.3** The Contractor shall complete gynecological exam for female Inmates not to exceed 30 days of intake, including a Papanicolaou smear, for Inmates who evidence specific problems, or a history suggestive of a need. Abnormal Papanicolaou smear results shall be followed-up in accordance with GYN clinical guidelines and presenting symptoms.

- C.5.2.2.4** The Contractor shall perform additional laboratory and other tests and exams as directed by the physician.
- C.5.2.2.5** The Contractor's 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.5.2.2.6** Inmates requiring urgent medical treatment shall be referred to urgent care for follow-up as medically indicated.
- C.5.2.2.7** The Contractor shall provide all Inmates with information describing the process and procedure for accessing internal and external health care.
- C.5.2.2.8** The Contractor shall administer the first dose of medications as prescribed by the physician before being housed.
- C.5.2.2.9** The Contractor shall provide the inmate with an IDTP, upon completion of the intake assessment, as described in section C.5.2.1.10 of this contract.
- C.5.2.2.10** The Contractor shall be referring all inmates identified as a chronic care patient to the Chronic Care Clinic (CCC). CCC appointments shall occur within 30 days of referral.

### **C.5.3 ON-SITE SERVICES**

#### **C.5.3.1 SICK CALL**

##### **C.5.3.1.1 TRIAGING OF SICK CALL COMPLAINTS**

The Contractor shall collect and triage all health complaints from Inmates daily, pending implementation of the telephonic system. All triage activities shall be under the direction of a registered nurse. Under the telephonic system, a nurse, not involved in conducting sick call, shall retrieve inmate complaints and triage. The Contractor shall provide nursing sick call services to all non-lock-down Inmates requesting assessment within Forty-Eight hours 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.5.3.1.2 NURSING SICK CALL**

**C.5.3.1.2.1** The Contractor shall provide a registered nurse to initially evaluate Inmates in accordance with the

Comprehensive Health Care Services for the DOC Contractor's sick call protocols and shall either treat the Inmate or make a referral to the physician or mid-level practitioner. The Contractor shall include its sick call protocols in its Operations Manual

**C.5.3.1.2.2** The Contractor shall provide sick call services for Inmates requesting routine or non-emergency medical care within Forty-Eight (48) hours in general population-housing units. The Contractor shall provide sick call services to all Inmates in lock-down 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.5.3.1.3 SICK CALL MEDICAL PROVIDER**

**C.5.3.1.3.1** The Contractor shall provide Inmates with Primary and acute care services conducted 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.5.3.1.3.2** The Contractor shall provide Sick Call services 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.5.3.1.3.3** The Contractor shall develop a treatment plan for all sick Inmates. The Contractor shall incorporate any outstanding treatment concerns into the discharge plan upon an inmates release into the community for follow-up and continuity of care as described in section C.5.8 of this contract.

### **C.5.3.2 INFIRMARY CARE**

**C.5.3.2.1** 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.5.3.2.2** The Contractor's physician, physician assistant or nurse practitioner shall be on duty 24 hours a day.

- C.5.3.2.3** The Contractor shall provide 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.5.3.2.4** The Contractor's nursing staff shall be on duty within sight or sound of Inmate-patients 24 hours a day.
- C.5.3.2.5** The Contractor shall maintain 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.5.3.2.6** The Contractor shall utilize the infirmary to the fullest capacity to reduce off-site hospitalization when medically feasible.

### **C.5.3.3 EMERGENCY AND URGENT CARE**

- C.5.3.3.1** 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 use of automated external defibrillator (AED), 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 DOC staff, non-medical contractors, and visitors, shall be the responsibility of the District.
- C.5.3.3.2** The Contractor shall contact Fire and Emergency Medical Services (FEMS), in according with DOC's Program Statement 6000.1F Medical Management, (Applicable Document No. 9), for emergency hospital transfers to transport inmates to outside hospital facilities for emergency services that cannot be adequately treated in the Urgent Care. The Contractor shall immediately notify the COTR or designee and the DOC's Medical Director by telephone and in writing.
- C.5.3.3.3** 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.5.3.3.4** The Contractor shall be financially responsible for all 911 ambulance costs for the Inmate population.
- C.5.3.3.5** The Contractor shall be financially responsible for all intra hospital ambulance transfers for the Inmate population.

**C.5.3.4 CHRONIC CARE CLINIC**

- C.5.3.4.1** The Contractor shall provide Inmates with chronic care services by a physician, physician assistant or nurse practitioner. Identification of inmates with a Chronic Care disorder shall occur at any point during incarceration, e.g. intake, sick call, urgent care. All inmates with evidence of a chronic illness receive an initial Chronic Care Clinic (CCC) visit within 30 days of referral.
- C.5.3.4.2** The Contractor shall provide Chronic Care Clinics Monday through Friday (excluding District holidays) for all housing units. Among the chronic care services are Infectious Disease, Diabetes, Asthma, Hypertension, Hepatitis, Seizure, and Tuberculosis.
- C.5.3.4.3** 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 an inmate's release into the community for follow-up and continuity of care.

**C.5.3.5 INFECTION CONTROL**

- C.5.3.5.1** 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 and NCCHC standards, OSHA regulations, and CDC guidelines.
- C.5.3.5.2** 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.5.3.5.3** The Contractor shall provide ongoing 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.5.3.5.4** The Contractor's staff shall have evidence of annual TB screening and initial hepatitis B vaccinations or declinations.
- C.5.3.5.5** The Contractor shall comply with all federal and local facility requirements.
- C.5.3.5.6** The Contractor shall provide all environmental-friendly, consumable medical cleaning supplies in accordance with Section H.15 and H.16. The District will provide Inmate labor supervised by the DOC for all cleaning in medical areas.

**C.5.3.6 DENTAL SERVICES**

**C.5.3.6.1** 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.5.3.6.1.1** Oral Screenings within 10 days of intake, unless completed within previous six months

**C.5.3.6.1.2** Dental Exam by Dentist within 12 months of intake supported by diagnostic x-rays, if necessary.

**C.5.3.6.1.3** Treatment of Dental Pain: Fillings, extractions of non-restorative teeth, gross debridement of symptomatic areas, and repair of partials and dentures of inmates with less than 12 months detention.

**C.5.3.6.1.4** Patient Education with nutritional/dietary counseling

**C.5.3.6.2** The Contractor shall provide monthly radiology testing for detection of dental staff exposure to radiation.

**C.5.3.7 RADIOLOGY**

**C.5.3.7.1** The Contractor shall be responsible for all X-ray services including maintenance and supplies.

**C.5.3.7.2** 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 Contractor shall ensure that all X-rays are read through teleradiology within twenty four (24) hours of the films being taken.

**C.5.3.8 LABORATORY**

**C.5.3.8.1** 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 via the DOC electronic medical record.

**C.5.3.8.2** The Contractor shall provide routine laboratory services to the DOC under a sub-contract relationship. The Contractor shall work with

### **C.5.3.9 NUTRITION SERVICES**

- C.5.3.9.1** 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.5.3.9.2** 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.5.3.9.3** The DOC licensed dietician and the contracted food services Contractor will provide oversight, internal controls, audit procedures overall accountability, and monitor the effectiveness and appropriateness of therapeutic diets at the DOC service sites.

### **C.5.3.10 ON-SITE SPECIALTY CLINICS**

- C.5.3.10.1** The Contractor shall provide parameters for access to each clinic identifying “urgent and routine” priorities, and the management and referral of medically necessary specialty services (i.e., specialty consultations/clinics, and all diagnostic services and procedures). The Contractor shall conduct on-site Specialty Services, or refer 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. The on-site Specialty Services that shall be provided under this contract are Cardiology, Ophthalmology, Dermatology, Gynecology, Orthopedics, Neurology, Podiatry, Infectious Disease, General Surgery, Physical Therapy/Occupational Therapy, and Dialysis. On-Site clinics shall be conducted at both the CDF and CTF, with the exception of Dialysis, Physical, and Occupational Therapies which are exclusive to the CTF.
- C.5.3.10.2** The Contractor shall provide or arrange for the provision of Specialty Services for Inmates referred by the examining practitioner.

**C.5.3.10.3** The Contractor shall use its reasonable efforts to provide such Specialty Services to “urgent” priorities within thirty (30) days of the referral by the examining practitioner. All “routine” priorities shall be scheduled for the next available appointment. The thirty-day threshold shall not relieve the Contractor of responsibility to appropriately manage and refer Inmates presenting with 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 and document the determination.

### **C.5.3.11 MENTAL HEALTH SERVICES**

**C.5.3.11.1** The Contractor shall provide mental health services to Inmates including, but not limited to:

- C.5.3.11.1.1** Mental health screening, assessments, lab, and diagnostic testing
- C.5.3.11.1.2** Control, dispensing, and administration of all psychotropic and mental health medication.
- C.5.3.11.1.3** Monitoring of medication to ensure Inmate compliance and evaluate effectiveness in alleviation of symptoms
- C.5.3.11.1.4** Suicide prevention intervention and treatment for psychiatric emergencies
- C.5.3.11.1.5** Treatment of Inmates with acute mental illness housed in specialized mental health unit/tier.
- C.5.3.11.1.6** Basic services for the general population as described in DOC policies, specifically Psychiatric Evaluation and Hospitalization; and Suicide Prevention and Intervention.
- C.5.3.11.1.7** 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.5.3.11.2 MENTAL HEALTH INTAKE SCREENING:**

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

Comprehensive Health Care Services for the DOC 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.5.3.1.13 MENTAL HEALTH INTAKE ASSESSMENT:**

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 health assessment shall include additional questioning and testing in order to determine a diagnosis and appropriate treatment.

#### **C.5.3.11.4 INPATIENT AND OUTPATIENT MENTAL HEALTH CARE**

**C.5.3.11.4.1** The Contractor shall provide all aspects of in-patient and out-patient on-site mental health care.

**C.5.3.11.4.2** The Contractor shall be responsible for staffing of the mental health specialized units and safe cells in the CDF and CTF. These special bed resources are provided for Inmates requiring a higher level of care for acute mental illnesses, and/or at high risk for suicide.

**C.5.3.11.4.3** The Contractor shall develop a program plan for mental health, including staffing deployment and on-call coverage. The mental health program plan shall include provisions for:

**C.5.3.11.4.3.1** Treatment and Staffing of Special Units and Beds:

- (1) Mental Health Unit at CDF, and female tier at CTF
- (2) Safe-Cells for Observation at CDF and CTF.

**C.5.3.11.4.3.2** Management, Arrangement and Coordination of Outside Admissions

- (1) Inmates requiring psychiatric hospitalization shall be transferred to the D.C. Department of Mental Health's

Comprehensive Health Care Services for the DOC  
St. Elizabeth Hospital. The Contractor shall coordinate the transfer with the DOC in accordance with DOC Program Statement "Psychiatric Evaluation".

**C.5.3.11.4.3.3** 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.5.3.11.4.3.1** Multidisciplinary approaches to promote integration between Mental Health and Medical treatment.

**C.5.4 OFF-SITE SERVICES**

**C.5.4.1 SPECIALTY SERVICES:**

**C.5.4.1.1** The Contractor shall conduct Specialty Services on-site, or refer 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.

**C.5.4.1.2** The Contractor shall arrange for the provision of off-site Specialty Services for Inmates referred by the examining practitioner.

**C.5.4.1.3** The Contractor shall complete a referral for 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

Comprehensive Health Care Services for the DOC 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 Inmate's treatment.

- C.5.4.1.4** The Contractor shall re-evaluate Inmates that are not seen in the off-site clinic within (30) days of referral to determine if there is still a need for the specialist in accordance with clinical indications and accepted medical practices and document the determination.
- C.5.4.1.5** The Contractor shall not be responsible for the cost of off-site Specialty Services provided to Federal Inmates housed at CDF and CTF. The Federal Government reimbursed for Federal Inmates directly to the providers.
- C.5.4.1.6** The District will bear the full cost of transporting any Inmate to an off-site location for Specialty services.

#### **C.5.4.2 HOSPITAL SERVICES**

- C.5.4.2.1** The Contractor shall provide a referral to hospital(s) with which the Contractor has subcontracted with 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 Inmates transferred for hospital services. The Contractor shall ensure that a Contractor's physician prior to transfer of an Inmate approves all referrals.
- C.5.4.2.2** The Contractor shall provide an on-site liaison and coordinator of care between the internal and external care providers at each subcontracted hospital. The liaison/coordinator shall provide a daily report of each Inmate's condition to the DOC's Health Services Administration.
- C.5.4.2.3** 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.5.4.2.4** The District will bear the full cost of transporting any Inmates to an off-site location for non-911 hospital services.
- C.5.4.2.5** The Contractor shall not be responsible for the cost of any hospital services provided to any Federal Inmates housed at CDF, and CTF. The Federal Government reimbursed for Federal Inmates directly to the providers.

- C.5.4.2.6** The Contractor shall provide a referral to hospital (s) which the District has contracted with 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 Inmates transferred for hospital services. The Contractor shall ensure that a physician prior to transfer of an Inmate approves all referrals.
- C.5.4.2.7** The Contractor shall provide an on-site liaison and coordinator of care between the internal and external care providers at each hospital.
- C.5.4.2.8** 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.5.4.2.9** The District will bear the full cost of transporting any Inmates to an off-site location for hospital services.
- C.5.4.2.10** The Contractor shall not be responsible for the cost of any hospital services provided to any Inmates housed at CDF, CTF, and HWH.

#### **C.5.4.3 HALFWAY HOUSES**

- C.5.4.3.1** The Contractor shall conduct medical clearance evaluation/re-evaluation for an Inmate prior to transfer to any of the locations listed below and incorporate into the discharge planning process as described in Section C.5.8:
- (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

**C.5.5 PHARMACY SERVICES**

- C.5.5.1** The Contractor shall either through itself or subcontracts provide pharmacy services as detailed below. All pharmaceuticals will be procured by the Department of Corrections
- C.5.5.2** 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.
- C.5.5.3** 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 three (3) day supply of medications upon transfer. All Inmates sent to the HWH shall receive a three (3) day supply of medications upon transfer. All HIV positive inmates shall receive a thirty (30) day supply of medication upon release to the community. All inmates released to the community after 10pm shall receive a (7) seven day supply of medications.
- C.5.5.4** The Contractor shall provide necessary accounting and reporting in order that the DOC will receive reimbursements to which it is entitled including but not limited to the Department of Health under the AIDS Drug Assistance Program (ADAP). The Contractor shall utilize a formulary approved by the DOC, dispensing of pharmaceuticals shall be in accordance with District of Columbia and Federal laws, and pharmacy regulatory boards. The Contractor shall purchase an automated pharmacy system for inventory control, distribution, and dispensing pharmaceuticals, which interfaces with the DOC EMR, in collaboration with the DOC.
- C.5.5.5** 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. The Contractor shall provide on-call coverage by a licensed pharmacist 24 hours/day, 7 days/week for emergency and stat needs.
- C.5.5.6** 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.5.5.7** The Contractor shall provide all relevant information 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.5.6 HIV COUNSELING, TESTING, REFERRAL, AND DISCHARGE PLANNING (CTRD)**

A vital program in the DOC is the Automatic HIV CTRD services. The goal is to assess the prevalence of HIV disease within the DOC; continue and improve upon the existing HIV prevention program that support reduction of HIV transmission and encourage individual, group and community level behavior change; increase the number of Inmates who know their status; formulate HIV policies and programs that address the needs of all sectors of the correctional community; maximize the utilization of human, technological and other resources necessary to prevent HIV transmission; and assure that quality HIV services are delivered in a timely and culturally appropriate manner. The responsibility of the contractor includes but is not limited to:

- C.5.6.1** The Contractor in collaboration with the DOC shall be responsible for the HIV CTRD testing supplies, health education supplies, and condoms.
- C.5.6.2** The Contractor shall be responsible for ensuring all staff performing oral rapid testing are qualified and trained to deliver the services and have signed confidentiality statements.
- C.5.6.3** The Contractor shall ensure all inmates at the time of intake, receive HIV Counseling and testing with the following exceptions: there is documentation of HIV testing in the EMR within 90 days of the last intake, the inmate refuses, documentation or self-report of HIV diagnosis, or inmate is a weekender tested at least once.
- C.5.6.4** The Contractor shall provide HIV CTRD at intake, sick call and upon the inmate's release.
- C.5.6.5** The Contractor shall use the oral rapid testing method. The Contractor shall provide pre and post test counseling to all inmates who receive oral rapid testing, and counseling to those who refuse testing.
- C.5.6.6** The Contractor shall ensure HIV positive inmates receive primary medical care and case management, and referred to HIV prevention and mental health services.
- C.5.6.7** The Contractor shall create an HIV education plan to ensure that infected persons know their status, are aware of the available medical services, case management, and other appropriate treatment programs within and outside of the DOC.
- C.5.6.8** The Contractor shall provide the inmate an appointment with a community health center convenient for the inmate at the time of his/her release.

- C.5.6.9** The Contractor shall assist with the following prior to the inmate's release: obtaining medications, assistance with housing referrals, referrals to substance abuse treatment and counseling programs, as appropriate.
- C.5.6.10** The Contractor shall be responsible for data collection, (see attachment) and surveillance reporting guidelines required by the Department of Health.
- C.5.6.11** The Contractor shall implement a quality assurance program, as required by DOH, based on quality Assurance Guidelines for Testing using rapid HIV Antibody Tests waived under the Clinical Laboratory Improvement Amendments of 1988 or most recent revision, (Applicable Document No. 8).
- C.5.6.12** The Contractor shall comply with the HIV CTRD program in accordance to the DOC Program Statement 6000.1E Medical Management.

### **C.5.7 SUBSTANCE ABUSE**

- C.5.7.1** 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.5.7.2** The Contractor shall coordinate its services with the DOC Residential Substance Abuse Treatment (RSAT) program using the COCHC model. The DOC COCHC model views substance abuse through the lens of chronic disease and as such promotes efforts to ensure that inmates receive timely and prompt access to medical and mental health education, treatment, and linkages that will support their successful re-entry into society. Services shall also be coordinate with 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.
- C.5.7.3** The Contractor shall comply with the Opioid Treatment Program in accordance to the DOC Program Statement 6000.1E Medical Management and NCCHC Accreditation Standard.

### **C.5.8 DISCHARGE**

#### **C.5.8.1 DISCHARGE PLANNING/CASE MANAGEMENT AND LINKAGES**

- C.5.8.1.1** The Contractor shall provide internal and external discharge planning/case management services to support and facilitate continuity of care for all Inmates diagnosed with a chronic disease, to include mental health. The contractor shall maintain and enhance the recognition of the DOC Discharge Planning process as the 2008 NCCHC program of the year award, and in accordance with the DOC COCHC model.
- C.5.8.1.2** The Contractor shall provide an IDTP for all inmates, as described in Section C.5.2.1.10. The contractor shall provide preliminary

Comprehensive Health Care Services for the DOC discharge treatment plan by a discharge planner for each inmate with a diagnosis of a chronic care disease.

- C.5.8.1.3** This 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 (10) ten days of intake. The discharge plan shall include an assessment of the need for internal linkages including but not limited to:
- C.5.8.1.3.1** Income Maintenance Administration (IMA) determines eligibility for benefits under various programs that include Temporary Cash Assistance for Needed Families, Medical Assistance, Supplemental Nutrition Assistance Program (SNAP), Emergency Rental Assistance, Interim Disability Assistance, and Refugee Cash Assistance programs. IMA and DOC have collaborated to provide an IMA worker on site as part of the discharge planning resources for inmates.
  - C.5.8.1.3.2** Mental Health/ Core Service Agencies (CSA). DC Government has a Community Services Agency that is the District government’s direct provider of mental health services and acts as a safety net for uninsured residents. DMH provides services to consumers in the community via a group of core service agencies. CSA’s are on-site in the jail to assist in continuity of care of inmates while incarcerated and to ensure that they have a mental health home to return to upon release.
  - C.5.8.1.3.3** DOC Case Manager is assigned to each inmate who follows him/her through incarceration. This case manager assist the inmate upon entry to the jail with orientation and access to services information and upon exit with a release packaged that includes such things as temporary identification care, Token and./or Metro care, appropriate clothing, and other items.
  - C.5.8.1.3.4** One Stop an extension of the Department of Employment Services, DOES, who collaborates with the DOC to provide services to inmates which consists of: assistance in filing for unemployment compensation insurance, job training, and career development.
  - C.5.8.1.3.5** RSAT and Methadone Program provides on-site detoxification program for inmates presenting with heroin withdrawal and maintenance program for

Comprehensive Health Care Services for the DOC pregnant females. In addition, DOC provides a residential substance abuse treatment program (RSAT) on site for selected inmates up to 90 days. Participants in the RSAT program generally receive bed-to-bed discharge plans to support continuity of care and avoid chances of relapse.

- C.5.8.1.3.6** Re-Entry is a DOC program that complements the general release program and supports the Agency's mission in stemming the tide of re-incarceration. Re-Entry is designed to prepare inmates for successful transition from incarceration to society by addressing these critical needs.
- C.5.8.1.3.7** Medical Services DOC and its medical contractor are charged with the provision of comprehensive medical services for inmates housed in the CDF and CTF facilities. These services help determine the discharge planning needs of the patient upon release to the community.
- C.5.8.1.3.8** The Contractor shall ensure that documentation of assessment, interface, linkage, and referral exits in each area relevant to Inmates, upon Intake and at release.
- C.5.8.1.4** The Contractor shall provide an interim and/or final discharge planning/case management visit to all inmates diagnosed with a chronic disease, to include mental health, prior to release, to include courthouse releases, which provides an update on the Inmates status, actions taken, or final discharge plan upon release, if applicable.
- C.5.8.1.5** The Contractor shall reflect a status update of identified internal linkages in the preliminary plan, or actions taken, if interim visit.
- C.5.8.1.6** 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: medical, medications, mental health and CSA.
- C.5.8.1.7** The relationships as described in Section C.5.8.1.1 may be supported through sub-contracts with the Contractor, through volunteer community program acceptance, and through government provided community services.
- C.5.8.1.8** The Contractor shall provide documentation of post release community provider (connections/referrals/linkages) made, which include at a minimum, but are not limited to: Appointment type,

Comprehensive Health Care Services for the DOC location, date, time, provider name and contact information on a monthly basis. In addition, reports shall include information on actual appointments kept post-release whenever possible

### **C.5.8.2 MEDICAID/MEDICARE**

**C.5.8.2.1** 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.5.8.2.2** 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.5.9 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. Development and implementation of such procedures shall take place 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.5.10 SAFETY AND SECURITY**

**C.5.10.1** 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.5.10.2** 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 an employee's denial of access into the CDF and CTF.

## **C.5.11 STAFFING PLAN**

### **C.5.11.1 MEDICAL PERSONNEL, TRAINING AND STAFFING PLAN**

- C.5.11.1.1** The Contractor shall propose and maintain the minimum staffing complement necessary to ensure provision of comprehensive services under this contact on a 24/7 (twenty-four-seven) 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.5.11.1.2** The Contractor shall prepare 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.5.11.1.3** 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. All Contractor staff shall be required to comply with DOC's timekeeping system.
- C.5.11.1.4** 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 Contracting Officer.

- C.5.11.1.5** 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.5.11.1.6** 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.5.11.1.7** 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 shall attend DOC's forty-(40) hours of initial pre-service training after having been cleared through a background check and drug testing, and forty (40) hours of continuing education training annually thereafter. Direct patient care personnel shall maintain current Cardiopulmonary Resuscitation (CPR) certification. The Contractor shall submit documentation of the following: 1) current CPR certification, 2) current Tuberculosis and Hepatitis-B screening, 3) current licensing and/or certification prior to attending DOC's forty-(40) hour's initial pre-service, and annual in-service training. The Contractor's employees shall be subject to random drug testing conducted by DOC. Any expense required for off-site training shall be the responsibility of the Contractor. The following shall be at the expense of the District: pre-service/in-service training, (initial) drug testing, and background check. The Contractor shall reimburse DOC for the cost of the mandatory annual in-service training, and random drug testing of its employees.
- C.5.11.1.8** The COTR reserves the right of approval for all Contractors' hiring. Under the Authority of the DOC, in order to maintain safety, security, and order, the District reserves the right to remove any personnel from DOC facilities and will advise in writing, the Contractor and the Contracting Officer.
- C.5.11.1.9** 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,

Comprehensive Health Care Services for the DOC  
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.5.11.1.10** The Contractor shall be responsible for credentialing and certification of its staff. The Contractor shall maintain and certify valid and current licenses and certifications as required for all health care providers and make available to the COTR.
- C.5.11.1.11** Medical Professional Staff: The Contractor shall utilize all applicable District regulations, the standards of ACA and NCCHC for Medical Professional Staff appointments. The credentials of all Medical Professional Staff appointed at the DOC shall be validated and certified by the Contractor, through either a primary or secondary source and submitted to the COTR prior to pre-service training. The Contractor shall reconfirm and recertify 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. Proof of credentialing and certification shall be made available to the COTR.
- C.5.11.1.12** 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 and certify to the COTR the validity of licenses or certifications of non-medical professional staff at least annually and make available to the COTR upon request.
- C.5.11.1.13** The Contractor shall assure the fulfillment of any and all Medical Staff privilege requirements at participating hospital(s).
- C.5.11.1.14** 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.5.11.1.15** The Contractor shall warrant that all persons assigned by it 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

Comprehensive Health Care Services for the DOC 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. The Contractor and all of its employees/subcontractors must be at least twenty-one (21) years of age to be eligible to provide services in all DOC facilities.

- C.5.11.1.16** The DOC has the absolute right to require the immediate removal of any of Contractor's employees from the facilities.
- C.5.11.1.17** The COTR shall give written notice to Contractor and Contracting Officer of any removal from a DOC facility. 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.5.11.1.18** 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.5.11.1.19** 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.5.11.2 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

- C.5.11.2.1** The key personnel specified in the contract 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 Contracting Officer at least thirty 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 Contracting Officer for any proposed substitution of key personnel.
- C.5.11.2.2** The Contractor's staff listed in Section C.5.11.3 is considered being essential to the work being performed hereunder. The Contractor shall notify the COTR, as identified in Section G.9.2, 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

Comprehensive Health Care Services for the DOC 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.

**C.5.11.2.3** No payment will be made to the Contractor for the services of any personnel removed by the DOC. No personnel so removed may be returned to duty without the prior written approval of the Contracting Officer.

**C.5.11.3 KEY PERSONNEL:**

- (1) Medical Director
- (2) Mental Health Director
- (3) Health Services Administrator
- (4) Director of Nursing
- (5) Computer Analyst/Medical
- (6) Pharmacy Director
- (7) Intake Coordinator
- (8) Infection Control Coordinator
- (9) Utilization Management Nurse
- (10) Health Statistician

**C.5.11.3.1** 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.

**C.5.11.4 REFERENCE MATERIALS**

**C.5.11.4.1** The Contractor shall establish within and maintain throughout the term of the contract a well developed medical reference library on-site and access to online resources 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.5.12 CLINICAL/ADMINISTRATIVE SUPPLIES AND MEDICAL EQUIPMENT**

**C.5.12.1** The Contractor shall provide all materials and supplies necessary to carry out the delivery of services under the contract.

- C.5.12.2** 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.5.12.3** 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.5.12.4** The Contractor shall provide monthly inventory of government-furnished medical, dental, and mental health equipment, and maintenance, repair or replacement, including maintaining service contracts.
- C.5.12.5** 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 removed from the facility for disposal shall be inventoried by security and handled by DOC warehouse property manager at CDF.
- C.5.12.6** 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 this contract.
- C.5.12.7** 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.5.13 INFORMATION TECHNOLOGY**

### **C.5.13.1 MEDICAL ANALYTICS AND TECHNOLOGY SUPPORT (MATS) DISTRICT**

**C.5.13.1.1** 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 HIPAA requirements. In providing technology support to the Contactor, DOC will:

- a. Install computer workstations purchased by the Contractor based on DOC specifications. Workstations will have

Comprehensive Health Care Services for the DOC appropriate warranties (typically 3 or 4 years) and service level agreements.

- b. Replace computer workstations at the end of useful life cycles (typically 4 or 5 years).
- 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 to test 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. Provide Contractor a controlled access to JACCS and other essential DOC systems.
- m. Prepare specifications for all new or replacement hardware and software technologies.
- n. Administer password access to the medical information system, specialized health databases, and relevant DOC systems.
- o. Specify metrics for measuring the efficiency and quality of Contractor provided Comprehensive Health Care Services.

### **C.5.13.2 MEDICAL ANALYTICS AND TECHNOLOGY SUPPORT (MATS) CONTRACTOR**

**C.5.13.2.1** The Contractor's obligations: The Contractor shall deliver comprehensive health care services at the CDF and the CTF. In providing analytical and technology support to the DOC, the Contractor's obligations includes but is not limited to the following:

- a) Provide the COTR with qualitative and quantitative analysis of monthly utilization by service including pharmaceuticals by type of pharmaceutical, amounts prescribed, and prescribers, pharmaceutical inventories, cost trends by service including pharmaceutical costs by type of pharmaceutical amounts prescribed, and prescribers, costs by service and treatment category, productivity (number of inmates treated by health services provider category per day (Physician, Dentist, Psychiatrist, Specialist etc.)), Inmate health profiles and/or treatment outcomes for at least the following categories: health profiles of intakes; health profiles of releases (grouped by DOC specified length of stay categories) including treatment outcome summary of inmates who were in-custody 6 months or longer; and, health profiles and treatment outcomes of inmates in-

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custody for up to 6 months, in-custody for 6 months to one year,  
and in-custody for longer than one year.
- b) Prepare forecasts of costs and caseloads by morbidity group.
  - c) Prepare chart of accounts set up by service and treatment category, which shall conform, to Generally Accepted Accounting Principles (GAAP), all state, and local government requirements and auditing and financial requirements under Comprehensive Annual Financial Report (CAFR).
  - d) Provide monthly, quarterly, and annual qualitative and quantitative assessment of EMR data quality, integrity, and compliance.
  - e) Report costs against the abovementioned categories on a monthly, quarterly and annual basis in writing to the COTR.
  - f) Prepare annual budget estimates for new and ongoing MATS initiatives.
  - g) Provide the COTR monthly reports for administrative reporting, clinical evaluation, and the monitoring of Comprehensive Health Care Services.
  - h) Purchase, install and maintain DOC timekeeping system.
  - i) If contractually specified reporting requirements are not substantially met as specified by the close of the second base year of the contract, option years may not be exercised.

### **C.5.13.3 TELEMEDICINE**

**C.5.13.3.1** The Contractor shall utilize telemedicine in the DOC facilities. The Contractor shall enter into an agreement with a JCAHO accredited facility that provides telemedicine services as part of access to care for inmates. The Contractor shall ensure that the clinical application includes initial patient evaluations, diagnosis (telediagnosis), and consultation (teleconsultation).

**C.5.13.3.2** The Contractor may make recommendations for changes in the medical requirements for the existing configuration of telemedicine system. DOC will approve of all technology purchases (hardware and applications). DOC will provide the following list of equipment for the initial telemedicine system:

<b>No</b>	<b>QTY</b>	<b>Item Part #</b>	<b>Description</b>
1	1	115590	TANDBERG Edge 95 MXP with TANDBERG Precision HD camera(maintenance Contract Required)
2	1	115590V31D	TANDBERG Edge 95 Domestic Customer Core Service
3	1	115590V07D	TANDBERG Edge 95 domestic On-site Installation & Training
4	1	115594NPP	TANDBERG Edge 95 MXP natural Presenter Package (NPP) Software
5	1	114265	VGA to DVI-incl 3.5mm stereo jack 2x photo cab,5m
6	1	GMDi8500PCD210	GlobalMedia Primary Specialty Care Cart

No	QTY	Item Part #	Description
7	1	GMD6000	Total ENT telemedicine camera/illumination system Includes: Combination Oto/Derm Scope Head, Insufflation bulb, Camera Head, Fiber Optic Cable
8	1	GMD5060	12 Lead EKG/ECG System, Interpretive software, USB connection, 500 tab electrodes.
9	1	GMDi85000SCD10FTS1	Expedite Service on GlobalMedia Mobile video Cart (codec not covered) Covers NED replacement on all cart items except 18500 cart chassis, work surface
10	1	GMD6000FTS1	Expedite service on TotalENT tm telemedicine camera/illumination system
11	1	GMD5060FTS1	Expedite service on 12 lead EKG/ECG
12	1	GMD5021	CareTone™ Ultra stethoscope, send unit
13	1	GMD5022	Caretone Receive Units by GlobalMedia
14	1	GMD5021PFTS1	Expedite Service on CareTone tm Ultra, IP Solution, send unit
15	1	GMD50211PFS1	Expedite Service on Care Tone tm Ultra, IP send unit
16	1	OCTO Service	Data Communications to the Jail
17	2	AMD-9943	Video Phone - IP

- C.5.13.3.3** The Contractor shall provide an action plan and milestones for any recommended changes to the telemedicine program including but not limited to; types of resources required to complete action, detailed funding sources for implementation, and an agreement of expectations with the responsible parties/individuals.
- C.5.13.3.4** The DOC and the telemedicine provider will define system performance requirements.
- C.5.13.3.5** The DOC will define communication requirements to provide satisfactory telemedicine system performance at the lowest available cost.
- C.5.13.3.6** The DOC will prepare telemedicine acquisition documents and facility modification documents.
- C.5.13.3.7** The DOC and the Contractor, upon installation of all equipment shall fully test, integrate, and evaluate equipment to ensure proper performance before the system is accepted.
- C.5.13.3.8** The Contractor shall ensure that staff performing operation of the telemedicine system receives thorough training before using the system, to include the equipment and continuous education.
- C.5.13.3.9** The Contractor shall provide the COTR with the names and credentials and proof that staff operating the telemedicine system receive the appropriate training. The Contractor shall also provide the COTR proof that the staff receives training in the advances of

Comprehensive Health Care Services for the DOC telecommunications technology and external issues influencing its use.

- C.5.13.3.10** The implementation of telemedicine will be a provision of health care services, as well as to reduce avoidable off-site clinic appointments.
- C.5.13.3.11** The COTR must provide written approval to proceed before the Contractor implements any aspect of the telemedicine system.
- C.5.13.3.12** The Contractor shall comply with applicable NCCHC and ACA guidelines for Telemedicine technology in corrections.

#### **C.5.13.4 ACCESS CONTROL**

- C.5.13.4.1** The Contractor shall ensure that DOC technical staff have access to all areas of the CDF and CTF Medical Units.
- C.5.13.4.2** 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.5.13.5 MEDICAL MANAGEMENT INFORMATION SYSTEM (MMIS)**

##### **C.5.13.5.1 Information Technology Management**

- C.5.13.5.1.1** 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. DOC must approve all technology purchases (hardware and applications).
- C.5.13.5.1.2** The Contractor shall ensure that the DOC and its network personnel have access to all areas in the Medical Unit.
- C.5.13.5.1.3** The Contractor shall ensure that appropriate software licenses and hardware maintenance contracts are maintained with the DOC listed as the owner.

**C.5.13.5.2 MMIS Development:**

**C.5.13.5.2.1** The Contractor shall complete the development of the Medical Management Information System (MMIS) at the CDF, in accordance with the objectives listed below in a phased manner showing tangible quarterly progress by the end of the second base year. Exercise of options may be contingent upon satisfying this requirement. Program objectives for development should include, but not be limited to:

**C.5.13.5.2.1.1** Real-time secure wireless data collection and patient records access during all phases of clinical observation and treatment.

**C.5.13.5.2.1.2** Fully automated medical record to integrate all relevant patient information in accordance with applicable medical and legal standards.

**C.5.13.5.2.1.3** Development of enhanced report and forms capabilities to provide data for administrative reporting and the clinical evaluation and monitoring of Comprehensive Health Care Services, which require approval by the COTR.

**C.5.13.5.2.1.4** Development of interface between the MMIS, JACCS/OMS and pharmacy system.

**C.5.13.5.2.1.5**  
Compliance with DOC Information Management System standards and policies.

**C.5.13.5.3 MMIS Technical Staffing**

The Contractor shall employ two (2) IT specialists having clinical expertise. The MMIS Technical staff duties shall include the following:

- (1) Application documentation

- (2) Testing and acceptance procedures for new implementations
- (3) Training of medical staff in the use of software applications as well as developing training plans
- (4) Continued support for enhancements of clinical input screens, both current and new, to include the design and redesign.
- (5) Data assurance and data integrity
- (6) Local database design and implementation to augment information requirements beyond current application capabilities
- (7) Database report
- (8) Contractually required monthly, quarterly and annual reporting
- (9) Special studies as required.
- (10) Help desk software application response and support
- (11) HIPAA administrative requirements as well as overall HIPAA requirements
- (12) Assist with and develop system policy and procedures.

#### **C.5.13.5.4 Equipment**

Any MMIS hardware/equipment and software/applications utilized by the Contractor for the contract shall interface with existing DOC Management Information System (MIS).

#### **C.5.13.5.5 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.5.14 REPORTING**

**C.5.14.1** 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, and other documents to be determined by DOC.

**C.5.14.2** 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.5.14.3** 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.17, HIPAA.

- C.5.14.4** The Contractor shall include the procedure regarding the methodology, recording, and quality assurance for 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.5.14.5** The Contractor shall provide Metrics (statistical) Reporting, monthly, quarterly, and annually regarding performance measures defined in attachment J.22. 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 sub-setting 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.5.14.6** The Contractor shall provide metric reports as part of the Medical Analytics and Technology Reports (MATS) system on Comprehensive Health Care Services Performance Measures as determined by DOC, (see attachment J.22).
- C.5.14.7** 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.5.14.8** 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 15<sup>th</sup> 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.5.14.9** The Contractor shall provide reports, as required, by ACA (Applicable Document 2) 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.5.14.10** 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.5.14.11** 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.5.14.12** The Contractor shall provide monthly reports for 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.5.14.13** The Contractor shall perform monthly and quarterly quality performance and improvement reviews/audits utilizing the Performance Metrics and Measurement Tools developed by DOC (see attachment J.22).
- C.5.14.14** The Contractor shall deliver comprehensive health care services at the CDF and the CTF. In providing analytical and technology supports to the DOC, the Contractor's obligations includes but are not limited to the following:
- a) Conduct statistical studies of cost trends, productivity, Inmate health profiles, and treatment outcomes.
  - b) Prepare forecasts of costs and caseloads by morbidity group.
  - c) Prepare chart of accounts set up by service and treatment category, which shall conform, to Generally Accepted Accounting Principles (GAAP), all state, and local government requirements and auditing and financial

requirements under Comprehensive Annual Financial Report (CAFR).

Conduct studies of data quality and integrity.

- d) Prepare annual budget estimates for new and ongoing MATS initiatives.
- e) Develop and/or activate reports for administrative reporting, clinical evaluation, and the monitoring of Comprehensive Health Care Services.
- f) Purchase, install and maintain DOC approved timekeeping system.

### **C.5.15 PEER REVIEW**

The Contractor shall provide a practitioner peer review program consisting of at least four (4) hours of on-site practitioner time every three (3) months to conduct chart reviews of a valid sample of 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.5.16 UTILIZATION MANAGEMENT**

**C.5.16.1** 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 designate a liaison nurse to oversee, track, and document inpatient/outpatient activity within the community-oriented health care network.

**C.5.16.2** The Contractor shall submit a weekly 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.5.16.3** The Contractor shall perform a quarterly independently subcontracted utilization management program consistent with professionally recognized standards and guidelines governing utilization management analysis.

**C.5.16.4** The Contractor and DOC shall meet at least once every other month 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 every other month 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.

**SECTION D: PACKAGING AND MARKING**

**D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION E: INSPECTION AND ACCEPTANCE**

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

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of three (3) years from date of award specified on the cover page of this contract.

**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 two (2) one-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 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 Section B of the contract.

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

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the COTR identified in section G.9 in accordance with the following:

<b>Line No.</b>	<b>Section No.</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
<b>1</b>	<b>C.5.11.1.2</b>	A written job description for each member of the health care staff, which clearly delineates their assigned responsibilities	One per year	Soft and hard Copy	Within 30 days from award date/ Contract anniversary
<b>2</b>	<b>C.5.11.1.2</b>	Staffing plan	One per year	Soft and hard Copy	Within 30 days from award date/ Contract anniversary

<b>Line No.</b>	<b>Section No.</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
3	C.5.11.1.3	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	One per year	Soft and hard Copy	Within 30 days from award date/ Contract anniversary
4	C.5.11.1.7	Documentation for CPR certification, Tuberculosis and Hepatitis-B screening, licensing and/or certification	One per employee	Soft and hard Copy	Prior to pre-service training
5	C.5.11.1.11	The credentials of all Medical Professional Staff appointed at the DOC	One per employee	Soft and hard Copy	Prior to pre-service training
6	C.5.11.1.11	Proof of credentialing and certification	One per employee	Soft and hard Copy	Prior to pre-service training
7	C.5.11.1.12	Validity of licenses or certifications of non-medical professional staff	One per employee	Soft and hard Copy	Prior to pre-service training
8	C.5.11.1.14	Personnel files on all contract employees	Number requested	Soft and hard Copy	Upon request
9	C.5.11.1.17	Verbally notify any impending administrator or medical director vacancy	One per incident	Telephone/e-mail	Next calendar day
10	C.5.11.1.18	Written notify any impending administrator or medical director vacancy	One per incident	Soft and hard Copy	Within five (5) calendar days of the verbal notification
11	C.5.11.2.2	Scheduled removal of any key personnel	One per incident	Soft and hard Copy	Thirty (30) days in advance of the removals
12	C.5.11.2.2	Unscheduled removal of any key personnel	One per incident	Soft and hard Copy	Within 24 hours for removals
13	C.5.13.2.1.a	Qualitative and quantitative analysis of monthly utilization	12 per year	Soft and hard Copy	10 <sup>th</sup> of each month
14	C.5.13.2.1.e	Cost	12 per year	Soft and hard Copy	10 <sup>th</sup> of each month
15	C.5.13.2.1.g	Administrative reporting for clinical evaluation and monitoring of Comprehensive Health care Services	12 per year	Soft and hard Copy	10 <sup>th</sup> of each month

<b>Line No.</b>	<b>Section No.</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
16	C.5.13.2.9	Credentials and proof that staff operating the telemedicine system receive the appropriate training.	One per employee	Soft and hard Copy	Prior to the use of telemedicine system
17	C.5.14.4	Documentation of a continuous data quality improvement program, and monthly reports detailing analysis of data errors, frequency and source thereof, and error remediation actions.	12 per year	Soft and hard Copy	10 <sup>th</sup> of each month
18	C.5.14.5	Provide Metrics (statistical) Reporting periodically monthly regarding performance measures	12 per year	Soft and hard Copy	10 <sup>th</sup> of each month
19	C.5.14.5	Provide Metrics (statistical) Reporting periodically quarterly regarding performance measures	One per quarter	Soft and hard Copy	Quarterly
20	C.5.14.5	Provide Metrics (statistical) Reporting periodically annually regarding performance measures	One per year	Soft and hard Copy	Annually
21	C.5.14.5	Report monthly performance data include monthly and YTD performance, and monthly and YTD trends.	12 per year	Soft and hard Copy	10 <sup>th</sup> of each month
22	C.5.14.5	Substantive root cause analysis and corrective action plan	One per incident	Soft and hard Copy	Within one week when performance falls 10% outside the range of target
23	C.5.14.8	Research, analysis, program development and ACA and NCCHC standards. 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.	12 per year	In a form prescribed by the DOC	15 <sup>th</sup> of each month

Line No.	Section No.	Deliverable	Quantity	Format/Method of Delivery	Due Date
24	C.5.14.8	Research, analysis, program development and ACA and NCCHC standards. 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.	One per incident	in a form prescribed by the DOC	As requested
25	C.5.14.9	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.	One per incident	Soft and hard Copy	As requested
26	C.5.14.12	Lab reports to include but not limited to; Hepatitis B & C, AFB Smears, Elisa and Western Blot, MRSA, Gonorrhea, Chlamydia and VDRL	One per year	Soft and hard Copy	Within 30 days from award date/ Contract anniversary
27	C.5.14.13	Quality performance and improvement reviews/audits utilizing the Performance Metrics and Measurement Tools	12 per year	Soft and hard Copy	Monthly
28	C.5.14.13	Quality performance and improvement reviews/audits utilizing the Performance Metrics and Measurement Tools	One per Quarter	Soft and hard Copy	Quarterly

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 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 shall not be paid pursuant to section G.3.2.

**SECTION G: CONTRACT ADMINISTRATION****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.

**G.1.2** The District will pay the Contractor on or before the 30<sup>th</sup> 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 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  
300 Indiana Avenue, NW, Room 4106  
Washington, DC 20001  
Attention: Accounts Payable  
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 (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 agency 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**

Payment will be made monthly, based on the daily official count of inmates for both facilities CDF and CTF, in accordance with the requirements described in C.5 at the fixed unit price stated in Section B.3. For example, if the total inmate population for a given day is 3,030, the payment for this day would be 3,030 x the unit price for CLIN 0001AG, would equal the total payment for the day. If the total inmate population for another given day is 2,560, the payment for the day would be 2,560 x the unit price for CLIN 0001AB, would equal the total payment for the day.

Monthly payment will be the sum of the daily payment (30 days, 31 days, 28 days (or 29 days for leap year)).

The District will pay the amount due to the Contractor upon completion and acceptance of each item in accordance with the unit prices stated in Section B .3. and upon presentation of a properly executed invoice.

### **G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

### **G.6.2 Payments to Subcontractors**

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

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

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

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

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

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

### **G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. 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 contact information for the Contracting Officer is:

Kenneth D. Hayslette, CPPO,C.P.M.,CPCM,  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
Telephone: (202) 724-4389  
Fax: (202) 727-0245  
[Kennet.Hayslette@dc.gov](mailto:Kennet.Hayslette@dc.gov)

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The CO 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 CO.

**G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, 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 CO as to the Contractor's compliance or noncompliance with the contract. The COTR has

the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
  - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
  - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
  - G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the COTR is:

Henry R. Lesansky  
Health Services Administrator  
Department of Corrections  
1923 Vermont Avenue, NW  
Room No. N-121  
Washington, DC 20001  
Phone: (202) 671-2066  
Fax: (202) 673-2311  
Email: [Henry.Lesansky@dc.gov](mailto:Henry.Lesansky@dc.gov)

- G.9.3** The COTR shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**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 Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

**H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS**

The Contractor shall be bound by the Wage Determination No. 2005-2103, Revision No.: 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**H.3 PUBLICITY**

The Contractor shall at all times obtain the prior written approval from the CO 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, 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 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.4) in which the Contractor shall agree that:

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

**H.5.3** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

**H.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 CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO 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 CO may waive the provisions of section H.5.4 if the CO 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 CO 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 CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO 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 CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO 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 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

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

During the performance of this 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 WAY TO WORK AMENDMENT ACT OF 2006**

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** 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](http://www.ocp.dc.gov).
- H.8.3** 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.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** 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.8.7** 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.8.8** 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.8.9** 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.9 SUBCONTRACTING REQUIREMENTS**

### **H.9.1 Mandatory Subcontracting Requirements**

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, 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.

**H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

### **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is

required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** 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;
- H.9.2.5** 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;
- H.9.2.6** 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;
- H.9.2.7** 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;
- H.9.2.8** 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
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its

compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

#### **H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan**

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10 DISTRICT RESPONSIBILITIES**

The Government of the District of Columbia, through the Department of Corrections or the COTR, will provide the following:

**H.10.1** Security control and limitation of inmate movement into, from and within the health service area, including physical security of employees, suppliers and other authorized visitors.

### **H.10.2 SPACE, EQUIPMENT, SUPPLIES**

The District will provide the space, equipment and furniture currently in place. The equipment inventory list to be provided to the Contractor for validation as stated in C.5.12.3. The District will provide trash collection (except biohazardous waste), building maintenance and building access for telephone services (except the cost of telephone services). Notwithstanding the requirements of Section C.5.5, the District will provide all current pharmaceuticals, clinical supplies, and standardized DOC forms to Contractor at the commencement of the contract period. The District will provide the medical reporting software, and the Association of State Correctional Administrator's reporting guidelines. Conversely, all medical and administrative equipment, pharmaceutical and clinical supply inventories at the end of the contract period will become the property of the DOC.

### **H.10.3 INFORMATION TECHNOLOGY MANAGEMENT**

The District will provide network management, database administration, help desk, level 3 technical supports and liaison with technology vendors. The District will share responsibility as described in C.5.13.5 for maintaining system documentation, application documentation and procedures, including the conducting of test and acceptance procedures for any new implementations. System procedures will 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.

### **H.10.4 TRANSPORTATION**

The District will provide all non-emergency, scheduled medical transportation and security escort services for health services delivery functions, in accordance with prevailing DOC program statements and medical escorts. For all emergency medical transportation, please see Section C.5.3.3.

### **H.10.5 CLEANING**

The District will provide support for cleaning, which includes the use of inmate labor and equipment.

### **H.10.6 PEST CONTROL**

The District provides environmental services for pest control.

**H.10.8** 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 HIPAA 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 to test 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 emergency IT support.
- l. Provide Contractor a controlled access to JACCS and other essential DOC systems.
- m. Prepare specifications for all new or replacement hardware and software technologies.
- n. Administer password access to the medical information system, specialized health databases, and relevant DOC systems.
- o. Develop metrics for measuring the efficiency and quality of Contractor provided Comprehensive Health Care Services.

## **H.11 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

**H.11.1** The key personnel specified in the contract 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 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.11.2** The Contractor's staff listed in Section H.11.4 is considered to be essential to the work being performed hereunder. 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.11.3** 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.11.4 Key Personnel:**

1. Medical Director
2. Mental Health Director
3. Health Services Administrator
4. Director of Nursing
5. Computer Analyst/Medical
6. Pharmacy Director
7. Intake Coordinator
8. Infection Control Coordinator
9. Utilization Management Nurse
10. Health Statistician

**H.12 ADVISORY AND ASSISTANCE SERVICES**

This contract is a “non-personal services contract”. 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.13 PURCHASES OF IT HARDWARE AND EQUIPMENT**

The Contractor shall provide only the most current models, components and accessories in new, fully operational, factory sealed condition, with all applicable licenses. The Contractor warrants and represents that the equipment is eligible for the manufacturer's normal and extended warranty and support within the United States to Authorized Users. Previously owned, damaged, refurbished, remanufactured, counterfeit, "gray market" or substitute third party items will not be accepted. The offeror shall provide evidence of its authorized reseller agreement or certification with its proposal.

**H.14 HIPAA PRIVACY COMPLIANCE**

The Department of Correction (DOC) is a “Covered Entity” as that term is defined in the Privacy Rule and [*insert business associate name*], as a recipient of Protected Health Information from DOC, is a “Business Associate” as that term is defined in the Privacy Rule.

1. Definitions

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that 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
  - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of

Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual; or
  - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official*. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer*. The person designated by the Privacy Official or one of the District of Columbia’s designated health care components, which is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency’s Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency’s privacy officer will follow the guidance of the District’s Privacy Official, and shall be responsive to and report to the District’s Privacy Official.
- n. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- o. *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
  - i. Transmitted by electronic media;
  - ii. Maintained in electronic media; or
  - iii. Transmitted or maintained in any other form or medium;
  - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
  - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

## 2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.

- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** *[delete bolded material and insert negotiated terms if applicable]* as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *[Insert Applicable Agency Access Policy]*, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *[Insert Applicable Agency Amendment Policy]*, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Identity And Procedure Verification Policy]*, attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Logging Disclosures for Accounting Policy]* attached hereto as Exhibit D and incorporated by reference.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert agency appropriate terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Disclosure Accounting Policy]* attached hereto as Exhibit E and incorporated by reference.

- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert negotiated terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
  - l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
  - m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
3. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
  - b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

#### 4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
  - i. Name of the Business Associate of the Covered Entity;
  - ii. Title of the Report/File;
  - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
  - iv. Description of the basic content of the Report/File;
  - v. Format of the Report/File (Electronic or Paper);
  - vi. Physical location of Report/File;
  - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
  - viii. Supporting documents if the recipient/personal representative has access to the Report/File.

#### 5. Sanctions

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

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

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

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

## 9. Term and Termination

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

appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
  - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
  - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
  - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
  - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and conditions if applicable*] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
  - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

## 10. Miscellaneous

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

- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the

Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.

- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business

days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

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Attention:

Attention:

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Fax: \_\_\_\_\_

Fax: \_\_\_\_\_  
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- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and

written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

## **H.15 LIQUIDATED DAMAGES**

### **H.15.1 NON-PERFORMANCE CONSEQUENCES**

For failure to meet the performance standards listed in Section C.5, the Contractor shall be subject to a corrective action plan or liquidated damages as outlined below, unless the failure to perform arises out of causes beyond the control and without the fault of the contractor as set forth in the Default provision, Section 8 of the Standard Contract Provisions (Attachment J.1).

#### **H.15.2 Liquidated Damages**

In instances where the Contractor has failed to meet the performance standards listed below which have liquidated damages assigned, the liquidated damages will be imposed against the Contractor's monthly invoices.

#### **H.15.3 Corrective Action Plans**

In instances where the Contractor's failure to meet the performance standard(s) listed below are not retrospectively subject to corrective action, the liquidated damages specified will be imposed and the Contractor will be notified of the adjustment on the appropriate invoice. In instances where the failure to meet the specified performance standard(s) is retrospectively subject to corrective action, DOC will notify the Contractor not later than five (5) business days after the failure to perform has been identified. The Contractor shall develop and submit a plan for DOC approval within three (3) business days of notification of failure to perform. The COTR will approve/disapprove/modify the plan within two (2) business days of receipt. Once approved, if the Contractor implements the plan within the specified timeframes, liquidated damages will not be imposed for the identified deficiency. If corrective action is not implemented in accordance with the specified timeframes, liquidated damages will be imposed. Notwithstanding the provisions of this section, the DOC may assess direct damages for services not provided or performance standards not met for requirements under this contract not included in this schedule.

### **H.15.4 LIQUIDATED DAMAGES TABLE**

	<i>Reference</i>	<i>Performance Requirement</i>	<i>Acceptable Quality Level</i>	<i>Surveillance Method and Frequency</i>	<i>Liquidated Damages (\$/Occurrence unless otherwise stated)</i>
1	C.5.1.2	Adhere to all ACA and NCCHC Standards	100%	Independent and Joint Monthly and Quarterly Audits	\$100.00

	<i>Reference</i>	<i>Performance Requirement</i>	<i>Acceptable Quality Level</i>	<i>Surveillance Method and Frequency</i>	<i>Liquidated Damages (\$/Occurrence unless otherwise stated)</i>
2	C.5.1.2.	Annual physical performed within 7 days of the anniversary	100%	Independent and Joint Monthly and Quarterly Audits	\$200.00
3	C.5.2.1.1	Intake Screening within 24 hours of the inmates entry into the facility	100%	Independent and Joint Monthly and Quarterly Audits	\$100.00
4	C.5.2.1.5	Place and read PPD within prescribed timeframes	100%	Independent and Joint Monthly and Quarterly Audits	\$300/Inmate
5	C.5.2.1.7	RPR completed at the time of screening by QHCP	100%	Independent and Joint Monthly and Quarterly Audits	\$100.00
6	C.5.2.1.10	Initial Discharge Treatment Plan, completed, printed and provided to inmate at intake	100%	Independent and Joint Monthly and Quarterly Audits	\$500/ Inmate
7	C.5.2.2.1	Intake Assessment for inmates based upon of the intake	100%	Independent and Joint Monthly and Quarterly Audits	\$100.00
8	C.5.2.2.1	All Intake Assessments completed by day 10	100%	Independent and Joint Monthly and Quarterly Audits	\$100.00
9	C.5.2.2.5	Provide follow-up of positive PPD within 24 hours and RPR within 72 hours of results	100%	Independent and Joint Monthly and Quarterly Audits	\$500/Inmate
10	C.5.2.2.8	First dose medication orders transcribed and administered before leaving the medical unit.	100%	Independent and Joint Monthly and Quarterly Audits	\$500.00
11	C.5.2.2.10	Initial Chronic Care Clinic visit within 30 days of referral	100%	Independent and Joint Monthly and Quarterly Audits	\$100/day
12	C.5.3.1.1	Triage of sick call requests daily	100%	Independent and Joint Monthly and Quarterly Audits	\$50.00

	<i>Reference</i>	<i>Performance Requirement</i>	<i>Acceptable Quality Level</i>	<i>Surveillance Method and Frequency</i>	<i>Liquidated Damages (\$/Occurrence unless otherwise stated))</i>
13	C.5.3.5	Implement approved Infection Control Plan	100%	Independent and Joint Monthly and Quarterly Audits	\$500/day
14	C.5.4.2.8	Copy of medical record or summary sent to appropriate facility in the event of transfer	100%	Independent and Joint Monthly and Quarterly Audits	\$50.00
15	C.5.4.3.3	Provide documented intervention and treatment plan for all Inmates diagnosed with a chronic care condition	100%	Independent and Joint Monthly and Quarterly Audits	\$200/Inmate
16	C.5.4.14.6	Provide PCP prophylaxis for known HIV Inmates when clinically indicated	100%	Independent and Joint Monthly and Quarterly Audits	\$500/day
17	C.5.6	Treatment plan completed and copy provided to Inmate at time of release	100%	Independent and Joint Monthly and Quarterly Audits	\$75.00
17	C.5.6	Treatment plan completed and copy provided to Inmate at time of release	100%	Independent and Joint Monthly and Quarterly Audits	\$75.00
18	C.5.11	Staffing complement falls below the institutional level as provided in the approved Staffing Plan, resulting in the compromise of the delivery of health care.	100%	Independent and Joint Monthly and Quarterly Audits	The amount of the hourly rate plus fringe that the provider earns for each shift or part thereof that the staff position is left vacant or uncovered by comparable personnel.

	<i>Reference</i>	<i>Performance Requirement</i>	<i>Acceptable Quality Level</i>	<i>Surveillance Method and Frequency</i>	<i>Liquidated Damages (\$/Occurrence unless otherwise stated)</i>
19	C.5.11	Maintain current credentials/licenses/certifications for all providers	100%	Independent and Joint Monthly and Quarterly Audits	\$500/day
20	C.5.11	Principal Leadership positions and/or Key Personnel become vacant	100%	Independent and Joint Monthly and Quarterly Audits	The amount of the hourly rate plus fringe that the provider earns for each shift or part thereof that the staff position is left vacant or uncovered by comparable personnel.
21	C.5.12.4	Monthly inventory of 1 <sup>st</sup> AID Kits	100%	Independent and Joint Monthly and Quarterly Audits	\$75.00
22	C.5.14.3	All health care encounter information entered into EMR	100%	Independent and Joint Monthly and Quarterly Audits	\$75.00
23	C.5.14.5	Failure to meet requirements detailed in the DOC Performance Improvement Measurement Tool	100%	Independent and Joint Monthly and Quarterly Audits	\$100 or as otherwise listed in Liquidated Damages schedule, whichever is greater

**SECTION I: CONTRACT CLAUSES****I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://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**

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

**I.4 TIME**

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property

Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. 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 this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
  3. Workers' Compensation Insurance. The 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.
  4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
  5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
- B. **DURATION**. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY**. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY**. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.

- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth D. Hayslette, CPPO,C.P.M.,CPCM,  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
Telephone: (202) 724-4389  
Fax: (202) 727-0245  
[Kennet.Hayslette@dc.gov](mailto:Kennet.Hayslette@dc.gov)

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

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

## **I.10 CONTINUITY OF SERVICES**

**I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.10.1.1** Furnish phase-out, phase-in (transition) training; and

**I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.10.2** The Contractor shall, upon the CO's written notice:

**I.10.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.10.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**I.10.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.10.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.10.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

## **I.11 ORDER OF PRECEDENCE**

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

## **I.12 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 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 CO.

## **I.13 PRE-AWARD APPROVAL**

In accordance with D.C. Official Code §2-301.05a and §1-204.51(c), the Council of the District of Columbia must approve an award of any contract that has term extending beyond twelve (12) months.

## **I.14 GOVERNING LAW**

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

**SECTION J:****ATTACHMENTS**

The following list of attachments is incorporated into the solicitation by reference.

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination No. 2005-2103, Revision No.: 10, dated June 15, 2010,
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.9</b>	Past Performance Evaluation Form
<b>J.10</b>	DOC Program Manual: Health Information Privacy, 1300.3
<b>J.11</b>	DOC Program Statement: Retention & Disposal of Department Records, 2000.2
<b>J.12</b>	DOC Program Statement: Security, 2420.2
<b>J.13</b>	DOC Program Statement: Inspections & Abatement Program, 2920.4B
<b>J.14</b>	DOC Program Statement: ADA/ Communications for Deaf & Hearing, Impaired, 3800.3
<b>J.15</b>	DOC Program Statement: Accountability for Inmates, 5010.2E

<b>Attachment Number</b>	<b>Document</b>
<b>J.16</b>	DOC Program Statement: Contraband Control, 5010.3D
<b>J.17</b>	DOC Program Statement: Tool Control, 5022.1D
<b>J.18</b>	DOC Program Statement: Key Control, 5320.1C
<b>J.19</b>	DOC Program Manual: Medical Management, 6000.1F
<b>J.20</b>	DOC Program Statement: Mandatory Employee Drug & Alcohol Testing, 6050.4B
<b>J.21</b>	DOC Program Statement: Suicide Prevention & Intervention, 6080.2F
<b>J.22</b>	DOC Performance Reporting Templates

**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 (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause13.

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

**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 of the offeror 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:

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*(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);*

- (i) 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
  - (ii) 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.7.

#### **K.8 CERTIFICATION OF ELIGIBILITY**

The offeror's signature shall be considered a certification by the signatory that the offeror, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and

- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the offeror’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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**K.9 METROPOLITAN WASHINGTON COUNCIL OF GOVERNMENTS RIDER CLAUSE  
 USE OF CONTRACT BY MEMBERS COMPRISING THE METROPOLITAN  
 WASHINGTON COUNCIL OF GOVERNMENTS PURCHASING OFFICERS'  
 COMMITTEE.**

- A. If authorized by the offeror, resultant contract(s) will be extended to any or all of the listed members as designated by the offeror in section B.X to purchase at contract prices in accordance with contract terms.
- B. Any member utilizing this contract will place its own order(s) with the Contractor. There shall be no obligation on the part of any participating member to utilize the contract.
- C. A negative reply will not adversely affect consideration of your proposal.
- D. It is the Contractor’s responsibility to notify the members shown below of the availability of the contract.
- E. Each participating jurisdiction has the option of executing a separate contract with the Contractor. Contracts entered into with a participating jurisdiction may contain general terms and conditions unique to that jurisdiction including, by way of illustration and not limitation, clauses covering minority participation, non-discrimination, indemnification, naming the jurisdiction as an additional insured under any required Comprehensive General Liability policies, and venue. If, when preparing such a contract, the general terms and conditions of a jurisdiction are unacceptable to the Contractor, the Contractor may withdraw its extension of the award to that jurisdiction.
- F. The District shall not be held liable for any costs or damages incurred by another jurisdiction as a result of any award extended to that jurisdiction by the Contractor.

## **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 single contract resulting from this solicitation to the responsible offeror whose offer 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 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and seven (7) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price 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. *[insert solicitation number, title and name of offeror]*".

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 and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

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

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00pm on December 23, 2010. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

### **L.3.2 Withdrawal or Modification of Proposals**

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

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than 10 days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 10 days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be

prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

## **L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Kenneth D. Hayslette, 441 4<sup>th</sup> Street, NW, Room No. 700 South, Washington, DC 20001, telephone number (202) 724-4389, 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 a proposal 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.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District 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 Section C.4.3 and C.4.4."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

**"Use or disclosure of data contained on this Section C.4.3 and C.4.4 is subject to the restriction on the title page of this proposal."**

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are

requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

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

The offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

#### **L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

#### **L.11 RETENTION OF PROPOSALS**

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

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

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

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

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

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

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

Kenneth D. Hayslette, CPPO,C.P.M.,CPCM,  
Contracting Officer  
Office of Contracting and Procurement

441 4<sup>th</sup> Street, NW, Suite 700S  
Washington, DC 20001  
Telephone: (202) 724-4389  
Fax: (202) 727-0245  
[Kennet.Hayslette@dc.gov](mailto:Kennet.Hayslette@dc.gov)

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

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

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

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 the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all offerors still within the competitive range.

## **L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

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

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

**L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

**L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility 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.

**L.20 SPECIAL STANDARDS OF RESPONSIBILITY**

**L.20.1** In addition to the general standards of responsibility set forth in section L.19, the offeror must demonstrate to the satisfaction of the District, that the Offeror has previous a minimum of 3 years of proven effectiveness in administering correctional health care programs, the Offeror currently providing similar services or has provided similar services to client comparable to the District within the three years. Offeror must submit

with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility.

**L.20.2** In addition to the general standards of responsibility set forth in section L.19, the offeror must demonstrate to the satisfaction of the District, that the Offeror provide three (3) clients references for which the Offeror has provided services similar to those described in Section C within the past three (3) 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 three (3) years. Offeror must submit with its proposal convincing evidence that demonstrates that the offeror meets the Special Standard(s) of Responsibility.

## **L.21 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at 10:00a.m on November 30, 2010 at 1901 D Street, SE, Washington, DC 20003). 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 their attendance can be properly recorded.

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 District'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 offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

## **L.22 KEY PERSONNEL**

**L.22.1** The District considers the following positions to be key personnel for this contract:

1. Medical Director
2. Mental Health Director
3. Health Services Administrator
4. Director of Nursing
5. Computer Analyst/Medical
6. Pharmacy Director
7. Intake Coordinator
8. Infection Control Coordinator
9. Utilization Management Nurse
10. Health Statistician

**L.22.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their

resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

## **L.23 PROPOSAL ORGANIZATION AND CONTENT**

One original and seven (7) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price 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-2011-R-1001  
Comprehensive Health Care Services for the  
Department of Corrections  
Offeror's Name**

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 services and service delivery. The information requested below for the technical proposal shall facilitate evaluation and source selection for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements in the statement of work.

(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.23.1 TECHNICAL PROPOSAL**

The Offeror's Technical Proposal shall be organized and presented in the following clearly marked separate sections:

#### **L.23.1.1 Technical Approach**

**L.23.1.1.1** The Offeror shall provide a narrative to describe the Offeror's overall understanding of the District requirements (C.5) including a discussion of the Offeror's knowledge and application of the federal and District laws and regulations, guidelines, and related industry standards (ACA, NCCHC) as described in C.2.

**L.23.1.1.2** The Offeror shall provide a discussion of the Offerors methodology to successfully providing intake screening (C.5.2.1), intake

Comprehensive Health Care Services for the DOC assessment (C.5.2.2), and sick call (C.5.3.1). The Offeror shall include in its discussion the development of the following related plans:

- (1) Description of the Offeror's approach to providing and managing the services specified in Section C.5.
- (2) On-Site Services (C.5.3)
- (3) Mental Health Services (C.5.3.11)
- (4) Off-Site Services (C.5.4)
- (5) Pharmacy Services (C.5.5)
- (6) HIV Counseling, Testing, Referral, and Discharge Planning (C.5.6)
- (7) Substance Abuse (C.5.7)
- (8) Discharge (C.5.8)
- (9) Firm's approach to Quality Assurance.
- (10) Firm's approach to Quality Improvement.
- (11) Firm's approach/strategies regarding Utilization Management.

**L.23.1.1.3** The Offeror shall provide a discussion of innovative features and expected benefit of the feature to be used by the Offeror in the performance of the required services (C.5).

#### **L.23.1.2 Technical Capacity**

The information requested in this section will be used to evaluate the Offeror's technical expertise and capacity to operate and maintain the District's comprehensive health care services. The Offeror shall include at a minimum the following:

**L.23.1.2.1** The Offeror shall provide a narrative to describe corporate management team.

**L.23.1.2.2** The Offeror shall provide a narrative to proposed organization plan, including description of organization, functional responsibilities, interaction with staff and subcontractors and reporting requirements.

**L.23.1.2.3** The Offeror shall provide a narrative to describe the Offeror's staff and organization (C.5.11) including the Offeror's key personnel and their expertise and experience, the recruitment, selection and retention of staff, the staffing plan and the rationale for the plan. The Offeror shall also include a discussion of the Offeror's Staff Training and Development and the Offeror's use of training and development to ensure quality trained staff

**L.23.1.2.4** The Offeror shall provide a discussion of the Offeror's IT Systems (C.5.13) and capacity including the following

- (1) Medical analytics and technology support for District and Contractor (C.5.13.1 & C.5.13.2)

- (2) Telemedicine (C.5.13.3)
- (3) Access Control (C.5.13.4)
- (4) Medical management Information System (C.5.13.5)

**L.23.1.2.5** The Offeror shall provide discussions of the Offerors technical capability to produce high quality reporting in a timely manner as described in C.5.14.

**L.23.1.2.6** The Offeror shall provide a narrative to describe proposed information technology systems to be utilized in performance of services, including hardware, software, and associated network, data migration and training requirements.

### **L.22.1.3 Past Performance**

The information requested in this section shall facilitate evaluation of the offeror's previous, successful experience in providing correctional health care services. Proposals **must** include, but need not be limited to, the following:

- a. The Offeror shall describe its experience with operating comprehensive health care services with daily inmate population volume equal to or greater than that of the District and performing the same or similar functions to those described in Section C.
- b. The Offeror shall describe its experience with transitioning comprehensive health care services from a preceding Contractor or a State program, and turning over the comprehensive health care services operations to a subsequent program upon contract expiration or termination.
- c. The Offeror shall provide 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.9.
- d. The Offeror shall provide any settled and/or pending litigation against the company.

### **L.23.1.4 REPRESENTATIONS AND CERTIFICATIONS**

Offeror shall complete the following representations and certifications:

- a. Signed Solicitation, Offer and Award form (page 1);
- b. Completed Section H.11.4;
- c. Completed Attachments J.3, J.4, J.7 and J.9 of this solicitation; and
- d. Completed Representations and Certifications and other statements of the Offeror in Sections K.1, K.2, K.3, K.4, K.5, and K.6.

### **L.23.2 PRICE PROPOSAL**

Offeror's Price Proposal shall be organized and presented in the following clearly marked separate sections.

- a. Cover Letter
- b. Completed Price Schedule (B.3)
- c. Cost/Price Certification (Attachment J.8)

**SECTION M – EVALUATION FACTORS****M.1 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.2 TECHNICAL RATING****M.2.1** The Technical Rating Scale is as follows:

<b>Numeric Rating</b>	<b>Adjective</b>	<b>Description</b>
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.

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

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation

factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

### **M.3 EVALUATION FACTORS**

Proposals will be evaluated based on the following evaluation factors, listed below in descending order of importance, will be used by the District in evaluating the services proposed by the Offeror under this solicitation. The Offeror should respond to each factor in a way that will allow the District to evaluate the Offeror's response. The scoring for each evaluation factor will be based on the District's determination of the degree to which the Offeror satisfies the requirements within the evaluation factor.

#### **M.3.1 TECHNICAL FACTORS (0-60 Points Maximum)**

##### **M.3.1.1 Technical Approach (0-20 Points Maximum)**

**M.3.1.1.1** The Offeror shall provide a narrative to describe the Offeror's overall understanding of the District requirements (C.5) including a discussion of the Offeror's knowledge and application of the federal and District laws and regulations, guidelines, and related industry standards (ACA, NCCHC) as described in C.2. (5 points maximum)

**M.3.1.1.2** The Offeror shall provide a discussion of the Offerors methodology to successfully providing intake screening (C.5.2.1), intake assessment (C.5.2.2), and sick call (C.5.3.1). The Offeror shall include in its discussion the development of the following related plans: (11 points maximum)

- (1) Description of the Offeror's approach to providing and managing the services specified in Section C.5.
- (2) On-Site Services (C.5.3)
- (3) Mental Health Services (C.5.3.11)
- (4) Off-Site Services (C.5.4)
- (5) Pharmacy Services (C.5.5)
- (6) HIV Counseling, Testing, Referral, and Discharge Planning (C.5.6)
- (7) Substance Abuse (C.5.7)
- (8) Discharge (C.5.8)
- (9) Firm's approach to Quality Assurance.
- (10) Firm's approach to Quality Improvement.
- (11) Firm's approach/strategies regarding Utilization Management.

**M.3.1.1.3** The Offeror shall provide a discussion of innovative features and expected benefit of the feature to be used by the Offeror in the performance of the required services (C.5). (4 points maximum)

**M.3.1.2 Technical Capacity (0-20 Points Maximum)**

The information requested in this section will be used to evaluate the Offeror's technical expertise and capacity to operate and maintain the District's comprehensive health care services. The Offeror shall include at a minimum the following:

- M.3.1.2.1** The Offeror shall provide a narrative to describe corporate management team. (3 points maximum)
- M.3.1.2.2** The Offeror shall provide a narrative to proposed organization plan, including description of organization, functional responsibilities, interaction with staff and subcontractors and reporting requirements. (3 points maximum)
- M.3.1.2.3** The Offeror shall provide a narrative to describe the Offeror's staff and organization (C.5.11) including the Offeror's key personnel and their expertise and experience, the recruitment, selection and retention of staff, the staffing plan and the rationale for the plan. The Offeror shall also include a discussion of the Offeror's Staff Training and Development and the Offeror's use of training and development to ensure quality trained staff (4 points maximum)
- M.3.1.2.4** The Offeror shall provide a discussion of the Offeror's IT Systems (C.5.13) and capacity including the following (4 points maximum)
- (1) Medical analytics and technology support for District and Contractor (C.5.13.1 & C.5.13.2)
  - (2) Telemedicine (C.5.13.3)
  - (3) Access Control (C.5.13.4)
  - (4) Medical management Information System (C.5.13.5)
- M.3.1.2.5** The Offeror shall provide discussions of the Offerors technical capability to produce high quality reporting in a timely manner as described in C.5.14. (3 points maximum)
- M.3.2.1.6** The Offeror shall provide a narrative to describe proposed information technology systems to be utilized in performance of services, including hardware, software, and associated network, data migration and training requirements. (3 points maximum)

**M.3.1.3 Past Performance (0-20 Points Maximum)**

The information requested in this section shall facilitate evaluation of the offeror's previous, successful experience in providing correctional health care services. Proposals **must** include, but need not be limited to, the following:

- a. The Offeror shall describe its experience with operating comprehensive health care services with daily inmate population volume equal to or greater

than that of the District and performing the same or similar functions to those described in Section C. (5 points maximum)

- b. The Offeror shall describe its experience with transitioning comprehensive health care services from a preceding Contractor or a State program, and turning over the comprehensive health care services operations to a subsequent program upon contract expiration or termination. (5 points maximum)
- a. The Offeror shall provide 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.9. (5 points maximum)
- b. The Offeror shall provide any settled and/or pending litigation against the company. (5 points maximum)

### **M.3.2 PRICE CRITERION (0-40 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. For purposes of evaluation of price, the District will use the average proposed price for CLINs 0001AA through 0001AI for Base Period Year One, CLINs 0101AA through 0101AI for Base Period Year Two, CLINs 0201AA through 0201AI for Base Period Year Three, and CLINs 1001AA through 1001AI for Option Year One, CLINs 2001AA through 2001AI for Option Year Two to determine the lowest price. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest Total Average Price Proposal (Base Period + option years*)}}{\text{Total Average Price of Proposal Being Evaluated (Base Period + option years*)}} \times 30 = \text{Price Score}$$

### **M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (0-12 Points Maximum)**

### **M.3.4 TOTAL POINTS (0-112 Points Maximum)**

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

**M.4 EVALUATION OF OPTION YEARS**

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

**M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

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

**M.5.1 Application of Preferences**

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) 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.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD 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.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD 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.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD 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.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD 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.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

**M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

### **M.5.2 Maximum Preference Awarded**

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

### **M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture 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.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

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

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

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

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

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

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered 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.