

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Oral Health Services - Fee-For-Service Population</b>		Page of Pages <b>1</b>   <b>86</b>	
2. Contract Number	3. Solicitation Number <b>DCHC-2007-R-7070</b>	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreement	5. Date Issued <b>08/07/07</b>	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside Open Market with Set-Aside SBE Designated Category:	
7. Issued By: <b>Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, DC 20001</b>			8. Address Offer to: <b>Office of Contracting and Procurement - Bid Counter 441 4th Street, NW, Suite 703 South Washington, D.C. 20001</b>		

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

**SOLICITATION**

9. Sealed offers in original and 8 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 Counter, Washington until 2:00 p.m. local time August 21, 2007

(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>George Wheeler</b>	B. Telephone			C. E-mail Address <a href="mailto:george.wheeler@dc.gov">george.wheeler@dc.gov</a>
		(Area Code) <b>202</b>	(Number) <b>724-5267</b>	(Ext)	

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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 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 (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print) <b>James H. Marshall</b>	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



# HUMAN CARE AGREEMENT

1. AGREEMENT NUMBER <b>DCHC-2007-R-7070</b>	2. REQUISITION/PURCHASE ORDER NO. <b>RQ345758</b>	3. TASK ORDER NO.	4. DATE OF AWARD
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5. ISSUED BY: <b>Office of Contracting and Procurement Group VI 441-4<sup>th</sup> Street, NW, Suite 700 South Washington, DC 20001</b>	6. ADMINISTERED BY: <b>Department of Health Medical Assistance Administration 825 North Capitol Street, NE, 5<sup>th</sup> Washington, DC 20002</b>
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7. NAME AND ADDRESS OF CONTRACTOR/PROVIDER (No. street, county, state and ZIP Code)

8. CONTRACTOR/PROVIDER SHALL SUBMIT ALL INVOICES TO: <b>Department of Health 825 North Capitol Street, NE Washington, DC 20002</b>	9. DISTRICT SHALL SEND ALL PAYMENTS TO:
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10. DESCRIPTION OF HUMAN CARE SERVICE AND COST				
ITEM/ LINE NO.	NIGP CODE	DESCRIPTION OF HUMAN CARE SERVICE	SERVICE UNIT	SERVICE RATE
0001	948-28-00	Provide comprehensive oral health services including the provision of a dental provider network, Beneficiary services, and related administrative services for approximately 6,000 children and 60,000 adults in the District's fee-for-service population as described in Section C.	per claim	\$ _____

11. PERIOD OF HUMAN CARE AGREEMENT	
Starting Date: <b>Date of Award</b>	Ending Date: <b>Twelve months thereafter</b>

## HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 7 of this document. The Contractor/Provider is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE CONTRACTOR/PROVIDER		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print) Name Title:		A. Name of Contracting Officer (Type or print) Name: James H. Marshall Title: Contracting Officer	
B. Signature of CONTRACTOR/PROVIDER, Authorized Representative	C. Date:	B. Signature of Contracting Officer:	C. Date:

**SECTION B  
 HUMAN CARE SERVICES AND SERVICE RATES**

**B.1** The Government of the District of Columbia, Department of Health, (DOH), Medical Assistance Administration (MAA) hereinafter referred to as the “District,” is contracting through this Human Care Agreement with \_\_\_\_\_, hereinafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155, amending D.C. Official Code Sections 2-301.07, 2-303.02, 2-303.04(g), and 2-303.06a) to provide comprehensive oral health services including providing a network of dentists, beneficiary services, and related administrative services and support services for approximately 6,000 children and 60,000 adults in the District’s fee-for-service population as described in Section C.

**B.1.1** This is a human care agreement based on fixed-unit prices.

**B.2 PRICE SCHEDULE**

**B.2.1 BASE YEAR**

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE UNIT RATE
0001	Provide comprehensive oral health services including a dental provider network, Beneficiary services, and related administrative and support services for children and adults in the District’s fee-for-service population as described in Section C.	Per Claim	\$ _____

**B.2.2 OPTION YEAR ONE**

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE UNIT RATE
0101	Provide comprehensive oral health services including a dental provider network, Beneficiary services, and related administrative and support services for children and adults in the District’s fee-for-service population as described in Section C.	Per Claim	\$ _____

**B.2.3 OPTION YEAR TWO**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE UNIT RATE</b>
0201	Provide comprehensive oral health services including a dental provider network, Beneficiary services, and related administrative and support services for children and adults in the District's fee-for-service population as described in Section C.	Per Claim	\$ _____

**B.2.4 OPTION YEAR THREE**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE UNIT PRICE</b>
0301	Provide comprehensive oral health services including a dental provider network, Beneficiary services, and related administrative and support services for children and adults in the District's fee-for-service population as described in Section C.	Per Claim	\$ _____

**B.2.5 OPTION YEAR FOUR**

<b>CLIN</b>	<b>SERVICE DESCRIPTION</b>	<b>SERVICE UNIT</b>	<b>SERVICE UNIT RATE</b>
0401	Provide comprehensive oral health services including a dental provider network, Beneficiary services, and related administrative and support services for children and adults in the District's fee-for-service population as described in Section C.	Per Claim	\$ _____

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**SECTION C**  
**HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE**

**C.1 SCOPE OF HUMAN CARE SERVICE**

Subject to the continuing availability of funds, the District may purchase and the Provider shall provide comprehensive oral health services including the provision of a dental provider network, beneficiary services, and related administrative and support services for approximately 6,000 children and 60,000 adults in the District’s fee-for-service population as described in Section C.3.

**C.1.1 APPLICABLE DOCUMENTS**

The following Applicable Documents are incorporated into the Human Care Agreement by this reference.

#	Document Type	Title	Version
1	Public Law	Title XIX of the Social Security Act Grants to States for Medical Assistance Programs <a href="http://www.ssa.gov/OP_Home/ssact/title19/1900.htm">http://www.ssa.gov/OP_Home/ssact/title19/1900.htm</a>	Most Recent
2	Public Law	Title XXI of the Social Security Act State Children’s Health Insurance Program <a href="http://www.ssa.gov/OP_Home/ssact/title21/2100.htm">http://www.ssa.gov/OP_Home/ssact/title21/2100.htm</a>	Most Recent
3	DOH Document	State Health Plan <a href="http://dchealth.dc.gov/doh/cwp/view,a.1371,q.602787.asp">http://dchealth.dc.gov/doh/cwp/view,a.1371,q.602787.asp</a>	Most Recent
4	DOH Document	Medicaid Dental Providers	2007
5	District	District Holidays <a href="http://dchr.dc.gov/dcop/frames.asp?doc=/dcop/lib/dcop/scanbnull12_232.pdf">http://dchr.dc.gov/dcop/frames.asp?doc=/dcop/lib/dcop/scanbnull12_232.pdf</a>	Most Recent

**C.1.2 DEFINITIONS AND ACRONYMS**

The following definitions are applicable to this Human Care Agreement:

**C.1.2.1 AAPD** - The American Academy of Pediatric Dentistry is the membership organization representing the specialty of pediatric dentistry. AAPD members serve as the primary contributors to professional education programs and scholarly works concerning dental care for children. The mission of the AAPD is to advocate policies, guidelines and programs that promote optimal oral health and oral health care for children. The AAPD serves and represents its membership in the areas of professional development and governmental and legislative activities and as a liaison to other health care groups and the public.

- C.1.2.2**      **ADA** – American Dental Association is the professional association of dentists committed to the public's oral health, ethics, science and professional advancement; leading a unified profession through initiatives in advocacy, education, research and the development of standards.
- C.1.2.3**      **Administrative and Support Services** – Services to be provided by the Provider in support of the successful delivery of the required services.
- C.1.2.4**      **Appeal** - An appeal is a special kind of complaint made if a Beneficiary disagrees with a decision to deny a request for services or payment for services already received. Beneficiary may also make a complaint if they disagree with a decision to stop services currently being provided.
- C.1.2.5**      **Beneficiary** – Individual, regardless of age, eligible for Medicaid benefits.
- C.1.2.6**      **Balance billing of patients** - it means a Provider must accept, as payment in full, the Medicaid reimbursement and may not bill the patient for any amount not reimbursed by MAA, as long as the service is a Medicaid covered benefit.
- C.1.2.7**      **CMS** - The federal agency that runs the Medicare program and works with the States to run the Medicaid program. CMS works to make sure that the beneficiaries in these programs are able to get high quality health care.
- C.1.2.8**      **CFR** - The Code of Federal Regulations (CFR) is the codification of the general and permanent rules published in the Federal Register by the executive departments and agencies of the Federal Government. The CFR is divided into 50 titles that represent broad areas subject to Federal regulation. Each volume of the CFR is updated once each calendar year and is issued on a quarterly basis.
- C.1.2.9**      **Covered Service:** service for which payment is provided under the terms of the agreement.
- C.1.2.10**     **Complaint** - An expression of dissatisfaction by a beneficiary generally about a service or treatment by a provider or the payer.
- C.1.2.11**     **DCMR** – District of Columbia Municipal Regulations
- C.1.2.12**     **Dental Provider Network** – See Network
- C.1.2.13**     **Eligibility Verification System** - The information system maintained by the District's Department of Human Services Income Maintenance Administration allowing providers the access to verify eligibility status of Medicaid recipients.
- C.1.2.14**     **EPSDT** – Early Periodic Screening Diagnosis Testing Program is the child health component of Medicaid required in every state and is designed to improve the health of low-income children, by financing appropriate and necessary pediatric

services. This website provides information about how EPSDT works with public health, families, managed care organizations, pediatricians, and other health providers.

- C.1.2.15**     **Fee-for-Service Reimbursement** - The traditional health care payment system, under which physicians and other providers receive a payment for each unit of service they provide.
- C.1.2.16**     **Grievance** - An expression of dissatisfaction by a beneficiary generally about a service or treatment by a provider or the payor that cannot or has not been handled to a beneficiary's satisfaction, or an infraction so egregious as to cause the beneficiary excessive distress and concern
- C.1.2.17**     **HealthCheck** – Also known as Early, Periodic, Screening, Diagnostic, and Treatment (EPSDT) Services required by Federal Law and the Salazar Consent Decree is well-child health care services for children from birth to 21 years of age and includes oral health care from the earliest possible time frame.
- C.1.2.18**     **Human Care Services** - education, or special education, health, human, or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.1.2.19**     **Human Care Agreement** - A written agreement for the procurement of education or special education, health, human or social services pursuant to the D.C. Official Code, Section 2-303.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.1.2.20**     **Income Maintenance Administration (IMA)** - The District of Columbia agency responsible for determining eligibility for Medicaid through TANF and TANF-related categories, and for administering determinations for SSI eligibility made by the Social Security Administration.
- C.1.2.21**     **MAA** – Medical Assistance Administration is the state agency responsible for administering Title XIX of the Social Security Act, the Medical Charities program, and other health care financing initiatives of the District. Additionally, MAA:
- C.1.2.22**     **NDA** - National Dental Association
- C.1.2.23**     **Network** – collectively, all dentists who have contractually agreed to provide treatment according to administrative guidelines for a certain program.
- C.1.2.24**     **Non-aged** - Individuals less than 64 years of age.

- C.1.2.25 Non-disabled** - Individuals less than 64 years of age, not eligible for SSI, or participating in one of the aged and disabilities waivers such as the Elderly persons with disabilities waiver.
- C.1.2.26 Operations Start Date** - 30 days from contract award.
- C.1.2.27 Provider** - A consultant, vendor or provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into contractual agreement with the District of Columbia
- C.1.2.28 Qualified Personnel** - Persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction, such as administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists or audiologists, pharmacists, patient activity specialists, psychologists and professional counselors, and social workers.
- C.1.2.29 RFQ** - Request for Qualification (RFQ)
- C.1.2.30 SSI** - Supplemental Security Income designed to help aged, blind, and disabled people, who have little or no income
- C.1.2.31 Urgent Care** – Urgent care is treatment for a condition that requires prompt attention, but does not pose an immediate, serious health threat; generally accepted standards for a need for urgent treatment is within 24 to 48 hours.

## **C.2 BACKGROUND**

### **C.2.1 Introduction**

The MAA is the single State agency responsible for the administration of the District of Columbia's Medical Assistance Program authorized under Title XIX of the Social Security Act and the District's State Children's Health Insurance Program authorized under Title XXI of the Social Security Act (Applicable Documents #s 1, 2, and 3).

- C.2.1.1** The District of Columbia, Department of Health (DC DOH) provides the leadership in improving the health status of District residents. This is accomplished through the provision of planning, surveillance, educational, counseling, screening and treatment activities via several agencies within the Department of Health, as well as through various sub-grants and contracts with community-based providers.

### **C.2.2 Target Population**

The target population for the required services will be all adults and children

enrolled in the fee-for-service portion of the District's Medicaid program. Children served by managed care organizations are excluded from the scope of this solicitation. Additionally, children with special health care needs (those with Supplemental Security Income (SSI) and beneficiaries eligible under the MRDD Waiver are also excluded from the scope of this solicitation.

**C.2.2.1** It has been well documented that there is a shortage of dental providers for children. There are currently twenty (20) dentists providing services for the District's fee-for-service population (Applicable Document #4). Having made the decision to expand the scope of benefits for adults to include dental services using a fee-for-service (FFS) delivery system, it is imperative that the FFS dental network be expanded through the addition of dental providers. It is expected that the identification of qualified Providers with an existing dental network will provide the level of expansion needed to meet the service delivery requirements of the population to be served.

**C.2.3 Goals and Objectives**

It is MAA's goal that through this procurement, 75 percent of beneficiaries are able access dental services within 10 minutes as well as 75 percent of beneficiaries enrolled for at least twelve consecutive months (12) will receive at least one (1) dental visit within a twelve month (12) period.

**C.3 REQUIREMENTS**

The Provider shall at a minimum provide the following in support of the required services:

**C.3.1 DENTAL PROVIDER NETWORK**

**C.3.1.1 Network Composition**

The Provider shall provide a Dental Provider Network (Network) of participating dentists for the delivery of covered services (C.3.2.1) for all non-aged, non-disabled fee-for-service beneficiaries. The Provider shall develop the Network in accordance with the following:

- a. The Provider shall contract directly with dentists in the District of Columbia (DC);
- b. The Provider's Network shall maintain initially and on an on-going basis a minimum participation level of 10% of the DC dentists identified in Attachment J.15;
- c. The Provider's Network shall include participating dentists in each ward of the District;
- d. The Provider shall maintain an open network;

- e. The Provider shall ensure that the dentists and service providers participating in the Network maintain current business and professional licensing in accordance with District laws and regulations (Attachments J.10 – J.12); and
- f. The Provider shall send each current Medicaid dental provider (Applicable Document #4) a contract for participation in the Provider's Network not later than 10 business days following receipt of the list.

#### **C.3.1.1.1 Network Listing**

The Provider shall submit a Dental Provider Network List indicating the dentists participating in the Provider's Network. The listing shall, at a minimum, provide the following information for each dentist:

- a. Name;
- b. Address;
- c. Phone Number;
- d. Fax Number;
- e. E-mail address;
- f. Language capabilities;
- g. Indicate acceptance of new clients; and
- h. Specialty services provided.

#### **C.3.1.1.1.1 Network Listing Updates**

The Provider shall submit Dental Provider Network List updates quarterly to reflect the addition and deletion of dentists and to confirm the Provider's compliance with C.3.1.1 b above. The Dental Provider Network List updates shall contain the demographic information described in C.3.1.1.1.

#### **C.3.1.2 Access to Care**

**C.3.1.2.1** The Provider shall ensure the maintenance of an adequate network that provides the participation, capacity, and capability to ensure the delivery of services to Beneficiaries within 24 hours for emergency dental treatment and within four (4) weeks of request for periodic exams, preventive and restorative treatment while contributing to MAA's service delivery goals described in C.2.5.

#### **C.3.1.2.1.1 Accessibility Standards**

The Provider shall develop and provide accessibility standards that at a minimum ensure the Provider's Network shall meet the access standards above in the delivery of covered services as described in C.3.2.1.

### **C.3.1.2.2 Eligibility**

The Provider shall verify Beneficiary eligibility for Medicaid services through the Electronic Verification System (EVS) as described in Attachment J.16.

### **C.3.1.2.3 Prior Authorization**

#### **C.3.1.2.3.1 Prior Authorization Services**

**C.3.1.2.3.1.1** The Provider shall develop and provide a list of all oral health procedures requiring prior authorization.

#### **C.3.1.2.3.1.2 Policies and Procedures**

The Provider shall develop and submit prior authorization policies and procedures for the review and approval of the COTR. The Prior Authorization Policies and Procedures shall be included in the Dental Network Provider Manual (C.3.1.4.2.1) and the Beneficiary Handbook (C.3.2.3.2) and shall provide a comprehensive description of the prior authorization services, processes, and steps to satisfy the Provider's requirements including any required forms to be completed with instructions and assistance for Beneficiaries on completing the forms. The Prior Authorization Policies and Procedures shall include, at a minimum, the following performance standards:

- a. Prior authorization requests shall be handled in a timely manner for urgent/emergent procedures requests resolved with answer to requesting provider within 24 hours for urgent, 2 hours for emergent; and
- b. The Provider shall ensure that Prior Authorization requests shall be handled in a timely manner for non-urgent/non-emergent procedures 90 % of requests resolved with answer to requesting provider within 5 business days for non-urgent/non-emergent.

#### **C.3.1.2.3.1.3 Prior Authorization Documentation**

The Provider shall monitor and provide monthly reports to document prior authorizations provided to include at a minimum the following:

- a. Number of requests for prior authorizations by service category, urgent, emergent, non-urgent, and non-emergent;
- b. Time span between a request for authorization and a decision communicated to the Network Provider making the request;
  1. Number of prior auth requests requiring more than 24 hours, and 48 hours to resolve for urgent situations.
  2. Number of prior auth requests requiring more than 2 hours, and 4 hours to resolve for emergent situations.

3. Number of prior auth requests requiring more than 5 business days for non-urgent/non-emergent situations

- c. Decision reached for each request.

### **C.3.1.3 Recruitment**

The Provider shall maintain an active and on-going initiative to recruit additional dentists for the Provider's Network placing emphasis on Wards 7 and 8, underserved areas of the District.

#### **C.3.1.3.1 City-wide provider Recruitment Events**

The Provider shall, at a minimum, organize and conduct four (4) city-wide recruitment events annually. The Provider shall submit a schedule of city-wide recruitment events including the dates and times, activities planned, specific outreach efforts, and desired outcomes. The city-wide recruitment events, shall be planned and implemented in consultation with the District Dental Associations, shall focus on the following objectives:

- a. Encourage the participation of all dental providers within a community, including those not currently offering Medicaid services;
- b. Provide an opportunity for interested dental providers to enroll in the Provider's Dental Network, either onsite at the recruitment event or through a simple application process;
- c. Provide an opportunity for providers to learn more about the dental program for the Medicaid fee-for-service population and the goals and objectives of the program; and
- d. Promote policies and procedures consistent with the District State Board of Dental Examiners and the Dental Practice Act (Attachment J.13).

##### **C.3.1.3.1.1 Recruitment Events Summary Report**

The Provider shall submit a City-wide Recruitment Event Summary Report at the conclusion of each event. The City-wide Recruitment Event Summary Report shall provide a description of the event, overall success of the event, number of new dentists contacted or reached and the number of new dentists obtained.

### **C.3.1.4 Dental Provider Network Services**

#### **C.3.1.4.1 Provider Helpline**

The Provider shall maintain and operate a Provider Helpline to assist with and promote communication and the exchange of relevant information among the Dental Provider Network. The Provider's Provider Helpline shall, at a minimum, provide or include the following:

- a. Hours of operation from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding District Holidays (Applicable Document #5); and
- b. Adequate number of trained and knowledgeable staff to ensure the successful attainment of the following performance standards related to promptness and quality:
  1. 90% of all calls answered within 20 seconds of the first ring;
  2. A call abandonment rate of 10% or less on a daily basis;
  3. Search for enrollment information by a variety of fields;
  4. Determine eligibility status in accordance with Attachment J.16;
  5. Confirm the year-to-date status of a child's dental benefits;
  6. Answer questions about the dental claims process and confirm the status of a pending claim; and
  7. Answer questions from dentists about potential enrollment in the Provider's Dental Provider Network and facilitate the enrollment process.

#### **C.3.1.4.1.1 Provider Helpline Report**

The Provider shall develop and submit a monthly Provider Helpline Report that documents at a minimum the following:

- a. Date and time of the call;
- b. Name of Provider's Helpline staff answering the call;
- c. Callers first and last name and relationship to the Beneficiary;
- d. Beneficiary's first and last name;
- e. Beneficiary's or caller's telephone number, if available;
- f. The nature of the call;
- g. Disposition of request, and
- h. General comments.

#### **C.3.1.4.2 Provider Written Material**

The Provider shall develop the following written materials for the Provider Network:

##### **C.3.1.4.2.1 Provider Manual**

The Provider shall maintain a Provider Manual inclusive of all of the Provider's policies and procedures and operational information including the following:

- a. Administrative Information
  - 1. Office Hours
  - 2. Phone Number
  - 3. Fax Number
  - 4. E-mail address
- b. Accessibility Standards
- c. Eligibility Verification
- d. Covered Services
- e. Beneficiary Services
  - 1. Translation and Interpretation
  - 2. Transportation
  - 3. Health Education
- f. Summary Plan Description
- g. Prior Authorization
  - 1. Services
  - 2. Policies and Procedures
  - 3. Forms and Documentation
- h. Management Information Systems
- i. Claims Processing and Payments
- j. Staffing
  - 1. Organization
  - 2. Roles and Responsibilities
  - 3. Licensing
  - 4. Credentialing
  - 5. Training
- k. Quality Assurance Improvement
- l. Provider Helpline Number
- m. Beneficiary Helpline Number
- n. Webb site address
- o. Reference Information
  - 1. Federal regulations
  - 2. District regulations

3. AAPD

4. ADA

**C.3.1.4.2.1.1** The Provider shall issue copies of the Provider Manual to newly contracted within five business (5) days from inclusion of the Dental Provider into the Dental Network. MAA shall approve the Dental Provider Manual, and any substantive revisions to the Provider Manual, before publication and distribution to Network providers

**C.3.1.4.2.2 Provider Directory**

The Provider shall maintain and make available at a minimum quarterly or upon request of a Beneficiary a provider directory of all network dentists with current demographic information as described in C.3.1.1.1.

**C.3.2 BENEFICIARY SERVICES**

**C.3.2.1 Covered Services**

**C.3.2.1.1 Covered Services – Children**

The Provider shall provide covered services for children under the age of 21 as described in Covered Services for Children (Attachment J.2) in accordance with the Dental Periodicity Schedule (Attachment J.3), U.S. Department of Human Services Center for Medicare and Medicaid - A Guide to Children's Medicaid Dental Coverage (Attachment J.4), and American Academy of Pediatric Dentistry (AAPD) 2006-07 Definitions, Oral Health Policies, and Clinical Guidelines (Attachment J.5). The Provider shall:

- a. Ensure services are available to beneficiaries through the selected Provider effective on the Operations Start Date
- b. Not impose any pre-existing condition limitations or exclusions or require evidence of insurability to provide coverage to any -enrolled child.

**C.3.2.1.1.1 Children Covered Services Reporting**

The Provider shall quarterly the number of individuals receiving dental assessments, the number of beneficiaries birth through age 20 years who received services and the type of services provided by age groups (<1, 1-2, 3-5, 6-9, 10-14, 15-18, 19-20). The information satisfying the above shall be included in the Provider's quarterly Covered Services Report.

**C.3.2.1.2 Covered Services - Adults**

The Provider shall provide covered services for adults as described in Covered Services for Adults (Attachment J.6) in accordance with Notice of Emergency Rulemaking Title 29 District of Columbia Municipal Regulations Chapter 9

Section 964 Dental Services (Attachment J.7), American Dental Association Current Policies (Attachment J.8), Center for Medicare and Medicaid Services Notice of Approval State Plan Amendment - Dental Services - Adults (Attachment J.9).

#### **C.3.2.1.2.1 Adults Covered Services Reporting**

The Provider shall submit quarterly the number of adults receiving dental assessments, the number of beneficiaries who received services and the type of services provided. The information satisfying the above shall be included in the Provider's quarterly Covered Services Report.

#### **C.3.2.2 Beneficiary Customer Service**

The Provider shall provide, at a minimum, the following Beneficiary customer services:

##### **C.3.2.2.1 Beneficiary Helpline**

The Provider shall maintain and operate a toll free Beneficiary Helpline assist with and promote the communication and exchange of relevant information. The Provider's Beneficiary Helpline shall, at a minimum, provide or include the following:

- a. Hours of operation from 8:00 a.m. to 5:00 p.m., local time, Monday through Friday, excluding District Holidays (Applicable Document #5);
- b. Ensure that calls received after hours of operation, weekends, and District Holidays (Applicable Document #5) the Beneficiaries Helpline is answered by an automated system that provides callers with operating hours and what to do in an emergency. All recordings shall be in English, Spanish
- c. Adequate number of staff knowledgeable of and trained in the following:
  1. Customer service to ensure Beneficiaries are treated with dignity and maintain privacy standards
  2. Covered services
  3. Provider's Dental Provider Network
  4. Claim reporting and payment process
- d. Ensure Beneficiary Helpline services are provided in a culturally competent manner including the use of the following:
  1. Language line to appropriately handle calls from non-English speaking Beneficiaries and callers
  2. TTY Relay service for those beneficiaries who are deaf or hard-of-hearing.

- e. Ensure the Provider's Beneficiary Helpline successfully attains and maintains the following performance standards related to Beneficiary Helpline promptness and quality:
  - 1. 99% of all calls answered within 20 seconds of the first ring;
  - 2. A call abandonment rate of 7% or less on a daily basis;
  - 3. Search for enrollment information by a variety of fields;
  - 4. Determine eligibility status in accordance with Attachment J.16;
  - 5. Answer questions about the dental claims process and confirm the status of a pending claim; and
  - 6. Answer questions from dentists about potential enrollment in the Provider's Dental Provider Network and facilitate the enrollment process.
- f. The Provider shall not impose maximum call duration limits but shall allow calls to be of a length to ensure adequate information is obtained and provided to the Beneficiary.

#### **C.3.2.2.1.1 Beneficiary Help Line Reporting**

The Provider shall conduct ongoing call quality assurance through monitoring of its performance regarding the Beneficiary Helpline standards and submit performance reports summarizing call center performance for the Beneficiary Helpline. The Provider shall develop and submit a monthly Provider Helpline Report that documents at a minimum the following:

- a. Date and time of the call;
- b. Name of Provider's Helpline staff answering the call;
- c. Callers first and last name and relationship to the Beneficiary;
- d. Beneficiary's first and last name;
- e. Beneficiary's or caller's telephone number, if available;
- f. The nature of the call;
- g. Disposition of request, and
- h. General comments.

#### **C.3.2.2.1.2 Complaints, Grievances, and Appeals**

The Provider shall develop, implement and maintain a system for tracking and resolving Beneficiary complaints and appeals regarding its services, processes, procedures, and staff. The Provider shall respond fully and completely to each complaint and establish a tracking mechanism to document the status and final disposition of each appeal. Beneficiary complaints and appeals shall be subject to disposition consistent with applicable insurance law or regulations. The Provider shall resolve at a minimum ninety-eight percent (98%) of Beneficiary complaints

and appeals shall be resolved within thirty calendar (30) days.

#### **C.3.2.2.1.2.1 Complaints, Grievances, and Appeals Tracking Report**

The Provider shall provide a monthly report of the complaints, grievances, and appeals reported by Beneficiaries. The Complaints, Grievances, and Appeals Tracking Report shall include at a minimum:

- a. Date reported;
- b. Description of the complaint, grievances, and appeals;
- c. Measures taken to resolve the issue;
- d. Resolution; and
- e. Date notification of resolution was provided to the Beneficiary.

#### **C.3.2.2.2 Beneficiary Correspondence**

The Provider shall process all incoming Beneficiary correspondence in a timely and responsive manner.

#### **C.3.2.3 Beneficiary Written Materials**

The Provider shall design, print and distribute the following Beneficiary written materials in accordance with Language Access Act of 2004 (Act A15-414) D.C. Law 15-167 (Attachment J.14) and ensure all beneficiary materials are accessible to Beneficiaries who are visually impaired.

##### **C.3.2.3.1 Informational/Introductory Brochure**

The Provider shall develop a Beneficiary informational/introductory brochure to inform Beneficiaries of the dental services available. The Broker shall develop and produce the initial notification including mailing labels and postage. The Beneficiary Informational/Introductory Brochure shall require the review and approval of the District and shall include at a minimum the following:

- a. The availability of Dental services;
- b. A description of Dental services;
- c. The Provider' s
  1. Name
  2. Location of central business office and hours of operation
  3. Telephone and Fax numbers
  4. Internet website address
- d. The Beneficiary' s procedure for accessing dental services;

### **C.3.2.3.2 Beneficiary Handbook**

The Provider shall develop and maintain a Beneficiary Handbook that provides Beneficiaries at a minimum the following:

- a. The availability of Dental services;
- b. The Provider's Administrative Information;
  1. Office Hours
  2. Location of central business office and hours of operation;
  3. Phone Number
  4. Fax Number
  5. E-mail address
  6. Internet website address
- c. Accessibility Standards;
- d. Eligibility Verification;
- e. Prior Authorization;
  1. Services
  2. Policies and Procedures
  3. Forms and Documentation
- f. Beneficiary Services;
  1. Covered Services
  2. Related Services
    - i. Translation and Interpretation
    - ii. Transportation
    - iii. Health Education
  3. Beneficiary Helpline
  4. Beneficiary Written Materials Available
    - i. Summary Plan Description
    - ii. Beneficiary Handbook
  5. Claims Processing Process and Forms
  6. Complaints, Grievances, and Appeals

### **C.3.2.4 Outreach Activities**

The Provider shall engage in community-based outreach strategies including health fairs, school programs, Head Start and Women Infant and Children's

(WIC) nutritional programs, faith-based organizations, ethnic/cultural organizations, and public awareness campaigns including common non-English language translations.

#### **C.3.2.4.1 Outreach Activities Summary Report**

The Provider shall submit an Outreach Activities Summary Report at the conclusion of each outreach event. The Outreach Activities Summary Report shall provide a description of the event, overall success of the event, number of individuals contacted or reached.

#### **C.3.2.5 Health Education**

The Provider shall ensure that all providers provide oral health education materials on subjects such as Early Childhood Caries (ECC), schedule of preventive visits, flossing, brushing, and other relevant topics to all Beneficiaries.

#### **C.3.2.6 Scheduling Appointments and Transportation Assistance**

**C.3.2.6.1** The Provider shall provide Beneficiaries assistance with scheduling appointments and transportation assistance as requested. The Provider shall maintain a record of the scheduling and transportation services provided Beneficiaries.

#### **C.3.2.7 Translation and Interpreter Services**

The Provider shall provide translation and interpreter services in accordance with the Language Access Act of 2004 (Act A15-414) D.C. Law 15-167 (Attachment J.14) for Beneficiaries as requested. The Provider shall maintain a record of the translation and interpreter services provided Beneficiaries.

#### **C.3.3 Administrative and Technical Support Services**

The Provider shall provide, at a minimum, the following administrative and technical support services:

##### **C.3.3.1 Staffing and Organization**

The Provider shall provide staff with the requisite expertise and experience to successfully manage and deliver the required services including at a minimum, the following:

##### **C.3.3.1.1 Key Personnel**

The Provider shall maintain the following Key Personnel:

- a. Executive Director;

- b. Dental Director - Licensed Dentist in DC; located at the Providers DC office
- c. Beneficiary Services Manager - located at the Providers DC office
- d. Management Information Systems Manager;
- e. Claims Processing Manager,
- f. Dental Provider Network Development/Management Manager;
- g. Benefit Administration and Utilization and Care Management Manager;
- h. Quality Assurance/ Quality Improvement Manager;
- i. Financial Functions Manager; and
- j. Reporting Manager.

**C.3.3.1.1.1** The Provider shall provide and maintain at a minimum the following for each of the Provider's Key Personnel described in C.3.3.1.1:

- a. A job description with required qualifications for the position;
- b. Performance evaluation criteria;
- c. A current resume ;
- d. Required licensing and certifications, as applicable;
- e. Indicate the portion of each person's time the Provider anticipates shall be dedicated to the fulfillment of the required services described in the agreement.

**C.3.3.1.1.2 Staff Credentialing**

The Provider shall develop and provide staff credentialing policies and procedures. The Staff Credentialing Policies and Procedures shall, at a minimum, provide for the verification of staff credentials and the selection and use of a credentialing committee to address all aspects of the credentialing process.

**C.3.3.1.2 Other Staff**

The Provider shall also provide staff to perform required services required including but not limited to the Provider and Beneficiary Helpline, claims processing, reports, complaints, appeals, and grievances, Beneficiary services, outreach, fraud, waste, and abuse and MIS system support.

**C.3.3.1.3 Organization**

The Provider shall provide and maintain an organizational chart depicting the lines of authority and accountability within the Provider's organization for the delivery of the required services. The organizational chart shall identify the name and position title each Key Personnel identified in C.3.3.1.1 above as well as all

other Provider staff to perform under the Agreement.

### **C.3.3.2 Facility Requirements**

The Provider shall maintain a central office located in the District of Columbia. The Provider's central office shall house the Dental Director and the Beneficiary Services Manager and shall meet all applicable federal, state, and local regulations for their intended use throughout the duration of this Agreement. The Provider shall keep current all required permits and licenses for the facilities.

### **C.3.3.3 Quality Assurance and Quality Improvement (QA/QI)**

The Provider shall maintain a Quality Assurance and Quality Improvement (QA/QI) program that includes a planned systematic continual approach to improving clinical and non-clinical processes and outcomes. The Provider's QA/QI program shall at a minimum include or address the following:

- a. Designation of a senior level executive responsible for the QA/QI Program;
- b. Substantial and continual involvement and input from the Dental Director;
- c. Include the Provider's entire organization with clear lines of accountability for the QA/QI program;
- d. Defined set of functions, roles, and responsibilities for the oversight of QA/QI activities assigned to appropriate staff;
- e. Routinely include Beneficiary and Dental Provider feedback and input;
- f. Establishment of annual goals, objectives, and desired outcomes with appropriate performance measures and performance indicators to assess the Provider's attainment of the goals, objectives, and outcomes;
- g. Includes an annual Beneficiary and Dental Provider Customer Satisfaction Survey, producing qualitative and quantitative data to contribute to the QA/QI program and the continuous improvement initiatives;
- h. Creation and utilization of a quality committee composed of Network providers, Beneficiaries, community advocates, and Provider staff representation; and
- i. Process used to identify quality of care studies with examples of such studies including corrective action plans that may have been put in place to correct any identified issues.

### **C.3.3.4 Fraud Waste and Abuse**

The Provider shall adhere to all state and federal laws and regulations relating to

Waste, Abuse, and Fraud in health care and the program. The Provider shall at a minimum:

- a. Cooperate and assist MAA and any District or federal agency charged with the duty of identifying, investigating, sanctioning or prosecuting suspected Waste, Abuse, and Fraud;
- b. Provide within 24 hours of the request originals and/or copies of all records and information requested, allow access to premises, and provide records to the Inspector General for the District or its authorized agent(s), the Centered for Medicare and Medicaid Services (CMS), the U.S. Department of Health and Human Services (DHHS), Federal Bureau of Investigation, or other units of state government. The Provider shall provide all copies of records free of charge; and
- c. The Provider shall designate executive and essential personnel including Provider staff persons who supervise staff in the following areas: data collection, Dental Provider recruitment and enrollment or disenrollment, claims processing, utilization review, appeals or grievances, quality assurance and marketing, and who are directly involved in the decision-making and administration of the Waste, Abuse, and Fraud detection program within the Provider to attend mandatory training in Waste, Abuse, and Fraud detection, prevention and reporting. The Provider shall submit a Certification of completion for each Provider staff completing the Fraud Waste and Abuse training.

#### **C.3.3.4.1 Waste, Fraud, and Abuse Compliance Plan**

The Provider shall submit a written Waste, Fraud, and Abuse Compliance Plan to MAA. The plan shall ensure that all officers, directors, managers and employees know and understand the provisions of the Provider's Waste, Abuse, and Fraud compliance plan. The plan shall include the name, address, telephone number, electronic mail address, and fax number of the individual(s) responsible for carrying out the plan. A Provider's failure to report potential or suspected Waste, Abuse, and Fraud may result in sanctions, cancellation of the Agreement, and exclusion from participation in the Dental Services Program.

#### **C.3.3.5 Management Information Systems (MIS)**

The Provider shall maintain a management information system (MIS) that supports all functions of the Provider's processes and procedures related to the delivery of the required services. The Provider shall, at a minimum, ensure the Provider's MIS system contains the following capacity, capability:

- a. Hardware and software necessary to support the Provider's operations;
- b. Administer the program requirements, including the timely submission of data as required by MAA.

- c. Maintain compliance at all times with HIPAA regulations; provide annual certification of MIS compliance with HIPAA;
- d. Process and pay Network providers;
- e. Document utilization;
- f. Generate reports;
- g. System capable of adapting to changes in business practices and policies within 90 days of notification by MAA;
- h. Support and facilitate data transmission requirements as stipulated in the Agreement.

#### **C.3.3.5.1 Disaster Recovery Plan**

The Provider shall develop and provide the COTR on an annual basis a disaster recovery plan. The Disaster Recovery Plan shall, at a minimum, detail procedures for the security and safeguarding of documents and data files, including complete control over the loss, misuse, or dissemination of confidential information to unauthorized personnel.

#### **C.3.3.6 Claims Processing and Payments**

The Provider shall maintain accounting records for all claim payments, refunds and adjustments of payments to providers and any administrative fees paid to subcontractors for services under this Agreement for a period of four years.

**C.3.3.6.1** The Provider shall process and pay claims for services provided to Beneficiaries by all qualified Network providers participating in the Provider's Network. The Provider shall administer an effective, accurate, and efficient claims payment process.

**C.3.3.6.2** Process claims and pay benefits provided to beneficiaries for whom the Dental Vendor is paid a premium up to the maximum benefit amounts allowed.

**C.3.3.6.3** Process and pay claims to all enrolled Network providers according to the rates as stated in the list of procedures and reimbursement rates document.

**C.3.3.6.4** Return claims submitted in error to the Dental Provider with an explanation of why the claim was returned.

**C.3.3.6.5** Not pay any claim submitted by a Dental Provider excluded or suspended from the Medicaid program for Waste, Abuse, and Fraud. The Provider shall not pay any claim submitted by a Dental Provider that is on payment hold under the authority of MAA or its authorized agent(s), or who has pending accounts receivable with MAA or its authorized agent(s).

**C.3.3.6.6** Process, adjudicate, and finalize eighty-five percent (85%) of all clean claims to a

paid or denied status within fourteen calendar (14) days of the date the Provider receives the claim and adjudicate not less than ninety-eight percent (98%) of all clean claims within thirty calendar (30) days of receipt.

**C.3.3.6.7** The Provider shall process, and finalize, all appealed claims to a paid or denied status within thirty calendar (30) days of receipt of the appeal. The Provider shall finalize all claims, including appealed claims, within twenty-four months (24) of the date of service.

**C.3.3.6.8** The Provider shall inform Network providers about the information required to submit a claim within thirty (30) calendar days of Agreement award or new provider start date and as a provision within the Dental Provider contract. The Provider shall make available to Network providers claims coding and processing guidelines and the Provider shall provide Network providers a minimum of sixty (60) calendar days notice before the Provider's implementation of changes to claims guidelines.

**C.3.3.6.9** Dental claims will be paid on a fee-for-service basis with payments to any qualified, participating Network provider and will be based on current Medicaid rates and allowable procedure codes.

**C.3.3.6.10** Providers shall be sent a written notice for each claim that is denied, including the reason(s) for the denial, the date the claim was received by the Provider and the information required from the provider to appeal or re-submit the claim

**C.3.3.6.11** The Provider shall provide documentation regarding how it prohibits balance billing of patients. The dentists in the Provider network shall accept Medicaid payment as payment in full. Therefore, the Network dental providers serving Medicaid beneficiaries under this solicitation shall not charge the beneficiary for services covered under the Medicaid State Plan.

**C.3.3.6.12** The Provider shall have a claims processing and management information system sufficient to support Network provider payments and Provider data reporting requirements as described in C.3.3.10.

**C.3.3.6.2 Quarterly Claims Lag Report**

The Provider shall develop and submit a Quarterly Claims Lag Report. The Provider's Quarterly Claims Lag Report shall, by the last day of the month following the reporting period, disclose the amount of monthly paid claims by incurred month. The report shall be separated by categories of service, including diagnostic and preventive services, age group and therapeutic services. The report shall also include total claims incurred and paid by month.

### **C.3.3.7 Appeals, Grievances, and Complaints**

The Provider shall provide, at a minimum, the following to address Beneficiaries appeals, grievances, and complaints

#### **C.3.3.7.1 Appeals, Grievance and Complaint Policies and Procedures**

The Provider shall develop and provide written Appeals, Grievance and Complaint Policies and Procedures to be used for the resolution of complaints and grievances from Beneficiaries and Beneficiaries' family members and from the Network providers in the network. The Providers' Appeals, Grievance and Complaint Policies and Procedures shall, at a minimum, address or require the following:

- a. Acknowledgement of receipt of the appeal, grievance, or complaint;
- b. Develop, implement and maintain a system for tracking and resolving Beneficiary complaints and appeals regarding its services, processes, procedures, and staff. Tracking of each appeal, grievance, or complaint from the initial notification through resolution;
- c. Documentation and record of the complete and final response for each appeal, grievance, or complaint;
- d. 98% of Beneficiary complaints and appeals shall be completely resolved in accordance with applicable insurance law or regulations within thirty (30) calendar days; and
- e. Forwarding of administrative reviews to MAA through the COTR within 10 business days of the request for administrative review

#### **C.3.3.7.2 Appeals, Grievance and Complaint Reporting**

The Provider shall utilize the appeals, grievances, and complaints tracking system described above in C.3.3.7 b to submit a monthly Appeals, Grievance, and Complaint Report to delineate the number of beneficiary complaints by reason, the number of Dental Provider complaints with identification of complaint that progressed to grievance.

#### **C.3.3.8 Web Site**

The Provider shall maintain a web site to facilitate the dissemination and access of information electronically to Beneficiaries and Network providers. The Provider's web site shall at a minimum provide or contain the following:

- a. A distinct and easily recognizable section dedicated exclusively to the District and the delivery of the oral health care services discussed in this Agreement;
- b. Provider and Beneficiary written materials;

- c. Electronic version of forms and other data and information for Beneficiaries and providers;
- d. Maintain compliance with the Language Access and Cultural Competency requirements described in Attachment J.14.

### **C.3.3.9 Annual Experience Accounting Report**

The Provider shall provide an annual financial accounting of the experience of dental services provided under the Agreement within 90 days of the end of each contract year. The Annual Experience Accounting Report shall include paid claims and administrative costs. In addition, the Provider shall provide MAA with such other experience data and accounting information to accurately estimate the aggregate costs of the dental benefit. This information shall be provided in a format to be specified by MAA in consultation with the Provider.

### **C.3.3.10 Meeting Requirements**

The Provider shall ensure the appropriate Provider staff attend and facilitate as applicable the following meetings:

- a. Program Meeting - Monthly with the COTR and other DOH MAA staff to discuss the dental services program.
- b. Staff Credentialing Committee – Meetings as needed to address staff credentialing process
- c. Quality Committee – Monthly meetings to discuss the QA/QI initiatives, improvements, and correction of identified areas of concern or deficiencies.

### **C.3.3.11 Reporting Requirements**

The Provider shall provide the following documents and reports in accordance with the Agreement Deliverables described in F.5.

- a. Dental Provider Network Reports
  - 1. Dental Provider Network List as described in C.3.1.1.1
  - 2. Dental Provider Network List Updates as described in C.3.1.1.1.1
  - 3. Accessibility Standards as described in C.3.1.1.2.1
  - 4. Prior Authorization Services Required List as described in C.3.1.2.3.1.1
  - 5. Prior Authorization Policies and Procedures as described in C.3.1.2.3.1.2
  - 6. Prior Authorization Documentation as described in C.3.1.2.3.1.3
  - 7. City-Wide Provider Recruitment Events List as described in

- C.3.1.3.1
- 8. City-Wide Provider Recruitment Summary Reports as described in C.3.1.3.1.1
- 9. Provider Helpline Reports as described in C.3.1.4.1.1
- 10. Provider Manual as described in C.3.1.4.2.1
- 11. Provider Directory as described in C.3.1.4.2.2
- b. Beneficiary Reports
  - 1. Children Covered Services Reporting as described in C.3.2.1.1.1
  - 2. Adult Covered Services Reporting as described in C.3.2.1.2.1
  - 3. Beneficiary Help Line Reporting as described in C.3.2.2.1.1
  - 4. Complaints, Grievances, and Appeals Tracking Report as described in C.3.2.2.1.2.1
  - 5. Beneficiary Informational/ Introductory Brochure as described in C.3.2.3.1
  - 6. Beneficiary Handbook as described in C.3.2.3.2
  - 7. Outreach Activities Summary Report as described in C.3.2.4.1
- c. Administrative and Technical Support Services Reports
  - 1. Organizational Chart as described in C.3.3.1.1
  - 2. Quality Assurance and Quality Improvement (QA/QI) program as described in C.3.3.3
  - 3. Beneficiary and Dental Provider Customer Satisfaction Survey as described in C.3.3.3 g
  - 4. Fraud, Waste and Abuse Training Certification of Completion as described in C.3.3.4 c
  - 5. Waste, Fraud, and Abuse Compliance Plan as described in C.3.3.4.1
  - 6. Management Information Systems (MIS) HIPAA Certification as described in C.3.3.5 c
  - 7. Disaster Recovery Plan as described in C.3.3.5.1
  - 8. Quarterly Claims Lag Report as described in C.3.3.6.2
  - 9. Appeals, Grievance and Complaint Policies and Procedures as described in C.3.3.7.1
  - 10. Appeals, Grievance and Complaint Reporting as described in C.3.3.7.2
  - 11. Annual Experience Accounting Report as described in C.3.3.9
- d. Ad hoc Reports - The Provider shall produce ad hoc reports based on

MAA request. If the requested information is not currently available or easily modified from existing data, the Provider and MAA may mutually agree on an alternative.

**C.3.3.12 Implementation – Project Work Plan**

The Provider shall provide a detailed work plan describing the steps to be taken to fully implement the required services as described in C.3. The Provider's Implementation – Project Work Plan shall not exceed thirty (30) days and include, at a minimum, a Project Work Breakdown Structure or similar format detailing the significant events, critical path analysis, overall timeline, and the party(s) responsible for the completion of the task or event.

**C.3.3.13 Takeover Plan**

The Provider shall develop and implement, as applicable, an approved Turnover Plan covering the possible turnover of the records and information maintained to either MAA through the COTR or a successor Provider. The Turnover Plan shall be a comprehensive document detailing the proposed schedule, activities, and resource requirements associated with the turnover tasks. The Turnover Plan shall be approved by MAA and shall be provided four (4) months prior to the expiration of the Agreement

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**SECTION D  
PACKAGING AND MARKING**

This section is not applicable to this procurement.

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**SECTION E**  
**INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for the Contract shall be governed by Clause Number Six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007 (Attachment J.17).

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**SECTION F**  
**DELIVERY OR PERFORMANCE**

**F.1 TERM OF HUMAN CARE AGREEMENT**

The term of the Agreement shall be for a period of one (1) year from the date of award.

**F.2 OPTION TO EXTEND THE TERM OF THE HUMAN CARE AGREEMENT**

**F.2.1** The District may extend the term of the Agreement for a period of four (4), one-year option periods, or successive fractions thereof, by written notice to the Provider before the expiration of the Agreement; provided that the District will give the Provider a preliminary written notice of its intent to extend at least thirty (30) days before the contact 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 Provider may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the Agreement.

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

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

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

**F.3 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE**

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Agreement.

**F.4 COMPREHENSIVE REPORTING REQUIREMENTS**

**F.4.1** The Provider shall submit the deliverables described below in F.5 to the COTR according to the following timelines, unless otherwise specified in this Agreement:

- a. Monthly reports shall be submitted by the twentieth (20<sup>th</sup>) of the following month;
- b. Quarterly Reports shall be submitted within thirty (30) days following the end of the preceding quarter.
- c. Annual reports shall be submitted within ninety (90) days prior to the (12<sup>th</sup>) twelfth month after the effective date of the Agreement; and
- d. Ad Hoc Reports shall be submitted within three (3) working days after the date of request, unless otherwise specified by the COTR.

**F.4.2** The Provider shall prominently mark reports that contain information about individuals that are protected by privacy laws as “CONFIDENTIAL”. The Provider shall submit these reports in a fashion that ensures that unauthorized individuals do not have access to the information. The Provider shall not make such reports available to the public, unless requested by the MAA or required by Federal or District law.

**F.5 DELIVERABLES**

The Provider shall perform its tasks and provide and an electronic copy and six (6) hard copies of all Deliverables to the COTR in accordance with the following:

<b>NUMBER</b>	<b>DELIVERABLE NAME</b>	<b>DUE DATE</b>
<b>1</b>	<b>Dental Provider Network List</b> as described in C.3.1.1.1	Within 5 days of Agreement award; Updates as needed
<b>2</b>	<b>Dental Provider Network List Updates</b> as described in C.3.1.1.1	Quarterly; Annually
<b>3</b>	<b>Accessibility Standards</b> as described in C.3.1.1.2.1	Within 5 days of Agreement award; Updates as needed

<b>NUMBER</b>	<b>DELIVERABLE NAME</b>	<b>DUE DATE</b>
4	<b>Prior Authorization Services Required List</b> as described in C.3.1.2.3.1.1	Within 5 days of Agreement award; Updates as needed
5	<b>Prior Authorization Policies and Procedures</b> as described in C.3.1.2.3.1.2	Within 5 days of Agreement award; Updates as needed
6	<b>Prior Authorization Documentation</b> as described in C.3.1.2.3.1.3	Quarterly; Annually
7	<b>City-Wide Provider Recruitment Events List</b> as described in C.3.1.3.1	Within 5 days of Agreement award; Updates as needed
8	<b>City-Wide Provider Recruitment Summary Reports</b> as described in C.3.1.3.1.1	Within 5 days of completion of the Recruitment event
9	<b>Provider Helpline Reports</b> as described in C.3.1.4.1.1	Monthly; Annually
10	<b>Provider Manual</b> as described in C.3.1.4.2.1	Within 5 days of Agreement award; Updates as needed
11	<b>Provider Directory</b> as described in C.3.1.4.2.2	Quarterly; Annually
12	<b>Children Covered Services Reporting</b> as described in C.3.2.1.1.1	Monthly; Annually
13	<b>Adult Covered Services Reporting</b> as described in C.3.2.1.2.1	Monthly; Annually
14	<b>Beneficiary Help Line Reporting</b> as described in C.3.2.2.1.1	Monthly; Annually
15	<b>Complaints, Grievances, and Appeals Tracking Report</b> as described in C.3.2.2.1.2.1	Monthly; Annually
16	<b>Beneficiary Informational/ Introductory Brochure</b> as described in C.3.2.3.1	Within 5 days of Agreement award; Updates as needed
17	<b>Beneficiary Handbook</b> as described in C.3.2.3.2	Within 5 days of Agreement award; Updates as needed

NUMBER	DELIVERABLE NAME	DUE DATE
18	<b>Outreach Activities Summary Report</b> as described in C.3.2.4.1	Within 5 days of completion of the Outreach Activity
19	<b>Organizational Chart</b> as described in C.3.3.1.1	Within 5 days of Agreement award; Updates as needed
20	<b>Quality Assurance and Quality Improvement (QAQI) program</b> as described in C.3.3.3	Within 5 days of Agreement award
21	<b>Beneficiary and Dental Provider Customer Satisfaction Survey</b> as described in C.3.3.3 g	Annually
22	<b>Fraud, Waste and Abuse Training Certification of Completion</b> as described in C.3.3.4 c	Within 5 days of completion of training; all training completed within 30 days of Agreement award
23	<b>Waste, Fraud, and Abuse Compliance Plan</b> as described in C.3.3.4.1	Within 5 days of Agreement award
24	<b>Management Information Systems (MIS) HIPAA Certification</b> as described in C.3.3.5 c	Within 5 days of Agreement award
25	<b>Disaster Recovery Plan</b> as described in C.3.3.5.1	Annually - 90 days prior to the end of contract's period of performance
26	<b>Quarterly Claims Lag Report</b> as described in C.3.3.6.2	Quarterly; Annually
27	<b>Appeals, Grievance and Complaint Policies and Procedures</b> as described in C.3.3.7.1	Within 5 days of Agreement award
28	<b>Appeals, Grievance and Complaint Reporting</b> as described in C.3.3.7.2	Monthly
29	<b>Annual Experience Accounting Report</b> as described in C.3.3.9	Annually - 90 days prior to the end of contract's period of performance
30	<b>Implementation - Project Work Plan</b> as described in C.3.3.12	Within 5 days of Agreement award
31	<b>Takeover Plan</b> as described in C.3.3.13	Four months prior to the expiration of the Agreement

NUMBER	DELIVERABLE NAME	DUE DATE
32	Technical Proposal – Electronic version as described in L.21	Within 5 days of Agreement award

**F.5.1 FIRST SOURCE INSTRUCTION**

Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverable, final payment to the Provider will not be paid.

**F.6 Notice of Disapproval**

**F.6.1** The COTR will provide written notice of disapproval of a Deliverable to the Provider within fourteen (14) days of submission if it is disapproved.

**F.6.2** The notice of disapproval will state the reasons for disapproval as specifically as is reasonably necessary and the nature and extent of the corrections required for meeting the Agreement requirements.

**F.7 Resubmission with Corrections**

The Provider shall make the corrections and resubmit the Deliverable within fourteen (14) business days after receipt of a notice of disapproval,

**F.8 Notice of Approval/Disapproval of Resubmission**

MAA through the COTR will within thirty (30) business days following resubmission of any disapproved Deliverable, the MAA Contract Administrator shall give written notice to the Provider of the Medical Assistance Administration’s approval, conditional approval or disapproval.

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**SECTION G**  
**HUMAN CARE AGREEMENT ADMINISTRATION DATA**

**G.1 INVOICE PAYMENT**

**G.1.1** The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this Agreement, for services performed and accepted, less any discounts, allowances or adjustments provided for in this Agreement. All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Section B.2, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

**G.1.1.2** The District will pay the Provider on or before the 30<sup>th</sup> day after receiving a proper invoice from the Provider.

**G.2 INVOICE SUBMITTAL**

**G.2.1** The Provider shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), MAA with duplicate copies to the Contracting Officer's Technical Representative (COTR), specified in G.9.2. The name and address, and telephone number for the CFO is:

Ganayswaran Nathan, CFO  
Medical Assistance Administration  
825 North Capitol Street NE  
5<sup>th</sup> Floor  
Washington, DC 20002  
(202) 442-5988

**G.2.2** The Provider shall submit the following information on the invoice:

**G.2.2.1** Provider's name, Federal Tax ID, DUNS number and invoice date (the Provider shall date invoices on the date of mailing or transmittal);

**G.2.2.2** Human Care Agreement number, and Task Order Number;

**G.2.2.3** Description, price, quantity and the date that the supplies/services were actually delivered and/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, mailing address and phone number of the person preparing the invoice;

**G.2.2.7** Name, title, phone number and mailing address of the person 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 Requirement and First Source Employment Agreement, final request for payment shall be accompanied by the report or a waiver of compliance discussed in Section H.5.5.2.

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

**G.4 METHOD OF PAYMENT**

**G.4.1** Dental claims are paid on a fee-for-service basis with payments made to qualified, participating dentist based on the current Medicaid rates and allowable procedure codes

**G.4.2 ELECTRONIC PAYMENTS**

The District reserves the option to make payments to the Provider by wire or NACHA transfer and shall provide the Provider at least thirty (30) days notice prior to the effective date of any such change. Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer, nor indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Provider.

**G.5 ASSIGNMENTS**

**G.5.1** In accordance with 27 DCMR 3250, unless otherwise prohibited by the Agreement, the Provider may assign funds due or to become due as a result of the performance of the Agreement to a bank, trust company, or other financing institution.

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

**G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in this Agreement, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice shall refer to the assignment and shall show that payment of the invoice is to be made directly to the assignee as follows:

Pursuant to the instrument of assignment date \_\_\_\_\_, make payment of this invoice to \_\_\_\_\_ (name and address of assignee).

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 INTEREST PENALTIES TO PROVIDERS**

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

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

**G.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 Provider shall take one of the following actions within 7 days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under a contract:

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

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

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

**G.6.2.3** Any amount of an interest penalty which remains unpaid by the Provider 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 Provider 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.7 AUTHORITY OF CONTRACTING OFFICER**

### **G.7.1 CONTRACTING OFFICER**

**G.7.1.1** Agreements and contracts may be entered into and signed on behalf of the District Government only by Contracting Officers.

**G.7.1.2** The address and telephone number of the Contracting Officer for this Agreement is:

James H. Marshall  
Office of Contracting and Procurement  
441 – 4<sup>th</sup> Street, NW Room 700 South  
Washington, DC 20001  
Phone (202) 724-4197  
Fax (202) 727-0245  
E-Mail [jim.marshall@dc.gov](mailto:jim.marshall@dc.gov)

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

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this Agreement, notwithstanding provisions contained elsewhere in this Agreement.

**G.8.2** The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this Agreement, unless issued in writing and signed by the Contracting Officer, or pursuant to specific authority otherwise included as part of this Agreement.

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

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

**G.9.1** The Contracting Officers Technical Representative (COTR) will have the responsibility of ensuring the work conforms to the requirements of the Agreement and such other responsibilities and authorities as may be specified in the Agreement. These include:

**G.9.1.1** Keeping the Contracting Officer (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 Agreement;

**G.9.1.2** Coordinating site entry for Provider personnel, if applicable;

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Provider'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 invoices/vouchers.

**G.9.2** The address and telephone number of the Contracting Officer Technical Representative (COTR) is:

Bette Wolfe  
Chief,  
Department of Health  
Medical Assistance Administration  
825 North Capitol Street, NE  
Washington, DC 20001  
202 442-9076

- G.9.3** It is understood and agreed, in particular, that the COTR shall NOT have the authority to:
- G.9.3.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;
- G.9.3.2** Grant deviations from or waive any of the terms and conditions of the Agreement;
- G.9.3.3** Increase the dollar limit of the Agreement or authorize work beyond the dollar limit of the Agreement, or authorize the expenditure of funds by the Provider;
- G.9.3.4** Change the period of performance; or
- G.9.3.5** Authorize the furnishing of District property, except as specified under the Agreement.
- G.9.4** The Provider may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10 CORRECTIVE ACTION**

- G.10.1** In addition to its rights under the Default Clause under the Standard Contract Clauses in Attachment J.17, if the District determines that the Provider has failed to comply with terms of the Agreement or has violated applicable Federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District. The Provider shall complete all steps necessary to correct the identified violation. Upon the Provider's failure to comply with an approved corrective action plan the District may withhold of up to ten (10%) percent of the Provider's monthly payment when the District has determined that the Provider has failed to perform according to the corrective action plan and Sanctions have been previously imposed.

**G.11 RIGHT TO WITHHOLD PAYMENT**

- G.11.1** The District reserves the right to withhold or recoup funds from the Provider in accordance with any remedies allowed under the Agreement or any policies and procedures.

**G.12 ORDERING CLAUSE**

- a. Any supplies and services to be furnished under the Agreement shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued monthly, quarterly, or annually as

services are required during the term of the Agreement.

- b. All delivery orders are subject to the terms and conditions of this Agreement. In the event of a conflict between a delivery order and the Agreement, the Agreement shall control.
- c. If mailed, a delivery order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

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## **SECTION H SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS**

### **H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES**

**H.1.1** For all new employment resulting from this Agreement or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider 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 Provider shall negotiate an Employment Agreement with the DOES for jobs created as a result of this Agreement. The DOES shall be the Provider's first source of referral for qualified applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

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

The Provider shall be bound by the Wage Determination No. 2005-2103 Rev. No 4, dated July 5, 2007 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.18 of this solicitation. The Provider shall be bound by the wage rates for the term of the Agreement. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

#### **H.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 Agreement with a private Provider to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the Agreement is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the COTR designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the Agreement, the COTR will forward a copy to the Provider. In either event, the Provider 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 Provider 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 Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code, sec. 2-219.01 et seq. (“First Source Act”).

**H.5.2** The Provider shall enter into and maintain, during the term of the Agreement, a First Source Employment Agreement, (Section J.20) in which the Provider shall agree that:

- a. The first source for finding employees to fill all jobs created in order to perform this Agreement shall be the Department of Employment Services (“DOES”); and
- b. 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 Provider shall submit to DOES, no later than the 10th each month following execution of the Agreement, a First Source Agreement Contract Compliance Report (“contract compliance report”) verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- a. Number of employees needed;
- b. Number of current employees transferred;
- c. Number of new job openings created;

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

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

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

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
- c. Material supporting a good faith effort to comply;
- d. Referrals provided by DOES and other referral sources;
- e. Advertisement of job openings listed with DOES and other referral sources; and
- f. Any documentation supporting the waiver request pursuant to section H.5.6.

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

- a. A good faith effort to comply is demonstrated by the Provider;
- b. The Provider is located outside the Washington Standard Metropolitan Statistical Area and none of the Agreement 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, Culpepper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- c. The Provider enters into a special workforce development training or placement arrangement with DOES; or
- d. 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 Agreement.

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

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the Agreement. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in the Agreement any decision of the Contracting Officer pursuant to this section H.5.8.

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

**H.6 PROTECTION OF PROPERTY**

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

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

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

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

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

**H.9 DIVERSION, REASSIGNMENT, AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the Agreement, Section C.3.3.1.1 are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Provider 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 Agreement. The Provider shall obtain written approval of the Contracting Officer for any proposed substitution of key personnel. Please insert the names of the key personnel below:

- a. Executive Director \_\_\_\_\_
- b. Dental Director \_\_\_\_\_
- c. Beneficiary Services Manager \_\_\_\_\_
- d. Management Information Systems Manager \_\_\_\_\_
- e. Claims Processing Manager \_\_\_\_\_
- f. Dental Provider Network Development/Management Manager \_\_\_\_\_
- g. Benefit Administration and Utilization and Care Management Manager \_\_\_\_\_
- h. Quality Improvement Manager \_\_\_\_\_
- i. Financial Functions Manager \_\_\_\_\_
- j. Reporting Manager \_\_\_\_\_

**H.10 OTHER CONTRACTORS**

**H.10.1** The Provider shall not commit or permit any act, which will interfere with the performance of work by another District Contractor or by any District employee.

**H.10.2** If another Contractor is awarded a future contract for performance of the required services, the Provider shall cooperate fully with the District and the new Provider in any transition activities, which the Contracting Officer deems necessary during the term of the Agreement.

**H.11 AUDITS AND RECORDS**

**H.11.1** As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

**H.11.2** **Cost or pricing data.** If the Provider has been required to submit cost

or pricing data in connection with any pricing action relating to this Agreement, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Provider's records, including computations and projections, related to:

- a. The proposal for the contract, subcontract, or modification;
- b. The discussions conducted on the proposal(s), including those
- c. related to negotiating;
- d. Pricing of the contract, subcontract, or modification; or
- e. Performance of the contract, subcontract or modification.

### **H.11.3 Comptroller General**

**H.11.3.1** The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Provider's directly pertinent records involving transactions related to this Agreement or a subcontract hereunder.

**H.11.3.2** This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

### **H.11.4 Reports**

If the Provider is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a. The effectiveness of the Provider's policies and procedures to produce data compatible with the objectives of these reports; and
- b. The data reported.

### **H.11.5 Availability**

The Provider shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.11.1 through H.11.6, for examination, audit, or reproduction, until 3 years after final payment under this Agreement or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this Agreement. In addition:

- a. If this Agreement is completely or partially terminated, the Provider shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and

- b. The Provider shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this Agreement until such appeals, litigation, or claims are finally resolved.

**H.11.6** The Provider shall insert a clause containing all the terms of this clause, including this section H.11.8, in all subcontracts under this Agreement that exceed the small purchase threshold of \$100,000, and

- a. That are cost-reimbursement, incentive, time-and- materials, labor hour, or price re-determinable type or any combination of these;
- b. For which cost or pricing data are required; or
- c. That requires the subcontractor to furnish reports as discussed in H.11.6 of this clause.

**H.12 PROHIBITED INFORMATION AND ACTIVITIES**

**H.12.1** In addition to its rights under the Default clause of the Standard Contract Provisions (Attachment J.17), sanctions may be imposed in accordance with Section G.10 if the District determines that the Provider has violated applicable Federal law as specified in Sections 1903(m)(5)(A) and 1932(e)(1) of the Social Security Act and 42 CFR 422.208-210, §438.700-702, and 45 CFR 92.36(i)(1), including:

**H.12.1.1** Acting to discriminate among Beneficiaries on the basis of their health status or need for health care services;

**H.12.1.2** Misrepresenting or falsifying information the Provider furnishes to CMS or the District;

**H.12.1.3** Misrepresenting or falsifying information that the Provider furnishes to an Beneficiary or health care provider;

**H.12.1.4** Distributing directly or indirectly though any agent or independent Provider, materials that have not been approved by the District or that contain false or materially misleading information;

**H.12.1.5** Violating any of the other applicable requirements of sections 1903(m) or 1932 of the Social Security Act and any implementing regulations; and

**H.12.1.6** Violating District of Columbia law; or regulations or court orders including but not limited to Salazar v The District of Columbia et.al.

**H.13 COPELAND “ANTI-KICKBACK” ACT (18 U.S.C. 874 AND 40 U.S.C. 276C)**

**H.13.1** In accordance with 45 CFR §74 Appendix A (2) (Applicable Document 6), all contracts and sub-grants related to any facility utilized under this Agreement in excess of \$2,000 for construction or repair awarded by the Provider and subcontractors shall include a provision complying with the Copeland “Anti-Kickback” Act, 18 U.S.C. 874, as supplemented by Department of Labor regulations, 29 CFR 3, “Providers and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States.”

**H.13.2** Each Provider and subcontractor shall be prohibited from inducing, by any means, any person employed in the construction, complete or repair of public work, to give up any part of the compensation to which he is otherwise entitled. The Provider or subcontractor shall report all suspected or reported violations to CMS.

**H.14 HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT**

**H.14.1 DEFINITIONS**

The following definitions shall apply to this Section H.14:

**H.14.1.1** Business Associate "Business Associate" shall mean Contractor.

**H.14.1.2** "Covered Entity" shall mean the District, Department of Health Medical Assistance Administration.

**H.14.1.3** Designated Record Set means:

**H.14.1.3.1** A group of records maintained by or for a Covered Entity that is:

**H.14.1.3.1.1** The medical records and billing records about individuals maintained by or for a covered health care provider;

**H.14.1.3.1.2** The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or,

**H.14.1.3.1.3** Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

**H.14.1.3.2** For purposes of this paragraph, the term record means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

**H.14.1.4** 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).

**H.14.1.5** "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.

**H.14.1.6** "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 C.F.R. § 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

**H.14.1.7** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.501.

**H.14.1.8** "Secretary" shall mean the Secretary of the Department of Health and Human Services or his/her designee.

**H.14.2 OBLIGATIONS AND ACTIVITIES OF BUSINESS ASSOCIATE**

**H.14.2.1** Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.

**H.14.2.2** Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

**H.14.2.3** Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

**H.14.2.4** Business Associate agrees to report to the Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

**H.14.2.5** Business Associate agrees to ensure that any Agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

**H.14.2.6** Business Associate agrees to provide access, at the request of the Covered Entity, and in the time and manner as provided by the Covered Entity, to Protected Health Information in a Designated Record Set, to the Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 C.F.R. § 164.524.

**H.14.2.7** Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R. § 164.526 at the request of Covered Entity or an Individual, and in the time and manner specified by the Covered Entity.

**H.14.2.8** Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner specified by the Covered Entity or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

**H.14.2.9** Business Associate agrees to document 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.

**H.14.2.10** Business Associate agrees to provide to the Covered Entity or an Individual, in time and manner specified by the Covered Entity, information collected in accordance with this Section H.14, 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.

**H.14.3 PERMITTED USES AND DISCLOSURES BY BUSINESS ASSOCIATE**

**H.14.3.1** Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract provided that such use or disclosure would not violate the Privacy Rule if done by the Covered Entity or the minimum necessary policies and procedures of the Covered Entity.

**H.14.3.2** Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

**H.14.3.3** Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provide that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been

breached.

**H.14.3.4** Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 42 C.F.R. § 164.504(e)(2)(i)(B).

**H.14.3.5** Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with §42 C.F.R. § 164.502(j)(1).

**H.15 WAY TO WORK AMENDMENT ACT OF 2006**

**H.15.1** Except as described in Section H.15.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006 (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.

**H.15.2** 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.15.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$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.15.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.15.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.25 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.24 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.15.6** 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 fifteen thousand dollars (\$15,000) or more under the Contract.

**H.15.7** 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.15.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.15.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - H.15.8.2** 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;
  - H.15.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - H.15.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - H.15.8.5** 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;
  - H.15.8.6** An employee under twenty-two (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 twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
  - H.15.8.7** 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;
  - H.15.8.8** Employees of nonprofit organizations that employ not more than fifty (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));
  - H.15.8.9** Medicaid provider agreements for direct care services to Medicaid Beneficiaries, 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
- H.15.9** 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.16 GENERAL SUBCONTRACT REQUIREMENTS**

### **H.16.1 Subcontracting**

**H.16.1.1** Provider shall ensure that all activities carried out by any subcontractor conform to the provisions of the Agreement and be clearly specified in the subcontract.

**H.16.1.1.1** The terms of any subcontracts involving the provision or administration of medical services shall be subject to MAA approval via the Contracting Officer prior to implementation or application.

**H.16.1.2** It is the responsibility of Provider to ensure its subcontractors are capable of meeting the reporting requirements under the Agreement and, if they cannot, Provider is not relieved of the reporting requirements.

**H.16.1.3** In accordance with 42 C.F.R. § 438.230, the District will ensure, through its contracts, that before any delegation to a subcontractor, each Contractor:

**H.16.1.3.1** Oversees and is accountable for any functions and responsibilities that it delegates to any subcontractor;

**H.16.1.3.2** Evaluates the prospective subcontractor's ability to perform the activities to be delegated; and

**H.16.1.3.3** Meets the following specific conditions:

**H.16.1.3.3.1** There is a written agreement that specifies the activities and reporting responsibilities delegated to the subcontractor;

**H.16.1.3.3.2** Provides for revoking delegation or imposing other sanctions if the subcontractor's performance is inadequate;

**H.16.1.3.3.3** Provider shall monitor the subcontractor's performance on an ongoing basis and subject it to formal review according to a periodic schedule established by the District, consistent with industry standards, or District MCO laws and regulations; and

**H.16.1.3.3.4** If Provider identifies deficiencies or areas for improvement, Provider and subcontractor shall take corrective actions.

### **H.16.2 TERMINATION OF SUBCONTRACT**

**H.16.2.1** Contractor shall notify the Contracting Officer, in writing, of the termination of any subcontract for the provision or administration of medical services, including the arrangements made to ensure continuation of the services covered by the

terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, Contractor shall notify the COTR and Contracting Officer immediately upon taking such action.

**H.16.2.2** If the District determines that the termination or expiration of a subcontract materially affects the ability of Contractor to carry out its responsibility under this contract, the District may terminate the Contract.

**H.16.3 REVIEW AND APPROVAL OF SUBCONTRACTS**

**H.16.3.1** Contractor shall submit copies of subcontractor agreements to the Contracting Officer and the COTR prior to execution of the Contract by the Provider.

**H.16.3.2** The Contracting Officer shall notify Contractor, in writing, of its approval or disapproval of a standard or model subcontract for Providers that complies with the terms of Section C.9.4.6 within thirty (30) Business Days of receipt of the proposed subcontract and supporting documentation required by the District. The District will specify the reasons for any disapproval, which shall be based upon review of the provisions of the Contract, Contractor's proposal, and District or federal law and regulations.

**H.16.3.3** A proposed subcontract may be awarded by Contractor if MAA fails to notify Contractor within the fifteen (15) Business Day time limit.

**H.16.3.4** The District will delay enrollment or utilize any other remedy which it deems appropriate if Contractor executes a subcontract for services furnished under the Contract that is materially different from the model subcontract approved by the District.

**H.16.3.5** The District may require Contractor to furnish additional information relating to the ownership of the subcontractor, the subcontractor's ability to carry out the proposed obligations under the subcontract, and the procedures to be followed by Contractor to monitor the execution of the subcontract.

**H.16.3.6** The District may terminate its relationship with Contractor if the District determines that the termination or expiration of a subcontract materially affects the ability of Contractor to carry out its responsibility under the Contract.

**H.16.3.7** MAA will conduct site visits to Contractor's offices periodically, or as needed, and will review subcontractor data on file at Contractor's offices. MAA will provide Contractor with a copy of the site visit results. Contractor shall submit a Corrective Action Plan for all deficiencies identified within fifteen (15) days of written notification of deficiencies. The District may terminate the Contract for failure to correct identified deficiencies and adhere to the Corrective Action Plan.

**H.17 CLEAN AIR ACT (42 U.S.C. 7401 ET SEQ.) AND THE FEDERAL WATER POLLUTION CONTROL ACT AS AMENDED (33 U.S.C. 1251 ET SEQ.)**

**H.17.1** In accordance with 45 CFR 74 Appendix A (6), contracts and sub-grants of amount in excess of \$100,000 shall contain a provision that requires the Provider to agree to comply with all applicable standards, orders, or regulations issued pursuant to the Clean Air Act, Pollution Control Act, 42 U.S.C. 7401 et seq., and the Federal Water Pollution Control Act, as amended 33 U.S.C. 1251 et seq.

**H.17.2** Violations shall be reported to the HHS and the appropriate Regional Office of the Environmental Protection Agency. The Provider shall comply with all applicable standards, orders or requirements issued under Section 306 of the Clean Air Act (42 U.S.C. 1857(h)), Section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR 15).

**H.18 BYRD ANTI-LOBBYING AMENDMENT (31 U.S.C. 1352)**

**H.18.1** In accordance with 45 CFR Appendix A (7), Providers who apply or bid for an award of more than \$100,000 shall file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any Federal agency, a member of Congress or an employee of a member of Congress in connection with obtaining any Federal contract, grant or other award covered by 31 U.S.C. 1352.

**H.18.2** Each tier shall also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the Provider.

**H.19 DEBARMENT AND SUSPENSION (E.O.S 12549 AND 12689)**

In accordance with 45 CFR 74 Appendix A (8), certain contracts shall not be made to parties listed on the non-procurement portion of the General Services Administration's "Lists of Parties Excluded from Federal Procurement or Non-procurement Programs" in accordance with E.O.s 12549 and 12689, "Debarment and Suspension." This list contains the names of parties debarred, suspended, or otherwise excluded by agencies, and Providers declared ineligible under statutory authority other than E.O. 12549. Providers with awards that exceed the simplified acquisition threshold (\$100,000) shall provide the required certification regarding their exclusion status and that of their principals prior to Agreement award.

## **H.20 INTELLECTUAL PROPERTY**

The Provider shall comply with CMS' grantor agency requirements and regulations pertaining to reporting and patient rights and of CMS requirements and regulations pertaining to copyrights and rights in data.

## **H.21 ENERGY EFFICIENCY**

The Provider shall recognize mandatory standards and policies related to energy efficiency which are contained in the District's energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Public Law 94-165, 42 U.S.C. § 6-201 et seq.).

## **H.22 PROVIDER'S RESPONSIBILITIES**

### **H.22.1 CONTRACTOR COMPLIANCE FEDERAL AND DISTRICT LAWS, REGULATIONS, STANDARDS, OR ORDINANCES**

As a condition of the Provider's obligation to perform for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement.

### **H.22.2 FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS**

#### **H.22.2.1 Cooperation with the District**

**H.22.2.1.1** The Provider is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care and the Medicaid program.

**H.22.2.1.2** The Provider shall cooperate and assist the District of Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.

**H.22.2.1.3** The Provider shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to MAA or its authorized agent(s), CMS, the U.S. Department of Health and Human Services, FBI and the District's Medicaid Fraud Control Unit. All copies of records shall be provided free of charge.

**H.22.2.1.4** The Provider shall be responsible for promptly reporting suspected fraud, abuse, or violation of the terms of the Agreement to the MAA, Office of Program Integrity and the Contracting Officer, taking prompt corrective actions consistent with the terms of any subcontract, and cooperating with District investigations.

**H.22.2.1.5** The Provider shall allow the District of Columbia Medicaid Fraud Control Unit or its representatives to conduct private interviews of Provider's employees, subcontractors, and their employees, witnesses, and patients. The Provider shall honor requests for information in the form and the language specified.

**H.22.2.1.6** The Provider's shall ensure that its employees and its subcontractors and their employees shall cooperate fully and be available in person for interviews, consultation grand jury proceedings, pre-trial conference, hearings, trial and in any other process.

**H.22.3 PUBLICITY CLAUSE**

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

**H.22.4 FINANCIAL REQUIREMENTS**

The Provider shall ensure through its contracts, subcontracts and in any other appropriate manner that the District is not held liable for the Provider's debts in the event of the Provider's insolvency.

**H.22.5 SOLVENCY AND FINANCIAL RESERVES**

The Provider shall maintain a positive financial net worth, and insolvency reserves or deposits that provide a sound financial foundation for the Provider to perform the operations and services required under the Agreement.

**H.22.5.1 Financial Stability**

The Provider shall maintain evidence of adequate financial stability is a prerequisite to contracting regardless of any other considerations. Providers shall provide documentation to establish their financial capability and stability, including the most recently audited financial statements (balance sheet, statement of income and expenses, and other applicable documents) HHSC will evaluate the financial statements and may, at its sole discretion, reject a proposal on the grounds of the Provider's financial capability.

**H.22.6 FIDUCIARY RELATIONSHIP**

**H.22.6.1** Any director, officer, employee, or partner of a Provider who receives, collects, disburses, or invests funds in connection with the activities of such Provider

shall be responsible for such funds in a fiduciary relationship to the Provider.

**H.22.6.2** The Provider shall maintain in force and provide evidence of a fidelity bond in an amount of not less than one hundred thousand dollars (\$100,000) per person for each officer and employee who has a fiduciary responsibility or duty to the organization.

**H.22.7** **MANAGEMENT INFORMATION SYSTEM**

**H.22.7.1** **Confidentiality of Records**

**H.22.7.1.1** The Provider shall treat all records as confidential and shall use reasonable care to protect that confidentiality in compliance with Federal and District regulations. Any use of data for purposes other than those completing the duties under this Agreement including the sale or offering for sale of data is prohibited.

**H.22.7.1.2** The Provider shall require its staff to sign a confidentiality statement. The Provider will be liable for any fines, financial penalties, or damages imposed on the District as a result of the Provider's systems, staff, subcontractors or other agents causing a breach of confidentiality.

**H.22.7.1.3** A breach of confidentiality is a breach of the Agreement and will constitute grounds for Agreement termination and prosecution to the fullest extent permissible by law.

**H.22.7.2** **Use of Information and Data**

**H.22.7.2.1** The District agrees to maintain, and to cause its employees, agents or representatives to maintain on confidential basis information concerning the Provider's relations and operations as well as any other information compiled or created by Provider which is proprietary to the Provider and which the Provider identifies as proprietary to the District in writing.

**H.23** **DISTRICT RESPONSIBILITIES**

**H.23.1** The District will determine and re-determine eligibility for services under this Human Care Agreement as applicable, in accordance with prescribed procedures.

**H.23.2** MAA through the COTR will furnish the Provider with enrollment information, including demographics of Beneficiaries.

**H.23.3** MAA through the COTR will review and approve all written materials for the Dental Provider Network and Beneficiaries prior to use by the Provider.

**H.23.4** MAA through the COTR will approve all marketing materials before use and/or distribution, as applicable.

- H.23.5** MAA through the COTR will prepare any response or request for additional information or clarification from the Provider as it pertains to the Provider's compliance or noncompliance within ten (10) business days of submission of deliverables.
- H.23.6** MAA through the COTR Monitor and evaluate Provider compliance with the requirements of this Agreement, and impose sanctions when necessary.
- H.25.7** MAA through the COTR will provide copies of Medicaid policy changes on a timely basis.
- H.23.8** MAA through the COTR will conduct a timely review of all materials submitted to the agency by the Provider as required.
- H.23.9** The District will process all requests for administrative hearings and fair hearings.
- H.23.10** MAA through the COTR will maintain adequate liaison and cooperation with the Provider, including providing timely management decisions and approvals of forms and procedures to enable the Provider to properly perform contractual duties.
- H.23.11** The District will attend required meetings with the Provider to discuss issues, changes, deliverables' status, and specific agenda items proposed by the District or the Provider. The Provider shall chair the meetings, however, the COTR shall retain the option to chair the meetings, as necessary.
- H.23.12** MAA through the COTR will review and approve all reports and publications prior to public release as required.
- H.23.13** Within 30 days of Agreement execution, MAA through the COTR will provide the dental services Provider with a mailing list of all current Medicaid dental providers.

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## **SECTION I HUMAN CARE AGREEMENT CLAUSES**

### **I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS**

**I.1.1** The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 (Attachment J.17) are incorporated as part of the Agreement resulting from this solicitation.

### **I.2 HUMAN CARE AGREEMENTS THAT CROSS FISCAL YEARS**

**I.2.1** Continuation of the Agreement beyond the fiscal year is contingent upon future fiscal appropriations.

### **I.3 CONFIDENTIALITY OF INFORMATION**

**I.3.1** All information obtained by the Provider relating to any employee of the District or customer of the District shall be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

### **I.4 TIME**

**I.4.1** 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 Agreement 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 Agreement 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 the Agreement shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by the Provider for the District under the Agreement, 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, the Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider 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 Provider agrees not to assert any rights in common law or in equity in such data. The Provider 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 shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of the Agreement, which the parties have agreed will be furnished with restricted rights, provided however, not withstanding 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
- I.5.6.4** Modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless:
  - I.5.7.1** The data is marked by the Provider with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Agreement No. \_\_\_\_\_ With \_\_\_\_\_ (Provider' s Name)

- I.5.7.2** If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Provider 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 Agreement prior to the delivery date of the software. Failure of the Provider 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 Provider 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 Provider, in any work of authorship prepared for or acquired by the District under the Agreement. Unless written approval of the Contracting Officer is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under the Agreement any works of authorship in which copyright is not owned by the Provider 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 the Agreement, the Provider shall use Section I.5 in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District' s or the Provider' 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 Provider 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 Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the Agreement or any paid-up maintenance agreement, or if the Provider should be declared bankrupt or insolvent by the 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 the Agreement, 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 Provider 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 the Agreement, or (ii) based upon any data furnished under the Agreement, 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, and I.5.11 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under Agreement, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

The Provider 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**

**I.7.1** The Provider hereunder shall not subcontract any of the Provider's work or services to any subcontractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Provider. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of the Agreement. Notwithstanding any such subcontract approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

**I.7.2** The Provider shall maintain responsibility and accountability for the performance of the required services performed and for any failure to perform all duties, responsibilities and services under the agreement resulting from this Request for Qualifications regardless of whether the duty, responsibility or services are subcontracted to another for actual performance.

## **I.8 INSURANCE**

**I.8.1** The Provider shall obtain the minimum insurance coverage set forth below prior to award of the Agreement and within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the Agreement period.

**I.8.1.1** Bodily Injury: The Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least \$500,000 per occurrence.

**I.8.1.2** Property Damage: The Provider shall carry property damage insurance of at least (\$100,000) per occurrence.

**I.8.1.3** Workers' Compensation: The Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the Agreement, and the Provider agrees to comply at all times with the provisions of the workers' compensation laws of the District.

**I.8.1.4** Employer's Liability: The Provider shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).

**I.8.1.5** Automobile Liability: The Provider shall maintain automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the Agreement. Policies shall provide coverage of at least \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage.

**I.8.1.6** All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance and Securities Regulation with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of Agreement award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

**I.9.1** In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985; the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.19. An award cannot be made to any Offeror who has not satisfied the equal employment requirements as set forth by the Department of Human Rights and Local Business Development.

**I.9.2** In accordance with 45 CFR 74 Appendix A (1), the Provider shall comply with E.O. 11246 "Equal Employment Opportunity" as amended by 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and as supplemented at 41 CFR 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

**I.10 ORDER OF PRECEDENCE**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order: the Agreement Schedule, Sections A – H; Agreement Clauses Section I; Agreement Documents, Exhibits, and Other Attachments Section J; and Agreement Representations and Instructions Sections K, and L.

**I.11 AGREEMENTS IN EXCESS OF \$1 MILLION DOLLARS**

Any Agreement 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 Contracting Officer.

**I.12 PRE-AWARD APPROVAL**

The award and enforceability of this Agreement is contingent upon approval of the Council of the District of Columbia. In accordance with the Council Contract Review Criteria Amendment Act of 1999, D.C. Official Code §2-301.05a, the Mayor shall submit to the Council for approval any Agreement action over one million dollars within a 12-month period.

**I.13 OPTION FOR TRANSITION SERVICES**

**I.13.1** The Provider recognizes that the services provided under this Agreement are vital to the District of Columbia and shall continue without interruption. In the event that either (a) the Agreement expires or (b) the District terminates the Agreement, and either or these events occur during the Agreement or more than 120 days prior to the end of the Agreement, the District can exercise the Option for Transition Services for a period of up to 120 days. In the event that the District exercises this Option for Transition Services, the Provider shall agree to:

- a. Furnish phase-out, phase-in (transition) training;

- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.
- c. 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 Contracting Officer's approval.
- d. Provide sufficient experienced personnel during the period of the Option for Transition Services to ensure that the services called for by this Agreement are maintained at the required level of proficiency.
- e. 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 Agreement. The Provider also shall disclose necessary personnel records and allow the successor to conduct on-sit interviews with these employees. If selected employees are agreeable to the change, the Provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.2** The Provider shall transfer all data regarding the provision of covered dental services to eligible clients to MAA or a new Provider. All transferred data shall be compliant with HIPAA, and shall be delivered in a manner and format that assures its continued usefulness without proprietary or additional programming being required.

**I.13.3** All relevant data shall be received and verified by MAA or the subsequent Provider. If MAA determines that not all of the data regarding the provision of Covered Dental Services to Beneficiaries was transferred, as required, or the data is not HIPAA compliant, MAA reserves the right to hire an independent vendor to assist MAA in obtaining and transferring all the required data and to ensure that all the data are HIPAA compliant. The reasonable cost of providing these services shall be the responsibility of the Provider.

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**SECTION J**  
**LIST OF ATTACHMENTS**

The following Attachments are incorporated into the Human Care Agreement by this reference. The Provider shall comply with the most recent versions and future revisions of all applicable Federal and District of Columbia laws, and court orders, related to the delivery of the requirements.

Attachment No.	Attachment
<b>J.1</b>	Salazar v. the District of Columbia Et Al, DC Civil Action No. 93-452 (GK)
<b>J.2</b>	Covered Services - Children
<b>J.3</b>	Dental Periodicity Schedule
<b>J.4</b>	U.S. Department of Human Services Center for Medicare and Medicaid A Guide to Children's Medicaid Dental Coverage <a href="http://www.cms.hhs.gov/MedicaidDentalCoverage/Downloads/dentalguide.pdf">http://www.cms.hhs.gov/MedicaidDentalCoverage/Downloads/dentalguide.pdf</a>
<b>J.5</b>	American Academy of Pediatric Dentistry (AAPD) 2006-07 Definitions, Oral Health Policies, and Clinical Guidelines <a href="http://aapd.org/media/policies.asp">http://aapd.org/media/policies.asp</a>
<b>J.6</b>	Covered Services - Adults
<b>J.7</b>	Notice of Emergency Rulemaking Title 29 District of Columbia Municipal Regulations Chapter 9 Section 964 Dental Services
<b>J.8</b>	American Dental Association Current Policies <a href="http://www.ada.org/prof/resources/positions/doc_policies.pdf">http://www.ada.org/prof/resources/positions/doc_policies.pdf</a>
<b>J.9</b>	Center for Medicare and Medicaid Services Notice of Approval State Plan Amendment - Dental Services - Adults
<b>J.10</b>	District of Columbia Municipal Regulations Health Occupations General Rules and Administrative Regulations Chapters 40 and 41 <a href="http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/pdf/updated_chapter_40-website-a.pdf">http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/pdf/updated_chapter_40-website-a.pdf</a>
<b>J.11</b>	District of Columbia Municipal Regulations Health Occupations Dentistry Chapter 42 <a href="http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf_file/dental/chapter_dentistry42.06.16.06.pdf">http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf_file/dental/chapter_dentistry42.06.16.06.pdf</a>
<b>J.12</b>	District of Columbia Municipal Regulations Health Occupations Dental Hygienist Chapter 43 <a href="http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf_file/dentalhygiene/chapter_43.dental_hygiene.pdf">http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf_file/dentalhygiene/chapter_43.dental_hygiene.pdf</a>

<b>Attachment No.</b>	<b>Attachment</b>
<b>J.13</b>	District of Columbia Dental Practices Act Information
<b>J.14</b>	Language Access Act of 2004 (Act A15-414) D.C. Law 15-167
<b>J.15</b>	Department of Health DC Board of Dentists Listing – July 2006
<b>J.16</b>	Eligibility Verification System (EVS) Requirements
<b>J.17</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
<b>J.18</b>	U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 4 dated July 5, 2007
<b>J.19</b>	Government of the District of Columbia Department of Local Small Business Development Equal Employment Opportunity Information Report and Mayor’ s Order 85-85
<b>J.20</b>	Government of the District of Columbia Department of Employment Services First Source Employment Agreement
<b>J.21</b>	Government of the District of Columbia Office of Tax and Revenue Tax Certification Affidavit
<b>J.22</b>	Drug-Free Workplace Certification
<b>J.23</b>	District of Columbia Municipal Regulations Title 27 DCMR Chapter 19 Sections 1905 - 1907 Human Care Services
<b>J.24</b>	Way to Work Amendment Act of 2006 Notice
<b>J.25</b>	Way to Work Amendment Act of 2006 Fact Sheet
<b>J.26</b>	Human Care Agreement Contractor Qualification Record
<b>J.27</b>	Cost Price Certification
<b>J.28</b>	Past Performance Evaluation Form
<b>J.29</b>	Previous Experience Form

**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).

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

**K.2.1.1** It operates as:

- A corporation incorporated under the laws of the State of \_\_\_\_\_,
- An individual,
- A partnership,
- A nonprofit organization, or
- A joint venture.

**K.2.1.2** If the offeror is a foreign entity, it operates as:

- An individual,
- A partnership,
- A nonprofit organization,
- 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 subcontractors.

**K.4 BUY AMERICAN CERTIFICATION**

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (See Clause 23 of the SCP, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

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

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

**K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION**

Each Offeror shall check one of the following:

\_\_\_\_\_ No person listed in Clause 13 of the SCP, “District Employees Not To Benefit” will benefit from this Agreement.

The following person(s) listed in Clause 13 may benefit from this Agreement. For each person listed, attach the affidavit required by Clause 13 of the SCP.

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

- a. Each signature of the offeror is considered to be a certification by the signatory that:
  - i. 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:
    - 1. those prices
    - 2. the intention to submit a contract, or
    - 3. the methods or factors used to calculate the prices in the contract.
  - ii. 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
  - iii. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- b. Each signature on the offer is considered to be a certification by the signatory that the signatory;
  - i. 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)(i) through (a)(iii) above; or
  - ii. 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)(i) through (a)(iii) 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);*

1. As an authorized agent, does certify that the principals named in subdivision (b)(ii) have not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) above; and
  2. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(i) through (a)(iii) 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 shall submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.21.

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**SECTION L**  
**NOTICES, CONDITIONS, AND INSTRUCTIONS TO OFFERORS**

**L.1 HUMAN CARE AGREEMENT AWARD**

Human Care Agreements will be awarded in accordance with Title 27 DCMR Chapter 19, Section 1905.6 (Attachment J.23)

**L.2 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.2.1 PROPOSAL SUBMISSION**

Proposals shall be submitted no later than 2:00 p.m. local time **August 21, 2007**.

**L.2.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

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

**L.3 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than **August 15, 2007** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received after **August 15, 2007**. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the Agreement will not be binding.

**L.4 FAILURE TO SUBMIT OFFERS**

Potential Providers of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer identified in G.7.1.2, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such Providers advise the Contracting Officer identified in G.7.1.2 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 Contracting Officer identified in G.7.1.2

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

## **L.5 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.5.1** 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, an Agreement is awarded to this Offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

**L.5.2** Mark each sheet of data it wishes to restrict with the following legend:

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

## **L.6 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 option year pricing.

## **L.7 PROPOSAL PROTESTS**

Any actual or prospective Offeror or Provider who is aggrieved in connection with the solicitation or award of a contract, shall file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent 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, shall 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.8 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.9 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.10 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.11 PROPOSAL COSTS**

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

**L.12 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.13 CERTIFICATES OF INSURANCE**

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

George Wheeler  
Contract Specialist  
441 4<sup>th</sup> Street, NW, Suite 700 South  
Washington, DC 20001

202 724- 5267  
george.wheeler@dc.gov

**L.14 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 or telegram including mailgrams. The District shall receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.15 BEST AND FINAL OFFERS**

If, subsequent to receiving original proposals, discussions are conducted, all Offerors determined to be responsible in accordance with Title 27 DCMR Chapter 19, Section 1905.6 (Attachment J.23) to provide the required services 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 provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify Provider selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all Offerors still within the competitive range.

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal shall provide the following information:

**L.16.1** Name, Address, Telephone Number, Federal tax identification number and DUNS Number of Offeror;

**L.16.2** 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 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to Agreement award or its exemption from such requirements; and

**L.16.3** 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.17 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. Providers 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.18 STANDARDS OF RESPONSIBILITY**

The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the Contracting Officer, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment J.23.

**L.18.1** The prospective Provider shall demonstrate to the satisfaction of the District the capability in all respects to perform fully the Agreement requirements, therefore, the prospective Provider shall submit the documentation listed below, within five (5) days of the request by the District.

**L.18.2** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the Agreement.

**L.18.3** 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.18.4** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

**L.18.5** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.18.6** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.18.7** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

- L.18.8** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.18.9** Evidence that the Offeror currently administers a dental program that serves at least 25,000 subscribers.
- L.18.10** The Provider shall maintain an office located in the District of Columbia at which the Dental Director and Beneficiary Manager shall be housed.
- L.18.11** The Provider shall maintain an office located in the District of Columbia with hours of operation from 8:15 a.m. to 4:45 p.m. (EST), Monday through Friday.
- L.18.12** Automated capability to receive requests for authorization after required hours of operation.
- L.18.13** Management Information Systems and system capabilities that meet the Agreements minimum requirements described in Section C.

**L.19 EXAMINATION OF SOLICITATION**

Offerors are expected to examine the Descriptions/Specifications/ Work Statement under Section C and all instructions and attachments in this solicitation. Failure to do so will be at the Offeror' s risk.

**L.20 GENERAL PROPOSAL SUBMISSION REQUIREMENTS**

- L.20.1** Offerors shall prepare responses to fully address the Technical Proposal requirements as described below in Section L.21.1, and Price Proposal requirements as described in Section L.21.2.
- L.20.2** The information requested in Section L.21 has been determined to be essential in determining the Provider' s qualifications to perform the requirements of the Agreement as described in Section C.3. The Offeror shall respond comprehensively to the information requested below in Section L.21.

**L.20.3 PROPOSAL FORMAT**

The Offeror' s proposal shall be organized and presented in two separate volumes, Volume I, Technical Proposal, and Volume II, Price Proposal.

**L.20.3.1 Cover Letter**

The Offeror shall prepare a cover letter for each volume. The cover letter shall state the Offeror' s address and phone number for a contact person, and a statement regarding acceptance and acknowledgement of the Agreement

provisions. The Cover Letter shall be signed by an authorized representative.

**L.20.3.2** The narrative sections of each volume as described in L.21.1 and L.21.2 shall be formatted as follows:

- a. Typewritten (8.5' by 11' bond paper);
- b. Single spaced;
- c. One sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, Request for Qualification number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One-inch (or greater) margins;
- f. Six lines (or less) per inch, the equivalent of 12 point font (or larger), charts and graphics may be no less than 10 point font;

**L.21 PROPOSAL CONTENT AND ORGANIZATION**

**L.21.1 Volume I - Technical Proposal**

The Provider shall at a minimum submit the following information in Volume I, Technical Proposal:

**L.21.1.1 Executive Summary**

**L.21.1.2 Table of Contents**

**L.21.1.3 Narratives**

- a. Describe the Provider's approach and methodology to provide the Dental Network services as described in C.3.1 including the following:
  1. Composition (C.3.1.1)
  2. Access to Care (C.3.1.2)
    - i. Accessibility
    - ii. Prior Authorization
    - iii. Eligibility
  3. Recruitment (C.3.1.3)
  4. Provider Helpline (C.3.1.4)
- b. Describe the Provider's approach and methodology to provide the Beneficiary services as described in C.3.2 including the following:
  1. Beneficiary Covered Services (C.3.2.1)

2. Beneficiary Customer Service (C.3.2.2)
    - i. Beneficiary Helpline (C.3.2.2.1)
    - ii. Beneficiary
    - iii. Beneficiary
  3. Outreach Activities (C.3.2.4)
  4. Health Education (C.3.2.5)
  5. Scheduling Appointments and Transportation Services (C.3.2.6)
  6. Translation and Interpreter Services (C.3.2.7)
- c. Describe the Provider's approach and methodology to provide the Technical and Support services as described in C.3.3 including the following:
1. Staffing and Organization (C.3.3.1)
  2. Facility (C.3.3.2)
  3. Quality Assurance Quality Improvement (C.3.3.3)
  4. Waste Fraud and Abuse (C.3.3.4)
  5. Management Information Systems (MIS) (C.3.3.5)
  6. Claims Processing and Payments (C.3.3.6)
  7. Appeals, Grievances, and Complaints (C.3.3.7)
  8. Annual Experience Accounting Report (C.3.3.9)
  9. Meeting Requirements (C.3.3.10)
  10. Reporting Requirements (C.3.3.11)
  11. Implementation – Project Work Plan (C.3.3.12)

#### **L.21.1.4 Attachments**

- a. Sample Dental Network Provider contract Sample Dental Provider Network Contract (C.3.1.1)
- b. Conceptual Dental Provider Network Listing (C.3.1.2)
- c. Accessibility Standards (C.3.1.2.1.1)
- d. Prior Authorization Policies and Procedures (C.3.1.2.3.1.2)
- e. Conceptual Outline Provider Manual (C.3.1.4.2.1)
- f. Sample Provider Directory (C.3.1.4.2.2)
- g. Sample Beneficiary Written Materials (C.3.2.3)
  1. Sample Informational/Introductory Brochure (C.3.2.3.1)

- h. Sample Beneficiary Handbook (C.3.2.3.2)
- i. Key Personnel Resumes and Licenses (C.3.3.1.1)
  - 1. Executive Director;
  - 2. Dental Director - Licensed Dentist in DC; located at the Providers DC office
  - 3. Beneficiary Services Manager - located at the Providers DC office
  - 4. Management Information Systems Manager;
  - 5. Claims Processing Manager,
  - 6. Dental Provider Network Development/Management Manager;
  - 7. Benefit Administration and Utilization and Care Management Manager;
  - 8. Quality Improvement Manager;
  - 9. Financial Functions Manager; and
  - 10. Reporting Manager
- j. Satisfaction Surveys (C.3.3.3.1.4)
  - 1. Sample Dental Provider Network Satisfaction Survey (C.3.3.3.1.4.1)
  - 2. Sample Beneficiary Satisfaction Survey (C.3.3.3.1.4.2)
- k. Waste Fraud and Abuse Plan (C.3.3.4.1)
- l. Claims Processing and Payments Flowchart (C.3.3.6)
- m. Appeals and Complaints (C.3.3.7)
- n. Project Work Plan (3.3.12)

#### **L.21.1.5**

#### **Past Performance/Previous Experience**

- a. Provide a list of contracts awarded to the Offeror, active and expired, during the past five (5) years that are similar in size and scope to the services described in Section C. Similar in size is determined by contract dollar value or number of plan participants and scope is determined by the complexity of the requirements. The following information shall be provided for **each** contract:
  - 1. Name of the contracting organization;
  - 2. Contract Number (for subcontracts, provide the prime contract number and subcontract number);
  - 3. Contract type and total contract value;

4. Description of requirements;
  5. Beneficiary and Network Providers Helpline performance data, claims processing and payment performance data, number of complaints filed annually and any other related performance evaluations or related evaluation data;
  6. Contracting Officer's name and telephone number; and
  7. Program Manager's name and telephone number and alternate contact person name and telephone number.
  8. Number of Beneficiaries;
- b. The Offeror shall provide completed Past Performance Evaluation forms (Attachment J.28) for a minimum of three organizations listed in L.21.5 a above.
  - c. The Offeror shall provide completed Previous Experience Form (Attachment J.29).

#### **L.21.1.6 Certifications and Representations**

- a. J.19 Equal Employment Opportunity
- b. J.20 First Source Employment Agreement
- c. J.21 Tax Certification Affidavit
- d. J.26 Human Care Agreement Contractor Qualification Record
- e. K.1 Authorized Negotiators
- f. K.2 Type of Organization
- g. K.3 Certification Equal Employment Opportunity
- h. K.4 Buy American Certification
- i. K.5 District Employees Not to Benefit Certification
- j. K.6 Certification of Independent Price Determination
- k. Most recent Audited Financial Statements
- l. Disclosure of all pending, resolved, or completed litigation, mediation, arbitration, or other alternate dispute resolution procedure involving the respondent (including subcontractors, subsidiaries, or affiliates) within the past 24 months.

#### **L.21.2 Volume II – Price Proposal**

The Offeror shall include at a minimum the following in Volume II – Price Proposal:

**L.21.2.1 Agreement Price Schedule**

The Offeror shall complete Sections B.2.1 – B.2.5 of the Solicitation.

**L.21.2.2 Cost/Price Data and Certification**

The Offeror shall complete and provide the Cost/Price Data Certification provided in Attachment J.27.

**L.21.2.3 Price Proposal Narrative**

The Offeror shall provide a narrative of the Price Proposal to include cost and price justifications to support the Agreement Pricing provided in L.21.2.1.

**L.22 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **2:00 p.m.** on **August 14, 2007** at the Office of Contracting and Procurement 441 4<sup>th</sup> Street NW, Suite 700 South, Washington, DC 20001. 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 shall 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 Department's final position. All oral questions shall be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-bid 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.23 KEY PERSONNEL**

**L.23.1** The District considers the positions identified in C.3.3.1.1 to be key personnel for this Agreement.

**L.23.2** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror shall use to perform the work under the proposed Agreement. Their resumes shall be included. The hours that each shall devote to the Agreement shall be provided in total and broken down by task.