

SOLICITATION, OFFER, AND AWARD		1. Caption Case Management and Care Coordination Services		Page of Pages 1 71	
2. Contract Number	3. Solicitation Number DCHC-2008-R-9322	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Request for Task Order Propd <input type="checkbox"/> Emergency	5. Date Issued 3/11/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside GSA Vendors	
7. Issued By: Office of Contracting and Procurement Group VI 441 4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement Group VI 441 4th Street, NW, Suite 703 South, Bid Room, Washington, DC 20001 Attn: Jennifer Wimbish		

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

SOLICITATION

9. Sealed offers in original and 10 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street, NW, Suite 703S, Bid Room, Washington, DC until 14:00 local time 10-Apr-08
(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 Jennifer Wimbish	B. Telephone			C. E-mail Address jennifer.wimbish@dc.gov
		(Area Code) 202	(Number) 724	(Ext) 4960	

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OFFER

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

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

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

SECTION B
SUPPLIES OR SERVICES AND PRICES

B.1 The District of Columbia, Department of Health (DOH), Community Health Administration (CHA), seeks the services of a contractor to operate and manage a case management and care coordination program for up to 200 eligible pregnant and postpartum women and their babies participation in the D.C. Healthy Start Project.

B.1.1 The District contemplates award of a Labor-Hour type of contract.

B.1.1.1 The offeror shall provide fixed hourly rates in Section B.2 that include wages, overhead, general and administrative expenses, and profit. The offeror must specify whether the fixed hourly rate of each labor category applies to labor performed by –

- a. The offeror;
- b. Subcontractors, and/or
- c. Divisions, subsidiaries, or affiliates of the offeror under a common control

B.2 SCHEDULE

B.2.1 Base Year

Contract Line Item No. (CLIN)	Item Description	Price Per Hour	Estimated Quantity	Total Estimated Price
CLIN 0001	Program Manager as described in C.3.2	\$ ___ per hour	2,040	\$ _____
0002	Licensed Registered Nurse as described in C.3.3	\$ ___ per hour	4,080	\$ _____
0003	Family Support Worker as described in C.3.4	\$ ___ per hour	12,240	\$ _____
0004	Public Health Outreach Technician as described in C.3.5	\$ ___ per hour	4,080	\$ _____
Estimated Total Price				\$ _____

B.2.2 Option Year 1

Contract Line Item No. (CLIN)	Item Description	Price Per Hour	Estimated Quantity	Total Estimated Price
CLIN 1001	Program Manager as described in C.3.2	\$ ___ per hour	2,040	\$ _____
1002	Licensed Registered Nurse as described in C.3.3	\$ ___ per hour	4,080	\$ _____
1003	Family Support Worker as described in C.3.4	\$ ___ per hour	12,240	\$ _____
1004	Public Health Outreach Technician as described in C.3.5	\$ ___ per hour	4,080	\$ _____
Estimated Total Price				\$ _____

B.2.3 Option Year 2

Contract Line Item No. (CLIN)	Item Description	Price Per Hour	Estimated Quantity	Total Estimated Price
CLIN 2001	Program Manager as described in C.3.2	\$ ___ per hour	2,040	\$ _____
2002	Licensed Registered Nurse as described in C.3.3	\$ ___ per hour	4,080	\$ _____
2003	Family Support Worker as described in C.3.4	\$ ___ per hour	12,240	\$ _____
2004	Public Health Outreach Technician as described in C.3.5	\$ ___ per hour	4,080	\$ _____
Estimated Total Price				\$ _____

B.2.4 Option Year 3

Contract Line Item No. (CLIN)	Item Description	Price Per Hour	Estimated Quantity	Total Estimated Price
CLIN 3001	Program Manager as described in C.3.2	\$ ___ per hour	2,040	\$ _____
3002	Licensed Registered Nurse as described in C.3.3	\$ ___ per hour	4,080	\$ _____
3003	Family Support Worker as described in C.3.4	\$ ___ per hour	12,240	\$ _____
3004	Public Health Outreach Technician as described in C.3.5	\$ ___ per hour	4,080	\$ _____
Estimated Total Price				\$ _____

B.2.5 Option Year 4

Contract Line Item No. (CLIN)	Item Description	Price Per Hour	Estimated Quantity	Total Estimated Price
CLIN 4001	Program Manager as described in C.3.2	\$ ___ per hour	2,040	\$ _____
4002	Licensed Registered Nurse as described in C.3.3	\$ ___ per hour	4,080	\$ _____
4003	Family Support Worker as described in C.3.4	\$ ___ per hour	12,240	\$ _____
4004	Public Health Outreach Technician as described in C.3.5	\$ ___ per hour	4,080	\$ _____
Estimated Total Price				\$ _____

SECTION C
DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia, Department of Health (DOH), Community Health Administration (CHA), seeks the services of a contractor to operate and manage a case management and care coordination program for up to 200 eligible pregnant and postpartum women and their babies on behalf of the D.C. Healthy Start Project.

C.1.1 Applicable Documents

No.	Document Type	Title	Date
1	Federal Law	Section 1902(a)(25) of the Social Security Act, http://www.ssa.gov/OP_Home/ssact/title9/1902.htm	Most Recent
2	Federal Guidelines	National Healthy Start Organization http://www.healthystartassoc.org/	Most Recent

C.1.2 Definitions:

The following definitions are applicable to this contract:

- C.1.2.1** Case Management -The provision of services based on a coordinated culturally competent approach of client assessment, referral, monitoring, and utilization/ follow-up of needed services.
- C.1.2.2** High-Risk Pregnant Women: Any woman with at least two or more risk factors that include but are not limited to: diabetes, hypertension, previous negative preinstall outcomes, short intervals between pregnancies, HIV, substance abuse and tobacco use, maternal infections, depression and other mental illness. The definition also includes women with economic and social risk factors.
- C.1.2.3** Kids Database - An Information Management System (IMS) used by project staff for the collection, entry, evaluation and analysis of health data on preinstall and postpartum women.
- C.1.2.4** Individual Care Plan - A written guide for client care directed toward medical and psychosocial goals and objectives.
- C.1.2.5** Client Assessment - A medical, social and financial evaluation that assesses the strengths, weaknesses, and needs of clients.

C.1.2.6 Perinatal Period - The life cycle occurring from preconception through the first year of life.

C.1.2.7 Resolved - The resolution of a health issue based on a patient referral.

C.1.2.8 Singleton - One Birth

C.2 BACKGROUND

C.2.1 The D.C. Healthy Start Project (DCHS) was funded by the Department of Health and Human Services (DHHS), Health Resources and Services Administration (HRSA) in 1991, under Section 751 of the Public Health Services Act (Applicable Document #1). The project was one of fifteen (15) projects in the nation that received funding to address the alarming rate of infant mortality. The District continues to be eligible based on its racial/ethnicity; with an infant mortality rate of 10.58 deaths per live 1,000 births, 1½ times the national rate for the period 1999-2001.

C.2.1.1 The overall goals and objectives of the National Healthy Start Association are to:

- a. Educate its members, the public at large, federal, state and local policymakers and elected officials on the need for and effectiveness of community-based programs to reduce infant mortality, low birth weight, and racial disparities in perinatal outcomes.
- b. Provide a nationwide communications and technical assistance network for the exchange and dissemination of "models that work."
- c. Increase public awareness concerning the needs of pregnant women, infants, children and families.
- d. Identify common factors that impact maternal and child health status and develop strategies to sustain Healthy Start and other community-based maternal and child health programs.
- e. Collect and analyze data and publish reports on evaluation findings and lessons learned from Healthy Start programs.

C.2.1.2 The common principles underlying the Healthy Start program are:

- a. Innovations in service delivery;
- b. Community commitment and involvement;
- c. Personal responsibility demonstrated by expectant parents;
- d. Integration of health and social services;
- e. Multi-agency participation;
- f. Increased access to care; and
- g. Public education.

C.2.1.3 Healthy Start projects address multiple issues, including:

- a. Providing adequate prenatal care;
- b. Promoting positive prenatal health behaviors;
- c. Meeting basic health needs (nutrition, housing, psychosocial support);
- d. Reducing barriers to access; and
- e. Enabling client empowerment.

- C.2.2** There are several factors that have a negative impact on perinatal outcomes, data from the District of Columbia Center for Policy, Planning and Epidemiology indicates that many women who experience negative perinatal health outcomes have multiple social and medical risk factors. The complexity of the medical issues affected by social determinants of health requires the involvement of clinical staff that has knowledge of these factors, their role in perinatal outcomes, and effective interventions to reduce or eliminate risk factors. It is the intent of this procurement to provide the clinical and other staff to reduce or eliminate the multiple social and medical risk factors affecting
- C.2.3** Initially, the program area consisted of Wards 7 & 8 of the City, but was expanded in 1997 to include Wards 5 & 6. The DCHS utilizes a blended model of nurse case management/care coordination, coupled with outreach and recruitment and health education. The male outreach component of the project address the medical and social/economic needs of men and fathers so that they are empowered to contribute to the health, safety and economic achievement of case managed mothers and children enrolled in the DCHS Project.

C.3 REQUIREMENTS

- C.3.1** The contractor shall provide a Program Manager, to work with the Contracting Officer's Technical Representative (COTR) to provide program oversight, as well as two (2) Registered Nurses (RNs), and six (6) Family Support Workers (FSW), to identify, recruit, enroll and provide home visit/case management services to 200 eligible pregnant and postpartum women and their babies. Two (2) Outreach Technicians (OT) shall also be provided to disseminate preventive health education/materials and to identify/recruit eligible pregnant and postpartum women for case managers through various outreach activities that include but are not limited to: health fairs, public/private community events, etc.

C.3.2 Program Manager

The Contractor shall provide a Program Manager to provide, at a minimum, the following:

- C.3.2.1** Develop a Budget and Project Work Plan, including timelines for completing contract requirements for the review, evaluation and approval of the COTR;
- C.3.2.2** Develop procedures to organize, direct, control and evaluate staff achievements of the Case Management/Care Coordination Program and in conjunction with the Contracting Officer Technical Representative (COTR) to accomplish the performance measures outlined in C.3.7;
- C.3.2.3** Review data gathered by program staff for inclusion in the DC Healthy Start KIDS II database; identify omissions and errors in requirements. This task may involve conversations/observation of program staff's work flow and processes;

C.3.2.4 Meet bi/weekly with the COTR to report progress or lack of progress in the attainment of performance measures as described in C.3.7 and provide monthly reports;

C.3.2.5 Generate monthly reports requested by the COTR and ad-hoc reports requested on behalf of the City Council and/or DOH Director regarding the identification, recruitment, enrollment and services provided to eligible pregnant and postpartum women and their babies. The report shall include, but is not limited to:

- a. Number of clients identified
- b. Number of clients enrolled; date of enrollment
- c. Number of client case managed, and by whom
- d. Number of home visit conducted, including date of home visit
- e. Number of absent visits including date of attempted visit
- f. Number of referrals made
- g. Demographic data on all new enrollees

C.3.2.6 Supervise and manage staff and day-to-day program operations; and

C.3.3 Licensed Registered Nurses

The Contractor shall provide Licensed Registered Nurses to provide at a minimum the following:

C.3.3.1 Provide comprehensive case management services as described in C.3.3.1.1 up to 200 eligible pregnant women and postpartum women with infants up to three months of age.

C.3.3.1.1 Case management requirements shall consist of:

- a. An assessment in the client's home or office
- b. Development of an Individual Care Plan (ICP) which outlines the details of the client's care within three (3) business days of enrollment into case management and initial home visit.
- c. A continuum of referrals for emotional, medical and social needs that may persist to the child's second birthday.
- d. Schedule of follow-up visits.

C.3.3.1.1.1 Provide monthly reports of enrollment, assessment, Individual Care Plan development and follow-up services provided to eligible women with infants up to three months of age.

C.3.3.1.2 Case Management services shall be delivered in accordance with the D.C. Healthy Start Case Management Protocols (Attachment J.9).

C.3.3.2 Refer clients to community-based agencies/programs as noted in the client's ICP, as well as assist with scheduling appointments, transportation services and parent education to facilitate a reduction in risk behavior.

- C.3.3.2.1** Provide monthly reports on the number of eligible women referred to community-based agencies/programs and documentation of those women who kept their scheduled appointments.
- C.3.3.3** Identify and refer male partners of program participants to an available male program of the D.C. Healthy Start Program as part of its case management strategy
- C.3.3.3.1** Provide monthly reports on the number of males identified and referred to the DCHS male partner program..
- C.3.3.4** Provide access to an authorized DOH representative as identified by the COTR to review clinical records including initial assessment and follow-up visit documentation.
- C.3.3.5** Provide monthly reports to include, but not limited to:
- a. List of clients within each nurse's caseload to include demographics, category (i.e. pregnant or postpartum) and client case management risk level
 - b. Healthy Start Performance measures as specified in C.3.7 Performance Measures
- C.3.3.6** After three nurse visits, conduct evaluations of the participants' changing needs; prepares and maintains case records documenting contacts, services needed, reports, progress, consultations, and crisis assistance.
- C.3.3.6.1** Provide monthly reports of patient evaluations, as well as case record documentation on contacts, services needed, progress, consultations, and applicable crisis assistance.
- C.3.3.7** Perform developmental screens utilizing the Denver Assessment Tool in accordance with guidelines specified in D.C. Healthy Start Case Management Protocol on children up to age two, and tracks well-baby and immunization visits, and developing parent/child interaction.
- C.3.3.7.1** Provide Case Documentation Report of developmental and immunization screening, parent/child interaction and well baby visits for each child up to age two.
- C.3.3.8** Participate in DCHS case rounds meetings as required by COTR to discuss individual case loads.
- C.3.3.8.1** Provide monthly report of nurse participation in DC Health State case rounds.
- C.3.3.9** Participate in at least two DC Healthy Start Kids' II database training.

- C.3.3.9.1** Provide monthly reports of all nurses who complete training of DC Health Start Kids II database.
- C.3.3.10** Enter specified data into the DCHS Kids II database management system according to manual containing all DC Healthy Start case management protocols to be provided by the COTR. All nurses employed by the contractor shall participate in training on the DC Healthy Start database management system protocols to be provided by DOH.
- C.3.4** **Family Support Workers**
- The Contractor shall provide Family Support Workers to at a minimum provide the following:
- C.3.4.1** Identify, recruit and assist with the enrollment of eligible pregnant women and postpartum women with infants up to three months of age into the DCHS Project;
- C.3.4.1.1** Provide monthly reports of the number of women identified and enrolled in the DCHS per Family Support Worker's caseload.
- C.3.4.2** Utilize four (4) days per week to conduct client home visits and complete case management activities. The remaining one (1) day will be used for outreach efforts.
- C.3.4.2.1** Provide monthly reports of home visits provided to eligible DCHS participants four days per week to include: initial visit with case manager/nurse, and subsequent follow-up visits; and outreach activities conducted one day per week.
- C.3.4.3** Accept referrals for project enrollment into case management from the DCHS Project and other sources.
- C.3.4.3.1** Provide monthly reports of referrals received from DCHS and other sources and the number of contacts identified through outreach activities.
- C.3.4.4** Identify potential clients through neighborhood canvassing and other community outreach activities.
- C.3.4.5** Conduct screenings on level 1 clients (low risk clients) according to the DCHS Case Management Protocol, for pregnancy, maternal depression, substance abuse and other conditions, and provide infant developmental assessments utilizing the Infant Development Tool.
- C.3.4.5.1** Provide monthly reports of the number of women screened for pregnancy, maternal depression, substance abuse and other condition, in addition, the number of infants developmentally assessed.
- C.3.4.6** Maintain an assigned caseload, completing 3-4 completed home visits per day; responds and answer inquires from eligible DCHS participants, community agencies, support service providers and the general public, regarding the DCHS program i.e., eligibility, services provided, procedures for enrollment, etc.

- C.3.4.7** Conduct initial and follow-up home visit with the registered nurse, to first time parent(s) and families to establish a rapport and plan to continue providing services;
- C.3.4.8** Identify and articulate critical issues confronting the family and utilizes findings as a basis in creating the ICP; participate in case rounds meetings with the contractor's nurse case manager.
- C.3.4.9** Collaborate with the Contractor's Nurse Case Manager to determine the level of family functioning and needs as it relates to the DCHS service levels.
- C.3.4.9.1** Provide monthly reports of the participation in case conferences with case managers.
- C.3.4.10** Assist families with obtaining prenatal/child health services, referrals, and appointments with other support agencies and other needed resources identified at the time of assessment or during the home visit; monitor and track appointments and follow-up to ensure referral completeness.
- C.3.4.10.1** Provide monthly reports of the number of families who receive assistance with prenatal/child health services, referrals, and appointments with support agencies and other needed resources.
- C.3.4.11** Adhere to DC Healthy Start FSW protocols in accordance with DC Health Start Case Management Protocols; participate in DCHS job training in-services to ensure compliance to protocols.
- C.3.4.12** Participate in DCHS Kids II database training.
- C.3.4.12.1** Provide monthly reports of attendance at DC Health Start Kids II database training..
- C.3.4.13** Enter home visit data into the DCHS Kids II database management system
- C.3.5** **Public Health Outreach Technicians**
- The Contractor shall provide Public Health Outreach Technicians to at a minimum provide the following:
- C.3.5.1** Identify, recruit and assist with enrollment of eligible pregnant and postpartum women with infants up to three months of age in the DCHS Project
- C.3.5.2** Conduct community outreach activities to identify and recruit pregnant and postpartum women with infants up to three months of age for enrollment into the DCHS Project through neighborhood canvassing and other community outreach activities.
- C.3.5.2.1** Provide monthly reports of the number and type of outreach services provided.

- C.3.5.3** Refer identified women to DCHS Nurse Case Management
- C.3.5.3.1** Provide monthly reports of the number of identified women referred to DCHS Nurse Case Management.
- C.3.5.4** Conduct screenings for pregnancy, utilizing the Early Results Pregnancy Test; screening for maternal depression utilizing the Centers for Epidemiology Studies-Depression (CES-D) Tool; and screening for substance abuse utilizing the 4Ps (Parent, Partner, Pregnancy and Past Tool) . HIV Screening shall also be conducted utilizing Ora-Quick Advance. An Infant developmental assessment shall also be conducted as needed. All screening tools and kits shall be provided by DOH/DCHS.
- C.3.5.4.1** Provide monthly reports of the number of screenings conducted for pregnancy, maternal depression, substance abuse and other conditions at health fairs and other community events.
- C.3.5.5** Market the DCHS program to community agencies, support service providers and the general public, including but not limited to eligibility, services provided and procedures for enrollment.
- C.3.5.5.1** Provide monthly reports of the number of brochures, fact sheets, etc. distributed at health fairs and community events
- C.3.5.6** Facilitate community-based meeting for the purpose of providing support and information to project area residents and community organizations.
- C.3.5.7** Participate in health fairs and community events to promote healthy lifestyle choices among potential project participants through reinforcement of appropriate health education topics in accordance with established health protocols.
- C.3.5.7.1** Provide monthly reports of community based meetings.
- C.3.5.8** Maintain records of all contacts, referrals and outreach interventions.
- C.3.5.9** Participate in the Kids Healthy Start Database training.
- C.3.5.10** Enter specified data into the DCHS Kids II database system.
- C.3.5.11** Participate in all identified health events as directed by the COTR.
- C.3.6** **QUALIFICATIONS**
- C.3.6.1** **Program Manager**

The Program Manger shall meet the following qualifications:
- C.3.6.1.1** Degree in Business Administration, Public Health or equivalency or Certified Public Manager certification with two years of managerial

experience as they apply to planning, organizing, problem solving, directing, delegating and evaluating;

- C.3.6.1.2** Knowledge of various types of prenatal/postnatal at-risk factors that cause infant mortality;
- C.3.6.1.3** Knowledge of application of effective communication skills, written, verbal and nonverbal in the successful achievement of day-to-day administrative or management milieu;
- C.3.6.1.4** Knowledge of group dynamics, goal setting, conflict resolution, and the ability to use logical framework and analytic process for efficient management of activities; and
- C.3.6.1.5** Apply time management concepts in the performance of assigned duties,

C.3.6.2 License Registered Nurses

All license registered nurses shall meet the following qualifications:

- C.3.6.2.1** Be a graduate of an accredited nursing school in the United States or Canada;
- C.3.6.2.2** Have at least 2 years of pediatric nursing experience providing direct patient care;
- C.3.6.2.3** Have excellent oral and written communications skills;
- C.3.6.2.4** Be licensed as a registered nurse and in good standing in the District of Columbia; and
- C.3.6.2.5** Have knowledge of prenatal, perinatal, postnatal and infant health.

C.3.6.3 Family Support Workers

All Family Support Workers shall meet the following qualifications:

- C.3.6.3.1** Have a High School Diploma or equivalent
- C.3.6.3.2** One year experience in social and/or health related activities that provide a medical or community support service;
- C.3.6.3.3** Demonstrate excellent written and verbal communication skills; and
- C.3.6.3.4** Have the ability to work independently and prepare accurate and concise reports.

C.3.6.4 Outreach Technicians

All Outreach Technicians shall meet the following qualifications:

- C.3.6.4.1** Have a High School Diploma or equivalent
 - C.3.6.4.2** One year experience in social and/or health activities that provides for health education services;
 - C.3.6.4.3** Demonstrate excellent written and verbal communication skills; and
 - C.3.6.4.4** Have the ability to work independently and prepare accurate and concise reports.
- C.3.7 Performance Measures** - The contractor is expected to provide monthly and annual reports on these performance measures to the COTR to achieve the following:
- C.3.7.1** By December 31, 2008, have no more than 4% the proportion of African American women enrolled prenatally in case management deliver a very low birth weight less than 1500 g singleton.
 - C.3.7.2** By December 31, 2008, have no more than 12.3% the proportion of African American women enrolled prenatally in case management deliver a low birth weight less than 2500 g singleton.
 - C.3.7.3** By December 31, 2008, have at least 75%, the proportion of African American women enrolled prenatally in case management entering prenatal care in the first trimester.
 - C.3.7.4** By December 31, 2008, have no more than 5% of African American women enrolled prenatally in case management report entering prenatal care in 3rd trimester.
 - C.3.7.5** By December 31, 2008, have at least 51% the proportion of client referred to substance abuse services receive services within 3 weeks.
 - C.3.7.6** By December 31, 2008, have at least 60% of African American prenatal and interconceptional uninsured clients referred by Contractor staff subsequently enrolled in Medicaid/SCHIP.
 - C.3.7.7** By December 31, 2008, retain at least 80% of high-risk African American women and infant pairs in case management throughout the interconceptional period.

- C.3.7.8** By December 31, 2008, have at least 65% the proportion of case managed African American infants with special needs receive services within 4 weeks of referral.
- C.3.7.9** By December 31, 2008, have at least 90% the proportion of case managed African American women complete at least the 8-week post partum visit, and the first annual visit to receive family planning and other preventive services.
- C.3.7.10** By December 31, 2008, 90% of African American case managed women shall have been screened for depression according to protocol.
- C.3.7.11** By December 31, 2008, 75% of case managed clients that failed depression screen have a completed a referral for diagnosis/treatment within 3 weeks.
- C.3.8** **Program Orientation and Evaluation**
- Contractors shall be required to participate in the follow activities:
- C.3.8.1** An orientation of the D.C. Healthy Start Project and key governmental agencies/programs conducted by DOH staff;
- C.3.8.2** A review of data elements in the DCHS Kids II database as identified by the COTR.
- C.3.8.3** A review of reporting requirements issued by the funding agency and the DOH; in-service training on various topics identified by the COTR;
- C.3.8.4** Customer satisfaction surveys as well as studies conducted by an independent evaluator; and
- C.3.8.5** Various outreach activities.
- C.3.9** Property/Information
- C.3.9.1** The contractor is required to furnish all necessary equipment to fulfill the requirements under this contract. DOH will require the vendor to maintain client records and data in compliance with HIPPA Regulations. When deemed to be necessary to facilitate program objectives, DOH may on occasion, provide space to contractor personnel where daily interaction with DOH staff is necessary or when temporary workspace is necessary (e.g., during on-site records review). Any data, records, files etc. collected during the course of performing tasks associated with this contract stored or copied onto a desktop or portable computer must be password protected and/or encrypted. Training on the use of the database will be provided to the vendor by DC Healthy Start staff.

SECTION D
PACKAGING AND MARKING

D.1 This section is not applicable to this procurement

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SECTION E
INSPECTION AND ACCEPTANCE

E.1 INSPECTION OF WORK PERFORMED

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

E.2 The contractor's performance shall be monitored in accordance with the monthly performance measures reports submitted to the COTR in accordance with Section C.3.7

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SECTION F
DELIVERY OR PERFORMANCE

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one year from date of award specified on the cover page of the contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one year option periods, or successive fractions thereof by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor a preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

F.3 DELIVERABLES

The Contractor shall perform its tasks and produce the required deliverables by the due dates presented in the tables below.

DELIVERABLES - Program Manager

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
1	Performance Measures Reports for submission to the COTR as described in C.3.7	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month and annually

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
2	Report of ad-hoc and other reports for submission to the COTR regarding the identification, recruitment, enrollment and services provided to eligible pregnant and postpartum women and their babies as described in Section C.3.2.5	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
3	Report of attendance at by-weekly meetings with COTR to report on the progress or lack of progress in the attainment of program goals and objectives as described in Section C.3.2.4	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month

DELIVERABLES - License Registered Nurses

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
4	Report of enrollment, assessment; Individual Care Plan development and follow-up services provided to eligible women with infants up to three months of age as described in Section C.3.3.1.1.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
5	A monthly report on the number of eligible women referred to community-based agencies/programs and documentation of those women, who kept their scheduled Appointment as described in C.3.3.2.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
6	A report on the number of males identified and referred to the DCHS male partner program as described in C.3.3.3.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
7	Report detailing clients within each nurse's caseload to include demographics, category (i.e. pregnant or postpartum) and client case management risk levels, as well as Healthy Start Performance measures as described in C.3.3.5	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
8	Report of patient evaluations, as well as case record documentation on contacts, services needed, progress, consultations, and applicable crisis assistance as described in C.3.3.6.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month
9	Case Documentation Report of developmental and immunization screening, parent/child interaction and well baby visits for each child up to age two as described in C.3.3.7.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
10	Report of all nurses who complete training on DC Healthy Start Kids' II database as described in C.3.3.9.1	1	1 hard copy and 1 disk	5 th day after initial training
11	Report of nurse participation in DC Healthy Start case rounds as required by COTR as described in C.3.3.8.1	1	1 hard copy and 1 disk	Monthly - 5 th day after the preceding month

DELIVERABLES - Family Support Workers

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
12	Report of the number of women identified and enrolled in the DCHS per Family Support Worker's Caseload as described C.3.4.1.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
13	Report of home visits provided to eligible DCHS participants four (4) days per week to include: initial visit with case manager/nurse, and subsequent follow-up visits; outreach activities conducted one day per week as described in C.3.4.2.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
14	Report of referrals received from D.C Healthy Start and other sources as described in C.3.4.3.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
15	Report of the number of contacts identified through outreach activities as described in C.3.4.3.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
16	Report of the number of women screened for pregnancy, maternal depression, substance abuse and other conditions, in addition, number of infant developmentally assessed as described in C.3.4.5.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
17	Report of the participation in case conferences with case managers as described in C.3.4.9.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
18	Report of the number of families who receive assistance with prenatal/child health services, referrals, and appointments with support agencies and other needed resources as described in C.3.4.10.1	1	1 hard copy and 1 disk	Monthly-5 th day after the preceding month
19	Report of attendance at DC Healthy Start Kids II database training as described in C.3.3.12.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month

DELIVERABLES - Public Health Outreach Technician

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
20	Report of number and type of outreach services provided as described in C.3.5.2.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month
21	Report of the number of identified women referred to DC HS Nurse Case Management as described in C.3.5.3.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month
22	Report of the number of screening conducted for pregnancy, maternal depression substance abuse and other conditions at health fairs and other community events as described in C.3.5.4.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month
23	Report of the number of brochures, fact sheets, etc. distributed at health fairs and community events as described in C.3.5.5.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month
24	Number of community based meeting held as described in C.3.5.7.1	1	1 hard copy and 1 disk	Monthly -5 th day after the preceding month

F.4 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor may not be paid.

SECTION G
CONTRACT ADMINISTRATION DATA

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, according to the Payment Clause specified below in Section G.4, for services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

Deleted: at the prices stipulated in this contract,

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in this Contract. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO), 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:

Office of the Chief Financial Officer
Department of Health
825 North Capitol Street,
Washington, DC

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

- a. Contractor's name, Federal Tax ID, DUNS number and invoice date (the Contractor shall date invoices on the date of mailing or transmittal);
- b. Contract number, page one (1) block number two (2) and purchase number, page one block six (6) and block number twenty-one (21) of the Solicitation Cover Sheet;
- c. Description, price, quantity and the date that the supplies/services were actually delivered and/or performed (Each deliverable submitted during the invoice period shall be specified);
- d. Other supporting documentation or information, as required by the Contracting Officer;
- e. Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

- f. Name, title, mailing address and phone number of the person preparing the invoice;
- g. Name, title, phone number and mailing address of the person to be notified in the event of a defective invoice; and
- h. Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

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

G.4 PAYMENT

G.4.1 The District will make monthly payments to the Contractor based on the prices stipulated in B.2 upon acceptance by the COTR of deliverables and the submission of acceptable invoices.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

Deleted: G.6.2 . Payments to Subcontractors¶

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

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

¶
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¶
 <#>the 3rd day after the required payment date for meat or a meat product;¶
 <#>the 5th day after the required payment date for an agricultural commodity; or¶
 <#>the 15th day after the required payment date for any other item.¶

¶
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¶
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G.7 CONTRACTING OFFICER

G.7.1 Contracts may be entered into and signed on behalf of the District Government only by contracting officers.

G.7.2 The address and telephone number of the Contracting Officer for this contract is:

James H. Marshall
441 – 4th Street, NW
Suite 700 South
Washington, DC 20001
(202) 724-4197

G.8 AUTHORIZED CHANGES 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 contract, notwithstanding provisions contained elsewhere in this Contract.

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

G.8.3 In the event the Contractor 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 contract 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 contract and such other responsibilities and authorities as may be specified in the contract. 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 contract;

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

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.
- G.9.2** The address and telephone number of the Contracting Officer Technical Representative for the contract is:
- John Pitts
DC Healthy Start Program
Department of Health
1900 Mass. Avenue, SE
Washington, D.C. 20019
Phone: 202 698-7345
Fax:
e-mail: john.pitts@dc.gov
- 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 contract;
- G.9.3.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;
- 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 contract.
- G.9.4** The Contractor 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.

SECTION H
SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination 05-2103 Rev. No. 4 dated July 5, 2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.2 of this solicitation. The Contractor shall be bound by the wage rates for the term of the contract. If an option is exercised, the Contractor shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code § 2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private Contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR designated in subsection G.9.2 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code § 2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.5) in which the Contractor shall agree that:

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

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

- (1) Number of employees needed;
- (2) Number of current employees transferred;
- (3) Number of new job openings created;
- (4) Number of job openings listed with DOES;
- (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and

- (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.

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

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

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

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

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

- H.5.7** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the Contracting Officer shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer shall, within two business days of making the determination forward a copy of the determination to the Agency Chief Financial Officer and the COTR.
- H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.5.8.
- H.5.9** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.
- H.6** **PROTECTION OF PROPERTY:**
- The Contractor shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this contract.
- H.7** **AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**
- During the performance of the contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 et seq.
- H.8** **SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**
- During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 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** **HIPAA PRIVACY COMPLIANCE**
- The Department of Health Community Health Administration (MPCA) is a "Covered Entity" as that term is defined in the Privacy Rule as a recipient of Protected Health Information from MPCA, is a "Business Associate" as that term is defined in the Privacy Rule.

1. Definitions

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term “individual” in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and

- ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual; or
 - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official.* The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer.* The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- n. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
- i. Transmitted by electronic media;
 - ii. Maintained in electronic media; or
 - iii. Transmitted or maintained in any other form or medium;
 - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
 - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

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

Designated Record Set, to the Covered Entity or an Individual within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency

confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

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

4. Additional Obligations of the Business Associate

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

5. Sanctions

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

6. Obligations of the Covered Entity

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

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and

disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

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

the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

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

- i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
- iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a mutually agreed upon format or confidentially destroy all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

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

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to

give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.

- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered

Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

DOH

Attention:

Attention:

Fax: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall

address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

SECTION I
CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts dated March 2007 in Attachment J.1 are incorporated as part of the contract resulting from this solicitation.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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 contract administration, such as financial, administrative, cost or pricing, or management information.

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

financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of the Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under the Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District 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 Contract, 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 Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

Use, duplication, or disclosure is subject to restrictions stated in Contract No. _____ With _____ (Contractor'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 Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.
- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under the Contract. Unless written approval of the contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under the Contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subContractor under the Contract, the Contractor 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 Contractor's rights in that subContractor data or computer software which is required for the District.

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the Contract or any paid-up maintenance agreement, or if Contractor 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 Contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under the Contract, or (ii) based upon any data furnished under the Contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, and I.5.11 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work
- I.6** **OTHER CONTRACTORS**
- The Contractor shall not commit or permit any act that will interfere with the performance of work by another District Contractor or by any District employee.
- I.7** **SUBCONTRACTS**
- I.7.1** The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subContractor without the prior, written consent of the Contracting Officer. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District shall have the right to review and approve prior to its execution to the Contractor. Any such subcontract shall specify that the Contractor and the subContractor shall be subject to every provision of the Contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

I.8.1.1 Bodily Injury: The Contractor 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 Contractor shall carry property damage insurance of at least one hundred thousand dollars (\$100,000) per occurrence.

I.8.1.3 Workers' Compensation: The Contractor shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to the Contract, and the Contractor 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 Contractor shall carry employer's liability coverage of at least one hundred thousand dollars (\$100,000).

I.8.1.5 Automobile Liability: The Contractor 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 contract. 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 Contractor 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 contract 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.3. 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 Contractor 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

The following documents are incorporated into the contract by reference in the following order of precedence. Any inconsistency or conflict in language shall be resolved by giving precedence in the following order:

1. The Supplies or Services and Price/Cost Section (Section B)
2. Specifications/Work Statement (Section C)
3. Delivery or Performance (Section F)
4. Contract Administration Data (Section G)
5. The Special Contract Requirements (Section H)
6. Inspection and Acceptance (Section E)
7. The Contract Clauses (Section I)
8. List of Attachments (Section J)
9. Representations, Certifications and Other Statements Of Offerors (Section K)
10. Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contracts, dated March 2007 (Section J.1)
11. U.S. Department of Labor Wage Determination No. 05-2103, Revision 4 dated July 2007 (Section J.2)
12. Contractor's Proposal, dated _____ (Section J.7)

SECTION J
LIST OF ATTACHMENTS

The following Attachments are hereby incorporated into the contract by this reference.

Attachment	Title
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supply and Service Contracts, dated March 2007
J.2	U.S. Department of Labor Wage Determination No.05-2103, Revision No. 4 dated July 5, 2007
J.3	Tax Certification Affidavit
J.4	E.E.O. Information and Mayor's Order 85-85
J.5	First Source Employment Agreement
J.6	Cost/Price Data Package
J.7	Contractor's Proposal dated
J.8	Past Performance Form
J.9	D.C. Healthy Start Case Management Protocols

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

K.1 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit incorporated herein as Attachment J.3.

K.2 AUTHORIZED NEGOTIATORS

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

K.3 TYPE OF BUSINESS ORGANIZATION

K.3.1 The Offeror, by checking the applicable box, represents that

a. It operates as:

a corporation incorporated under the laws of the State of _____

an individual,

a partnership,

a nonprofit organization, or

a joint venture; or

b. If the Offeror is a foreign Contractor, it operates as:

an individual,

a joint venture, or

a corporation registered for business in _____(Country)

K.4 WALSH-HEALEY ACT

If this contract is for the manufacture or furnishing of materials, supplies, articles or equipment in an amount that exceeds or may exceed \$10,000, and is subject to the Walsh-Healey Public Contracts Act, as amended (41 U.S.C. 35-45), the following terms and conditions apply:

- a. All representations and stipulations required by the Act and regulations issued by the Secretary of Labor (41 CFR Chapter 50) are incorporated by reference. These representations and stipulations are subject to all applicable rulings and interpretations of the Secretary of Labor that are now, or may hereafter, be in effect.
- b. All employees whose work relates to this contract shall be paid not less than the minimum wage prescribed by regulations issued by the Secretary of Labor (41 CFR 50-202.2). Learners, student learners, apprentices, and handicapped workers may be employed at less than the prescribed minimum wage (see 41 CFR 50-202.3) to the same extent that such employment is permitted under Section 14 of the Fair Labor Standards Act (29 U.S.C. 214).
 - 1. If your offer is \$10,000, or more, the following information **MUST** be furnished:
- c. Regular Dealer
 - 1. The Offeror is a Regular Dealer.
 - 2. The Offeror is not a Regular Dealer.
- d. Manufacturer
 - 1. The Offeror is a Manufacturer.
 - 2. The Offeror is not a Manufacturer.

K.5 BUY AMERICAN CERTIFICATION

The Offeror hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Clause 29 of the Standard Contract Provisions, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS

_____ COUNTRY OF ORIGIN

K.6 OFFICERS NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

_____ No person listed in Clause 17 of the Standard Contract Provisions will benefit from this contract.

_____ The following person(s) listed in Clause 17 may benefit from this contract. For each person listed, attach the affidavit required by Clause 17 of the Standard Contract Provisions.

K.7 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

a. Each signature of the offeror is considered to be a certification by the signatory that:

- 1. The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
 - i. those prices
 - ii. the intention to submit a contract, or
 - iii. the methods or factors used to calculate the prices in the contract.
- 2. The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
- 3. No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

b. Each signature on the offer is considered to be a certification by the signatory that the signatory;

- 1. Is the person in the offeror’s organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or

2. Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:

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

- i. As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - ii. As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a) (1) through (a)(3) above.
- c. If the offeror deletes or modifies subparagraph (a) (2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

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

K.8.1 Definitions. As used in this provision:

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

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

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

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

- K.8.1.5** **Employee:** means an employee of a Contractor directly engaged in the performance of work under a Government contract. “Directly engaged” is defined to include all direct cost employees and any other Contractor employee who has other than a minimal impact or involvement in contract performance.
- K.8.1.6** **Individual:** means an Offeror/Contractor that has no more than one employee including the Offeror/Contractor.
- K.8.2** By submission of its offer, the Offeror, if other than an individual, who is making an offer that equals or exceeds \$25,000, certifies and agrees, that with respect to all employees of the Offeror to be employed under a contract resulting from this solicitation, it will - no later than 30 calendar days after contract award (unless a longer period is agreed to in writing), for contracts of 30 calendar days or more performance duration: or as soon as possible for contracts of less than 30 calendar days performance duration, but in any case, by a date prior to when performance is expected to be completed:
- K.8.2.1** Publish a statement notifying such employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- K.8.2.2** Establish an ongoing drug-free awareness program to inform such employees about the following:
- K.8.2.2.1** The dangers of drug abuse in the workplace;
- K.8.2.2.2** The Contractor’s policy of maintaining a drug-free workplace;
- K.8.2.2.3** Any available drug counseling, rehabilitation, and employee assistance programs; and
- K.8.2.2.4** The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- K.8.2.3** Provide all employees engaged in performance of the contract with a copy of the statement required by subparagraph K.8.2.1 of this provision;
- K.8.2.4** Notify such employees in writing in the statement required by subparagraph K.8.2.1 of this provision that, as a condition of continued employment on the contract resulting from this solicitation, the employee will:
- K.8.2.4.1** Abide by the terms of the statement; and

- K.8.2.4.2** Notify the employer in writing of the employee’s conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 calendar days after such conviction;
- K.8.2.5** Notify the Contracting Officer in writing within 10 calendar days after receiving notice under subdivision K.8.2.4 2 of this provision, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee; and
- K.8.2.6** Within 30 calendar days after receiving notice under subdivision K.8.2.4 2 of this provision of a conviction, takes one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
 - K.8.2.6.1** Take appropriate personnel action against such employee, up to and including termination; or
 - K.8.2.6.2** Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency.
- K.8.2.7** Make a good faith effort to maintain a drug-free workplace through implementation of subparagraphs K.8.2.1 through K.8.2.6 of this provision.
- K.8.3** By submission of its offer, the Offeror, if an individual who is making an offer of any dollar value, certifies and agrees that the Offeror will not engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance in the performance of the contract resulting from this solicitation.
- K.8.4** Failure of the Offeror to provide the certification required by paragraphs K.8.2 through K.8.3 of this provision renders the Offeror unqualified and ineligible for award.
- K.8.5** In addition to other remedies available to the Government, the certification in paragraphs K.8.2 through K.8.3 of this provision concerns a matter within the jurisdiction of an agency of the United States and the making of a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 3001.

K.8.6 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE

Authorized Contractor Personnel (Print Name)	Title
Signature of Authorized Contractor Personnel	Date

SECTION L INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS**L.1 CONTRACT AWARD****L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

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

L.1.2 INITIAL OFFERS

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

- a. One original and ten (10) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic and telegraphic proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Request for Task Order Proposals No. DCHC-2008-R-9322 – Case Management and Care Coordination Services."
- b. Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, **EVALUATION FACTORS FOR AWARD**. The Offeror shall respond to each factor in a way that will allow the District to evaluate the Offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services and service delivery. The information requested below for the technical proposal shall facilitate evaluation of all offers. The technical proposal must contain sufficient detail to provide a clear and concise representation of the requirements described in Section C, **SERVICE DESCRIPTION AND SCOPE OF SERVICE**.

L.2.1 General Proposal Submission Requirements

- a. Offerors are directed to Sections M.1, Evaluation For Award, M.2, Technical Evaluation Rating Scale, and M.3, Evaluation Factors and the interdependent relationship that exists between the Evaluation Factors described in Section M.3.3.1, the requirements described in Section C.3 of

- the solicitation and the instructions to Offerors that follow in Section L.2.2.
- b. Offerors shall prepare responses to fully address the Technical Proposal requirements as described below in Section L.2.2, and Price Proposal requirements as described in Section L.2.3.
 - c. The information requested in Section L.2.2 has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C.3 and in accordance with Sections M.1, Evaluation For Award, M.2, Technical Evaluation Rating Scale, and M.3, Evaluation Factors. The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described in Sections L.2.1 and L.2.2.
 - d. The Offeror's proposal(s) shall be organized and presented in the two separate volumes, Volume I, Technical Proposal, and Volume II, Price Proposal.
 - e. The Offeror shall prepare a cover letter to accompany its Technical Proposal and Price Proposal. The cover letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the anticipated contract provisions. The cover letter shall clearly identify the contract requirements that it is responding to (i.e. Section C.3). An authorized representative of the Offeror shall sign the letter.
 - f. The narrative sections of each volume shall be formatted as follows:
 1. Typewritten (8.5' by 11' bond paper);
 2. Single spaced;
 3. One sided;
 4. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
 5. One-inch (or greater) margins;
 6. 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;
 7. Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and
 8. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

L.2.2 VOLUME I - TECHNICAL PROPOSAL CONTENT INSTRUCTIONS**L.2.2.1 Technical Approach**

a. Narratives

1. The Offeror shall provide an understanding of the District's requirements and the objective and purpose DC Healthy Start Program;
2. The Offeror shall provide an overall approach for fulfilling the requirements and an understanding of the DC Health Start Case Management Protocols;
3. The Offeror shall discuss the approach and methodology to develop the individual tasks, project deliverables

b. Attachments

1. Conceptual Project Work Plan as described in C.3.2.1
2. Conceptual procedures to organize, direct, control and evaluate staff achievements described in C.3.2.2

L.2.2.2 Past Performance

a. Narratives

1. The offeror shall provide a description, including total years of demonstrable and measurable past performance of its organization in meeting the quality, completeness and timeliness of the performance requirements and working with case management and care coordination services.
2. The offeror shall provide a description of its past performance perinatal and infant health care.
3. The offeror shall provide a description of its past performance in case management and care coordination services.

b. Attachments

1. List all companies, states and federal agencies that your company has performed these services
2. Provide 3 Past Performance Evaluation Forms from 3 entities (Attachment J.8)

L.2.2.3 Project Staff

a. Narrative

1. The offer shall discuss recruitment, hiring and retention of required staff for the required services.

b. Attachments

1. Organizational Chart - including resumes of the Offeror's staff to provide or contribute to the services to be provided. The organizational chart shall include the staff member's name and position. Staff shall have a knowledge of prenatal, perinatal, and postnatal at risk factors and infant health, along with experience in obtaining prenatal, perinatal, and postnatal at risk services/resources.

L.2.2.4 Volume II Price Proposal Content Instructions

The Offeror's Price Proposal shall be the amount to perform these services.

L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than **2:00 p.m. local time on April 10, 2008**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 POSTMARKS

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

L.3.3 LATE MODIFICATIONS

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

L.3.4 LATE PROPOSALS

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

L.4 FAILURE TO SUBMIT OFFERS

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

L.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 PROPOSAL PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.7 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.8 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.9 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.10 PROPOSAL COSTS

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

L.11 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS

In addition to other proposal submission requirements, the successful offeror must submit an electronic copy of its proposal, redacted in accordance with any

applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.12 CERTIFICATES OF INSURANCE

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

Jennifer Wimbish, Contract Specialist
441 4th Street, NW, Room 700 South
Washington, DC 20001
202 724-4960 (P)
202 727-0245 (F)
Jennifer.wimbish@dc.gov

L.13 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 must 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.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals 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 Contractor selection and award based on the best and final offers received. If discussions are reopened, the Contracting Officer shall issue an additional request for best and final offers to all offerors still within the competitive range.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, Address, Telephone Number, Federal tax identification number and DUNS Number of offeror;

L.15.2 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 contract award or its exemption from such requirements; and

L.15.3 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.16 FAMILIARIZATION WITH CONDITIONS

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

L.17 STANDARDS OF RESPONSIBILITY

The prospective contractor must demonstrate to the satisfaction of the District the capability in all respects to perform fully the contract requirements, therefore, the prospective contractor must submit the documentation listed below with its proposal.

L.17.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.17.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.17.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.17.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.17.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.17.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.17.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations
- L.17.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be nonresponsible.

L.18 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.19 KEY PERSONNEL

- L.19.1** The offeror shall set forth in its proposal the names and reporting relationships of the key personnel the offeror will use to perform the work under the proposed contract. Their resumes shall be included. The hours that each will devote to the contract shall be provided in total and broken down by task.

L.20 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 **15** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **15** days before the date set for submission of proposals. 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 contract will not be binding.

L.21 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11 a.m. on March 19, 2008 at 441 4th Street, NW, Suite 700S, 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 must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dcgov.org.

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SECTION M
EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contract will be awarded to the responsible Offeror whose offer is most advantageous to the District and represents the best value. Award determination will be based upon the evaluation criteria specified below. Thus, while the points in the evaluation criteria indicate their relative importance, the total scores will not necessarily be determinative of the award. Rather, the total scores will guide the District in making an informed decision based upon the evaluation criteria.

M.2 TECHNICAL RATING SCALE

The Offeror’s proposal response for each factor will be evaluated by the District and assigned a technical rating based on the quality of the Offeror’s response. The Technical Rating Scale is provided below:

Numeric Rating	Adjective	Description
0	Unacceptable	Fails to meet minimum requirements, e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
1	Poor	Marginally meets minimum requirements; major deficiencies which may be correctable.
2	Minimally Acceptable	Marginally meets minimum requirements; minor deficiencies which may be correctable.
3	Acceptable	Meets requirements; no deficiencies
4	Good	Meets requirements and exceeds some requirements; no deficiencies
5	Excellent	Exceeds most, if not all requirements; no deficiencies.

M.2.1 The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor and significant subfactor to determine the Offeror’s score for each factor. The Offeror’s total technical score will be determined by adding the Offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value of 0 to 25 points, utilizing the Technical Rating Scale above the District evaluates the Offeror’s response as "Good," the score for that evaluation factor is 4/5 of 25 or 20.

M.3 EVALUATION FACTORS

The objective of the source selection process is to identify and select the Offeror that has successfully demonstrated the ability to successfully meet the District’s needs in the manner most advantageous to the Government, all factors considered.

- a. The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of Sections C.3 and L.2.
- b. The relative probabilities of the Offeror to accomplish this will be evaluated based on the specific information requested in L.2 in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factors in a way that will allow the District to evaluate the Contractor’s response. The scoring for each evaluation factor will be based on the District’s determination of the degree to which the Contractor satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies, weaknesses identified in the proposal as well as the District’s risk will also be considered. The evaluation factors and significant sub factors, point value and relative importance follows.

Non-Price (Technical) Evaluation Factors 0 – 90 Points		
Evaluation Factors	Point Value	Relative Importance
Technical Approach	0 - 40 Points	Technical Approach has more importance than Past Performance
Past Performance	0 - 35 Points	Past Performance has less importance than Technical Approach but more that Project Staff
Project Staff	0 – 15 Points	Project Staff has less importance that Technical Approach and Past Performance
Price Evaluation Factor 0 – 10 Points		
Evaluation Factor	Point Value	Relative Importance
Price	0 – 10 Points	Price is less important than Technical

M.3.1 Technical Proposal

M.3.1.1 Technical Approach (L.2.2.1)

M.3.1.2 Past Performance (L.2.2.2)

M.3.1.3 Project Staff (L.2.2.3)

M.3.2 Price Proposal (L.2.2.4)

- a. Price evaluations will account for up to 10 points of the total score. Unlike the technical evaluation, the price evaluation will be more objective. Hence, the Offeror with the lowest price will receive the maximum points. All other proposals will receive a proportionately lower total score.
- b. Actual points assigned to each Offeror in this category will be based on the Offeror's total price and will be computed in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (10) \text{ Weight} = \frac{\text{Evaluated}}{\text{Price Score}}$$

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