

SOLICITATION, OFFER, AND AWARD		1. Caption		Page of Pages	
		Enrollment Broker Services		1	170
2. Contract Number	3. Solicitation Number	4. Type of Solicitation	5. Date Issued	6. Type of Market	
	DCHT-2011-R-0001	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source	10/7/2010	<input checked="" type="checkbox"/> Open	
7. Issued by: Department of Health Care Finance Office of the Director - Division of Contracts 825 No Capitol Street, NE, 6th Floor Washington, DC 20002			8. Address Offer to: Office of Contracting and Procurement - Bid Room 441 4th Street, NW Suite 703 South Washington, DC 20001 Attn: Department of Health Care Finance		

NOTE: In sealed bid solicitations "offer" and "offeror" mean "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 703 South, Bid Room Washington, DC 20001 until 2:00 PM local time November 9, 2010 (Hour) (Date)

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

10. For Information Contact	A. Name	B. Telephone			C. E-mail Address
	Lillian Beavers	(Area Code) 202	(Number) 724-4349	(Ext)	lillian.beavers3@dc.gov

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 120 calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> ___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

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

22. Name of Contracting Officer (Type or Print) James H. Marshall	23. Signature of Contracting Officer (District of Columbia)	24. Award Date
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**SECTION B
SUPPLIES OR SERVICE AND PRICE/COST**

B.1 INTRODUCTION

The Government of the District of Columbia Department of Health Care Finance (DHCF) (District) is seeking an Enrollment Broker (Contractor) to administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children’s Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program.

B.2 CONTRACT TYPE

The District contemplates the award of a fixed price contract with a cost reimbursement component.

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR

Contract Line Item No. (CLIN)	Item Description	Total Price
FIXED PRICE		
0001	Administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children’s Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program as described in C.3	\$ _____
0001A	Transition Services as described in C.4.13	
COST REIMBURSEMENT		
0002	Translation and Interpreter Services as described in C.3.4.4	Not to Exceed \$ _____
Base Year Period of Performance Total		\$ _____

B.3.2 OPTION YEAR ONE

Contract Line Item No. (CLIN)	Item Description	Total Price
FIXED PRICE		
0101	Administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children’s Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program as described in C.3	\$ _____
COST REIMBURSEMENT		
0102	Translation and Interpreter Services as described in C.3.4.4	Not to Exceed \$ _____
Option Year One Period of Performance Total		\$ _____

B.3.3 OPTION YEAR TWO

Contract Line Item No. (CLIN)	Item Description	Total Price
FIXED PRICE		
0201	Administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children’s Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program as described in C.3	\$ _____
COST REIMBURSEMENT		
0202	Translation and Interpreter Services as described in C.3.4.4	Not to Exceed \$ _____
Option Year Two Period of Performance Total		\$ _____

B.3.4 OPTION YEAR THREE

Contract Line Item No. (CLIN)	Item Description	Total Price
FIXED PRICE		
0301	Administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children’s Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program as described in C.3	\$ _____
COST REIMBURSEMENT		
0302	Translation and Interpreter Services as described in C.3.4.4	Not to Exceed \$ _____
Option Year Three Period of Performance Total		\$ _____

B.3.5 OPTION YEAR FOUR

Contract Line Item No. (CLIN)	Item Description	Total Price
FIXED PRICE		
0401	Administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children’s Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program as described in C.3	\$ _____
COST REIMBURSEMENT		
0402	Translation and Interpreter Services as described in C.3.4.4	Not to Exceed \$ _____
Option Year Four Period of Performance Total		\$ _____

B.3.6 GRAND TOTAL

Period of Performance	Total Price
Base Year (B.3.1)	\$ _____
Option Year One (B.3.2)	\$ _____
Option Year Two (B.3.3)	\$ _____
Option Year Three (B.3.4)	\$ _____
Option Year Four (B.3.5)	\$ _____
Grand Total	\$ _____

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SECTION C
SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

The Government of the District of Columbia Department of Health Care Finance (DHCF) (District) is seeking an Enrollment Broker (Contractor) to administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children's Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program.

C.1.1 APPLICABLE DOCUMENTS

C.1.1.1 The Contractor shall comply with the most recent versions and any future revisions to all applicable federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The following documents and any subsequent revisions are relevant to this procurement and are incorporated by this reference.

Item No.	Document Type	Title	Version
1	Court Order	Salazar v. The District of Columbia et al. Attachment J.1	Most Recent
2		Reserved	
3	D.C. Law	D.C. Code §44-552 Criminal Background Check http://government.westlaw.com/linkedslice/search/default.asp?RS=GVT1.0&VR=2.0&SP=DCC-1000 (Attachment J.11)	Most Recent
4	Federal Law	Title XIX, of the Social Security Act (the Medicaid Act); www.ssa.gov/OP_Home/ssact/title19	Most Recent
5	Federal Law	42 U.S.C. §1396b(m) Section 1903(m) and 1932 Social Security Act Conditions of participation applicable to providers of services described in of the www.law.cornell.edu/uscode/42/ch.7	Most Recent
6	Federal Law	The Balanced Budget Act of 1997 www.healthlaw.org/pubs/BBA	Most Recent
7	Federal Law	42 USC§1212-14 Section 504 of the Rehabilitation Act of 1973, and Title II of the Americans with Disabilities Act of 1990 www4.law.cornell.edu/uscode/42	Most Recent
8	Code of Federal Regulations	42 CFR Part 434 subpart C, E, and F www.access.gpo.gov/nara	Most Recent

Item No.	Document Type	Title	Version
9	Code of Federal Regulations	Good Cause for Disenrollment 42 CFR 438.56(d)(2) www.access.gpo.gov/nara	Most Recent
10	Code of Federal Regulations	HIPAA Regulations 45 CFR Part 160 and 164 (Attachment J.16) www.access.gpo.gov/nara	Most Recent
11	DC Code	DC Code §1-307.02 District of Columbia Medical Assistance Program www.dccode.westgroup.com	Most Recent
12	DC Municipal Regulations	Title 29 of DCMR Public Welfare Chapter 55 Enrollment and Disenrollment Requirements and Procedures for Services Rendered to AFDC and AFDC-Related Medicaid Recipients Participating in the Medicaid Managed Care Program	Most Recent
13	Guidelines	Flesch-Kincaid Readability Testing http://rfptemplates.technologyevaluation.com/readability-scores/flesch-kincaid-readability-score.html	Most Recent
14	DHCF Document	Enrollment Broker Activity Summary January 1, 2009 – December 31, 2009 Attachment J.20	Most Recent
15	Web Site	Language Line www.language.com	Most Recent

C.1.2 DEFINITIONS

C.1.2.1 Automated Call Distribution System ACDS: An automated call distribution system utilized by the Contractor to manage all incoming calls and support all Call Center activities.

C.1.2.2 Automated Client Eligibility Determination System (ACEDS): The information system maintained by the Income Maintenance Administration to determine eligibility.

C.1.2.3 Addictions, Prevention, Recovery Administration (APRA): The District of Columbia's agency responsible for alcohol and drug abuse treatment and prevention services under the auspices of the Department of Health.

C.1.2.4 Affiliate: Any individual, corporation, partnership, joint venture, trust, unincorporated organization or association, or other similar organization (hereinafter "Person"), controlling, controlled by or under common control with Contractor or its parent(s), whether such common control be direct or indirect. Without limitation, all officers, or persons, holding five percent

(5%) or more of the outstanding ownership interests of Contractor or its parent(s), directors or subsidiaries of Contractor or parent(s) shall be presumed to be affiliates for purposes of this document and Contract. For the purposes of this definition, “control” means the possession, directly or indirectly, of the power (whether or not exercised) to direct or cause the direction of the management or policies of a Person, whether through the ownership of voting securities, other ownership interests, or by contract or otherwise including but not limited to the power to elect a majority of the directors of a corporation or trustees of a trust, as the case may be.

- C.1.2.5 Alcohol and Drug Abuse Treatment Services:** Care and services which are covered under the District of Columbia Medicaid plan or that are otherwise furnished to District residents pursuant to any other funded program and which are required for the diagnosis and treatment of an illness or condition which is classified as an addiction-related disorder under the ICD-9 or DSM-IV.
- C.1.2.6 D.C. Health Care Alliance (Alliance)** – the program for comprehensive, community-centered health care and medical services established pursuant to Contract No. DCFRA#-00-C-039 (or any related or subsequent contract) and the Health Care Privatization Amendment Act of 2001, effective July 12, 2001 (D.C. Law 14-18; D.C. Official Code § 7-1401 *et seq.*).
- C.1.2.7 American Accreditation Health Care Commission/URAC:** Commission that establishes accreditation standards for MCOs.
- C.1.2.8 Appeal:** A request from an Enrollee for a reversal of an administrative decision made by the Contractor or a denial by the MCO of authorization to provide a service prescribed by an in-plan, appropriately qualified practitioner.
- C.1.2.9 Authorization:** See Prior Authorization, Service Authorization.
- C.1.2.10 Auto Assignment:** The process for assigning Enrollees to an MCO health plan if the Enrollee does not exercise their right to choose an MCO within the allowed timeframe.
- C.1.2.11 Behavioral Health Services:** The inpatient and outpatient mental health and drug and alcohol services covered under DCHFP.
- C.1.2.12 Benefit Counselor:** The individual that assists potential DCHFP Enrollees with choosing an MCO and primary care physician (PCP) under the DCHFP.
- C.1.2.13 Reserved**

- C.1.2.14 Business Days:** A business day includes Monday through Friday except for those days recognized as federal holidays and District holidays.
- C.1.2.15 Carved Out Services:** The services that are not covered by the MCO plans but are covered by the fee-for-service Medicaid system.
- C.1.2.16 Case Management Services:** Services that assist individuals in gaining access to necessary medical, social, educational and other services.
- C.1.2.17 Center for Medicare and Medicaid Services (CMS):** The agency under the U.S. Department of Health and Human Services responsible for administering Title XIX (Medicaid) of the Social Security Act (Applicable Document # 4).
- C.1.2.18 Child:** In this document, refers to children and adolescents ages 0 through 21 eligible for Medicaid and enrolled in a Medicaid managed care program.
- C.1.2.19 State Children's Health Program (SCHIP) :** The Children's Health Insurance Program provides health insurance for children under Title XXI of the Social Security Act who come from working families with incomes too high to qualify for Medicaid but too low to afford private health insurance (See Title XXI).
- C.1.2.20 Child and Adolescent Health Measurement Initiative (CAHMI) Screener:** A set of consequence based questions developed by The Foundation For Accountability (FACCT) used to identify children with chronic or special health care needs and measure the basic aspects of health care quality for this group of children.
- C.1.2.21 Complaint:** An issue an Enrollee or participant presents to the Contractor or MCO, either in written or oral form that is subject to resolution by the Contractor, MCO, District or its designee.
- C.1.2.22 Complaint Line:** Toll-free telephone line administered by the Contractor to assist consumers in resolving complaints related to the DCHFP enrollment process under this Contract.
- C.1.2.23 Confidentiality:** The Contractor's responsibility to not disclose health, medical or enrollment information for purposes other than that which the information was obtained.
- C.1.2.24 Contractor:** The Offeror who is awarded the Contract to perform the functions of the Enrollment Broker for the DCHFP.

- C.1.2.25 Covered Services:** Medicaid health care services that the MCO shall provide to Enrollees, including all services required by this Contract, District and federal law.
- C.1.2.26 Customer Satisfaction Surveys:** Valid and reliable surveys to measure Enrollees' overall satisfaction with Medicaid services and with specific aspects of those services in order to identify problems and opportunities for improvement.
- C.1.2.27 Customer Service Telephone Line:** Toll-free telephone line administered by the Contractor to assist Enrollees and participants in resolving problems related to the enrollment process.
- C.1.2.28 Cultural Competence:** A set of skills that allow individuals and organizations to respond sensitively and respectfully to people of various cultures, races, ethnic backgrounds, religions, and sexual preferences and translate this understanding systematically to enhance the effectiveness of health care delivery to diverse populations.
- C.1.2.29 Database:** The system used by the Contractor to record and track information about the Enrollee's eligibility and MCO enrollment.
- C.1.2.30 Day:** Calendar day unless otherwise specified.
- C.1.2.31 Deliverables:** Those documents, records and reports required to be furnished to the CA for review and approval pursuant to the terms of this Contract.
- C.1.2.32 Dental Health Line:** Toll-free telephone line administered by the Contractor to assist Enrollees in obtaining Medicaid and managed care Dental Providers information, explain dental benefits and coordinate dental appointments.
- C.1.2.33 Disenrollment:** Removal of an Enrollee from an MCO plan because of an eligibility termination or transfer request from the Enrollee.
- C.1.2.34 District of Columbia Healthy Families Program (DCHEP):** District of Columbia Healthy Families Program is the district's combination of the Medicaid program and the Children's Health Insurance Program. District of Columbia Healthy Families Program is the District's combination of the Medicaid program and the Children's Health Insurance Program.
- C.1.2.35 District:** Refers to the Government of the District of Columbia ("District").

- C.1.2.36 District's Fiscal Agent:** The vendor responsible for the District's Medicaid Management Information System.
- C.1.2.37 Dual Eligible:** An individual who is eligible to receive services through both Medicare and Medicaid.
- C.1.2.38 Early and Periodic Screening, Diagnosis, and Treatment (EPSDT):** The pediatric component of the Medicaid program created and implemented by federal statute and regulations. This program establishes standards of care for children and adolescents under age 21, calling for regular screening and for the services needed to prevent, diagnose, correct or ameliorate a physical or mental illness, including alcohol and drug abuse, or condition identified through screening.
- C.1.2.39 Eligibility:** The process whereby an individual is determined to be eligible for health care coverage through the Medicaid program by the Income Maintenance Administration.
- C.1.2.40 Eligibility Span:** A period of time during which a participant is eligible to receive DHCF benefits. An eligibility period is indicated by the eligibility start and end date.
- C.1.2.41 Enrollee:** An individual eligible for the DCHFP who meets the eligibility requirements of the District's Medicaid managed care program.
- C.1.2.42 Enrollment:** The process by which a Medicaid eligible individual is enrolled to receive services from an MCO plan.
- C.1.2.43 Enrollment Application:** The form containing all the required information for a Medicaid recipient to enroll in the DCHFP.
- C.1.2.44 Enrollment Data:** Enrollment data refers to the managed care plan's information on Medicaid eligible individuals who are plan members. The managed care plan gets its enrollment data from the Medicaid program's eligibility system.
- C.1.2.45 Fair Hearing:** The process adopted and implemented by the District Department of Health Care Finance in compliance with federal regulations and District rules relating to Medicaid Fair Hearings found at 42 CFR Part 431, Subpart E.
- C.1.2.46 Family:** Parents, foster parents, legal guardians or relatives who serve as a child's primary caregiver.
- C.1.21.47 Family Planning Services:** Any medically approved diagnostic procedure, treatment, counseling, drug, supply, or device which is

prescribed or furnished by a provider to individuals of childbearing age for the purpose of enabling such individuals to freely determine the number and spacing of their children.

- C.1.2.48 Federally Qualified Health Center (FQHC):** A health center and/or clinic as defined in 42 C.F.R. 405.2430 - 2470.
- C.1.2.49 Federally Recognized Services:** Services included as mandatory or optional Medicaid benefits in the regulations of the Center for Medicaid and Medicare Services.
- C.1.2.50 Fee-for-Service (FFS):** Payment to providers on a per-service basis for health care services.
- C.1.2.51 Fee-for-Service Continuity Exemption Form:** A provision that entitles certain Enrollees to be exempt from the requirement to select an MCO and to remain in the fee-for-service Medicaid system. Qualifying Enrollees are those who have an HIV/AIDS diagnosis at the time they become eligible for the DCHFP or receive notice to select an MCO. (Attachment J.15)
- C.1.2.52 Flesch-Kincaid Reading Level:** An index that computes readability based on the average number of syllables per word and the average number of words per sentence, for example, a score of 5.0 means that a 5th grader would understand the document (Applicable Document #13).
- C.1.2.53 Fraud:** An intentional deception or misrepresentation or concealment of the facts made by a person with the knowledge that the deception could result in some unauthorized benefit to himself/herself or another person. It includes any act that constitutes fraud under applicable federal or District law.
- C.1.2.54 Government Holidays:** Holidays observed by Federal and/or District Governments; New Years Day, Martin Luther King Jr. Day, Presidents Day, Emancipation Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, and Christmas Day.
- C.1.2.55 Grievances:** A complaint that cannot be resolved to the Enrollee's satisfaction or an issue presented by the Enrollee to the Contractor or CA in writing for formal consideration.
- C.1.2.56 Health Assessment Questionnaire:** A questionnaire distributed by the Contractor as part of the New Enrollment Package to ascertain the existence of certain medical conditions and ongoing plans of treatment. The questionnaire collects important information for the purpose of alerting the MCO of the existence of certain urgent or special medical

conditions that may require more intensive case management by the MCO (Attachment J.12).

- C.1.2.57 Health Care Alliance:** A program serving District residents under 200% FPL, regardless of immigration status, who are not eligible for Medicaid.
- C.1.2.58 Health Maintenance Organization (HMO):** A District of Columbia licensed risk-bearing entity that combines delivery and financing of health care and which provides basic health services to enrolled members for a fixed, prepaid fee.
- C.1.2.59 In-Person:** An appearance carried out personally in someone else's physical presence.
- C.1.2.60 In-Plan Services:** Services that are the payment responsibility of the MCO.
- C.1.2.61 Income Maintenance Administration (IMA):** District agency responsible for determining eligibility for Medicaid through TANF and TANF-related categories, and for administering determinations for SSI eligibility made by the Social Security Administration.
- C.1.2.62 Involuntary Disenrollment:** The termination of membership of an Enrollee under the terms and conditions permitted under this Contract.
- C.1.2.63 LaShawn Receiver:** Court designated administrator of the District Child and Family Services Agency responsible for investigating children's protective issues, exercising custodial responsibility for children who are removed from the custody of their families, and administering foster care and other services needed to care for children while they are in the custody of the District.
- C.1.2.64 "Lock-in":** policy describing that an Enrollee must remain in the same MCO plan for 9 months after the first 90 days of choice period expires
- C.1.2.65 Mandatory Enrollment:** The process whereby a District of Columbia resident is required to enroll in the MCO plan for health services.
- C.1.2.66 Managed Care Organization (MCO):** An entity which contracts with the District of Columbia to provide comprehensive physical and behavioral health and treatment services through its network of physicians, clinics and hospitals.
- C.1.2.66 Medicaid:** A federally and state funded program authorized by Title XIX of the Social Security Act (Applicable Document # 4) which provides

payment of medical expenses for eligible persons who meet income and other criteria.

- C.1.2.67 Management Information System (MIS):** Computerized or other system for collection, transmittal, analysis and reporting of information needed to support the required services and management activities.
- C.1.2.68 DC Medicaid Management Information System (MMIS)** A CMS approved system operated by the District's Fiscal Agent that supports the operation of the Medicaid program. MMIS includes the following types of sub-systems or files: recipient eligibility, Medicaid provider, claims processing, pricing, SURS, MARS, and encounter processing.
- C.1.2.69 Medicaid Managed Care Program (MMCP):** A program for the provision and management of specified Medicaid services through contracted Health Maintenance Organizations. MMCP was established pursuant to the Medicaid Managed Care Amendment Act of 1992, effective March 17, 1992 (DC Law 9-247, DC Code Section 1-359) as amended. The District of Columbia Medicaid Managed Care Program is DCHFP.
- C.1.2.70 Department of Health Care Finance (DHCF):** The Administration within the District of Columbia responsible for administering Medicaid services under Title XIX (Medicaid) (Applicable Document # 4) for eligible beneficiaries, including the Medicaid Managed Care Program and oversight of its managed care contractors.
- C.1.2.71 Member Month:** One Enrollee who is enrolled in the DCHFP for one month.
- C.1.2.72 Member Record:** A record contained on the Daily Membership File or the Monthly Membership File that contains information on eligibility, managed care coverage, and the category of assistance, which help establish the covered services for which a consumer is eligible.
- C.1.2.73 Mental Health and Alcohol and Drug Abuse Services:** Medicaid services for the treatment of mental or emotional disorders and treatment of chemical dependency disorders.
- C.1.2.74 Net Worth (Equity):** The residual interest in the assets of an entity that remains after deducting its liabilities.
- C.1.2.75 Network:** All contracted or employed providers in a MCO health plan that providing covered services to members.

- C.1.2.76 Network Provider:** Health or mental health service provider who is an individual or organization selected and under contract with a specific MCO health plan.
- C.1.2.77 Newborn:** Any infant who is born to a mother who is a Participant and enrolled in an MCO.
- C.1.2.78 New Enrollment Package:** The Enrollment Materials provided to a newly eligible Enrollee to assist the Enrollee in selecting an MCO plan.
- C.1.2.79 Non-Covered Services:** Services that are not covered under the District Medicaid plan.
- C.1.2.80 Notice of Action:** Written notice of a decision by an MCO to authorize, deny, terminate, suspend, or delay requested services for a specific Enrollee; approve or deny a grievance; approve or deny an appeal; or report on actions taken to resolve a complaint.
- C.1.4.1.81 Novation Agreement:** A legal instrument executed by a contractor (transferor), the successor in interest (transferee), and the District by which, among other things, the District recognizes the transfer of the contract and related assets.
- C.1.2.82 Offeror:** A partnership, firm, corporation, association or other entity submitting a proposal for the purpose of obtaining a District of Columbia contract.
- C.1.2.83 Ombudsman:** Entity that engages in impartial and independent investigation of individual complaints, advocates on behalf of consumers, and issues recommendations. This function may be operated by an organization independent of the Contractor, or by a designated and appropriately delineated and empowered unit in a government agency.
- C.1.2.84 On-Line Provider Directory:** A directory of participating providers in the MCO plan available for review on the World Wide Web (internet).
- C.1.2.85 Out-of-Network Provider:** A health or mental health and alcohol and drug abuse individual or organization that does not have a written provider agreement with a DCHFP MCO and therefore is not included or identified as being in the MCO's network.
- C.1.2.86 Out of Plan Services:** Services that are not covered under the Enrollee's MCO plan.
- C.1.2.87 Outreach:** Activities performed by the Contractor or its designee to contact Enrollees and their families and to communicate information,

monitor the effectiveness of care, encourage use of Medicaid resources and treatment compliance, and provide education.

- C.1.2.88** **Participants:** An individual eligible for the DCHFP who meets the eligibility requirements of the District’s Medicaid managed care program.
- C.1.2.89** **Primary Care Physician (PCP):** A board-certified or board-eligible physician who has a contract with a MCO to provide necessary well care, diagnostic, and primary care services, and to coordinate referrals, when necessary, to other health care providers for Participants enrolled in an MCO.
- C.1.2.90** **Prior Authorization:** A determination made by an MCO to approve or deny a provider’s or Enrollee’s request to provide a service or course of treatment of a specific duration and scope to an Enrollee prior to the provision of the service.
- C.1.2.91** **Provider:** An individual or organization that delivers medical, dental rehabilitation, or mental health services.
- C.1.2.92** **Provider Subspecialist:** A provider that is recognized to have expertise in a specialty of medicine or surgery.
- C.1.2.93** **Provider Agreement:** Any CA-approved written agreement between the MCO and a provider to provide medical or professional services to consumers to fulfill the requirements of the contract.
- C.1.2.94** **Provider Continuity Default:** An enrollment provision that allows Participants who have been re-certified for Medicaid eligibility after being terminated for loss of Medicaid eligibility and were previously enrolled in an MCO within the previous three (3) months to be automatically re-enrolled in the same MCO.
- C.1.2.95** **Quality Improvement:** Methods to identify opportunities for improving an organization’s performance; identify causes of poor performance; design and test interventions; and implement demonstrably successful interventions system-wide.
- C.1.2.96** **Quality Management:** An ongoing, objective and systematic process of monitoring, evaluating and improving the quality, appropriateness and effectiveness of care.
- C.1.2.97** **Recipient:** A person eligible for health care services under the District of Columbia, Medical Assistance or Alliance program.
- C.1.2.98** **Recipient Month:** One recipient covered by COTR for one (1) month.

- C.1.2.99 Rejected Claim:** A claim that has erroneously been assigned a unique identifier and is removed from the claims processing system prior to adjudication.
- C.1.2.100 Psychiatric Residential Treatment Facility:** 24-hour treatment facility primarily for children with significant behavioral problems who need long-term treatment.
- C.1.2.101 Salazar Monitor:** Court monitor appointed to report, record, evaluate, observe, and provide recommendations to the United States District Court on the District's Medicaid program including processing of Medicaid applications and re-certification, eligibility verification, and arranging for, providing, and reporting on EPSDT services.
- C.1.2.102 Section 1915(b) Waiver:** A statutory provision of Medicaid that allows a District to partially limit the freedom of choice by consumers of Medicaid eligible services or that waives the requirements under Title XIX (the Medicaid Act) (Applicable Document # 4) for state-wideness of a plan or comparability of benefits.
- C.1.2.103 Reserved**
- C.1.2.104 Service Area:** The District of Columbia.
- C.1.2.105 Service Authorization:** A determination made by an MCO to approve or deny a provider's or Enrollees' request to provide a service or course of treatment of a specific duration and scope to an Enrollee. (See also "Prior Authorization")
- C.1.2.106 SOBRA:** Sixth Omnibus Budget Reconciliation Act, which allows states to expand coverage to pregnant women and children.
- C.1.2.107 Start Date:** The first date beneficiaries are eligible for medical services under the operational contract and on which date the MCO plans are operationally responsible and financially liable for providing medically necessary services.
- C.1.2.108 Subcontract:** Any written contract between the Contractor and another party that requires the other party to provide services or benefits that the Contractor is responsible for under this Contract.
- C.1.2.109 Supplemental Security Income (SSI):** A Medicaid category of assistance for aged, blind or disabled individuals who are eligible for federal Supplemental Security Income cash assistance and Medicaid benefits.

- C.1.2.110 SSI-Related:** A Medicaid category which includes but is not limited to the same requirements as SSI. Persons who receive Medicaid in SSI-Related categories may include, but are not limited to aged, blind or disabled and individuals determined to be Medically Needy.
- C.1.2.111 Sui Juris:** Having full legal rights or capacity as in the case of emancipated minors.
- C.1.2.112 Temporary Assistance for Needy Families (TANF):** Federally funded program that provides assistance to single parent families with children who meet the categorical requirements for aid. TANF eligible also qualify for Medicaid coverage.
- C.1.2.113 TANF-related Individuals:** Persons who qualify for Medicaid and whose family incomes do not exceed 200% of the Federal Poverty Level (FPL). TANF-related eligibility is determined by the District's District Medicaid Plan or federal law (including medically needy and transitional Medicaid).
- C.1.2.114 Title XIX (Medicaid):** Title XIX of the Social Security Act (Applicable Document # 4) is a program that provides medical assistance for certain individuals and families with low incomes and resources. The program, known as Medicaid, became law in 1965 as a jointly funded cooperative venture between the Federal and State governments to assist States in the provision of adequate medical care to eligible needy persons.
- C.1.2.115 Title XXI (CHIP):** Title XXI of the Social Security Act is the Children's Health Insurance Program. The Children's Health Insurance Program provides health insurance for children under 300% FPL who come from working families with incomes too high to qualify for Medicaid, but too low to afford private health insurance (See Children's Health Insurance Program).
- C.1.2.116 Title XVIII (Medicare):** A federally-financed health insurance program administered by the Center for Medicare and Medicaid Services covering almost all Americans sixty-five (65) years old and older and certain individuals under sixty-five (65) who are disabled or have chronic kidney disease. The program provides protection with an acute care focus under four parts: (1) Part A covers inpatient hospital services, post-hospital care in skilled nursing facilities and care in patients' homes; (2) Part B covers primarily physician and other outpatient services; (3) Part C covers Managed Care; and (4) Part D covers prescription drug coverage.
- C.1.2.117 Transition:** The activities, requirements, and terms necessary to ensure the orderly transfer of the operational responsibilities of the required services from the current Contractor or to a subsequent Contractor.

- C.1.2.118 Transition Period:** The period of three (3) months prior to the first or last day of the Contract where the Contractor operates as the enrollment broker and performs the services required.
- C.1.2.119 Transportation Services:** Mode of transportation that can suitably meet Enrollee’s medical needs. Acceptable forms of providing transportation include, but are not limited to, provision of bus, subway, or taxi vouchers; wheelchair vans; and ambulances.
- C.1.2.120 Triage:** The process of determining the degree of urgency of the needs of an individual Enrollee, and then referring and further arranging for that Enrollee to receive the appropriate level of care.
- C.1.2.121 TTD/TTY:** A telecommunications instrument enabling those with communication disorders to communicate over the telephone by using a keyboard. Also known as Teletype (TTY) or Telephone Device for the deaf (TTD).
- C.1.2.122 Urban:** Consists of territory, persons and housing units in places, with 2,501 or more persons. These places shall be in close proximity to one another.
- C.1.2.123 Waiver:** A process by which a state may obtain an approval from CMS for an exception to a federal Medicaid requirement(s).
- C.1.2.124 Warm Transfer:** A “warm transfer” is when the Contractor remains on the telephone line with the Enrollee after transferring a telephone call to ensure a successful transfer to a human being.
- C.1.3 ACRONYMS**
- C.1.3.1 ACDS** Automated Call Distribution System
- C.1.3.2 ACEDS** Automated Client Eligibility Determination
- C.1.3.3 APRA** DC Addiction Prevention Recovery Administration
- C.1.3.4 CAHMI** Child and Adolescent Health Measurement Initiative
- C.1.3.5 CASSIP** Child and Adolescent SSI or SSI-Related Plans
- C.1.3.6 CBE** Certified Business Enterprise
- C.1.3.7 CHIP** Children’s Health Insurance Program
- C.1.3.8 CMHS** Commission on Mental Health Services

C.1.3.9	CMS	Center for Medicare and Medicaid Services
C.1.3.10	CA	Contract Administrator
C.1.3.11	CO	Contracting Officer
C.1.3.12	CRR	Change Report Rate
C.1.3.13	DBE	Disadvantaged Business Enterprise
C.1.3.14	DCHFP	District of Columbia Healthy Families Program
C.1.3.15	DCOIG	District of Columbia, Office of Inspector General
C.1.3.16	DHCF	Department of Health Care Finance
C.1.3.17	DME	Durable Medical Equipment
C.1.3.18	DMH	Department of Mental Health
C.1.3.19	DOES	Department of Employment Services
C.1.3.20	DOH	DC Department of Health
C.1.3.21	DSLBD	Department of Small Local Business Development
C.1.3.22	D-U-N-S	Data-Universal-Numbering-System
C.1.3.23	EPSDT	Early and Periodic Screening, Diagnosis, and Treatment
C.1.3.24	FFS	Fee-For-Service
C.1.3.25	FPL	Federal Poverty Level
C.1.3.26	FTE	Full Time Equivalent
C.1.3.27	HIPAA	Health Insurance Portability and Accountability Act (Attachment J.16)
C.1.3.28	HMO	Health Maintenance Organization
C.1.3.29	ICF/MR	Intermediate Care Facilities for the Mental Retarded
C.1.3.30	IMA	Income Maintenance Administration
C.1.3.31	IVR	Interactive Voice Response

C.1.3.32	LBE	Local Business Enterprise
C.1.3.33	LBOC	Local Business Opportunity Commission
C.1.3.34	Reserved	
C.1.3.35	LTRBO	Long Time Resident Business Owner
C.1.3.36	MA	Medical Assistance
C.1.3.37	Reserved	
C.1.3.38	MIS	Management Information System
C.1.3.39	MMCP	Medicaid Managed Care Program
C.1.3.40	MMIS	Medicaid Management Information System
C.1.3.41	MOU	Memorandum of Understanding
C.1.3.42	OIG	U.S. Department of Health and Human Services, Office of Inspector General
C.1.3.43	OMC	Office of Managed Care
C.1.3.44	PCP	Primary Care Physician
C.1.3.45	PMPM	Per Member Per Month
C.1.3.46	QI	Quality Improvement
C.1.3.47	RBO	Resident Business Owner
C.1.3.48	RFP	Request for Proposal
C.1.3.49	SOBRA	Sixth Omnibus Budget Reconciliation Act
C.1.3.50	SSI	Supplemental Security Income
C.1.3.51	TANF	Temporary Assistance to Needy Families
C.1.3.52	TDL	Technical Direction Letter
C.1.3.53	TPL	Third Party Liability

C.1.3.54	TTD	Telephone Device for the deaf
C.1.3.55	TTY	Teletype Device for the deaf
C.1.3.56	URAC	Utilization Review Accreditation Commission
C.1.3.57	VER	Voluntary Enrollment Rate
C.1.3.58	VOB	Veteran Owned Business

C.2 BACKGROUND

C.2.1 DHCF MISSION

The DHCF is the single District agency with the responsibility for implementation and administration of the DC Healthy Families Program (DCHFP). DCHFP operates under the authority of section 1915(b) of the Social Security Act. Approximately 100,000 primarily low-income pregnant women, children and adults (e.g., Temporary Assistance for Needy Families (TANF), Sixth Omnibus Budget Reconciliation Act (SOBRA), and State children's health insurance program (SCHIP) eligible) are enrolled in DCHFP. Approximately 35,000, Managed Care Alliance Enrollees are enrolled in DCHFP on a mandatory basis.

C.2.1.1 DCHFP

C.2.1.1.1 DCHFP is the District's mandatory managed care program that provides an array of comprehensive health care and mental health services to eligible Enrollees through two (2) MCOs. The DHCF requires certain Medicaid beneficiaries and CHIP beneficiaries as well as Alliance beneficiaries to enroll in Managed Care. DHCF is committed to offering Enrollees a choice of MCO plans and primary care providers through a fair and meaningful enrollment process.

C.2.1.1.1.1 The DHCF current enrollment broker, Raytheon, Inc., formerly Houston and Associates, Inc., has provided services for the past five years to the District. A summary of the Enrollment Broker Activities for the period January 1, 2009 through December 31, 2009 including total volume of calls, average call length, average hold time and abandonment rate for the customer service, complaint and dental lines is provided in Attachment J.20. The summary also provides the average per month for enrollments, disenrollment requests, health status information, voluntary enrollment rate, change request rate, enrollee satisfaction, and telephone response time.

C.2.1.1.2 DHCF believes an informed and voluntary selection of an MCO by Enrollees is critical to the success of any mandatory managed care program. In an attempt to increase the amount of time an individual remains enrolled in the same health plan a “Lock-in” policy was introduced in 2001. DHCF expects that this “Lock-in” policy will foster stronger provider-patient relationships.

C.2.1.1.3 Under the “Lock-in” policy, Medicaid Enrollees have 90 days from the date their MCO plan assignment becomes effective to change MCO plans for any reason. After 90 days of enrollment, the Enrollee is “locked-in” to the MCO plan for 9 months until the anniversary date of their enrollment. Enrollees shall continue to be allowed to change health plans after 90 days for “Good Cause” as determined by the CA and in accordance with 42 CFR 438.56 (d)(2) (Applicable Document # 9).

C.2.1.2 Alliance

C.2.1.2.1 The Alliance is the District’s mandatory managed care program that provides an array of comprehensive health care services through two (2) MCO plans to eligible Enrollees. The Alliance is committed to offering Enrollees automatic enrollment through a fair and meaningful enrollment process.

C.2.2 ELIGIBLE POPULATIONS

C.2.2.1 Under the authority of the District authorized by the Center for Medicare and Medicaid Services (CMS), the following Medicaid, SCHIP and Alliance beneficiaries are required to enroll in DCHFP:

- a. Section 1931 Children and Related Poverty Level Populations;
- b. Section 1931 Adults and Related Poverty Level Population;
- c. Children’s Health Insurance Program population;
- d. Immigrant eligible children; and
- e. Alliance Population

C.2.3 EXCLUDED POPULATIONS

Under the authority of District’s Section 1915(b) waiver program authorized by CMS, the following Medicaid beneficiaries are excluded from mandatory enrollment:

- a. Individuals residing in a nursing facility;
- b. Individuals residing in and intermediate care facility for the mentally retarded;
- c. Individuals that have an eligibility period that is only retroactive;
- d. Foster care children;

- e. Homeless individuals;
- f. Individuals restricted to a single provider;
- g. Children residing in a Psychiatric Residential Treatment Facility;
and
- h. SSI and SSI related

C.2.4 BENEFIT PACKAGE CHART

The table that follows identifies services that are available to DCHFP Enrollees through MCO plans and the Fee-For Service delivery system.

Service	MCO	Fee-for-Service
Abortion	✓	
Day Treatment Services		✓
Dental (preventive dental for children under age 21 only)	✓	
Developmental Disabilities Services - EPSDT and other services needed for developmentally disabled	✓	
Durable Medical Equipment	✓	
Education Agency Services	✓	✓
Emergency Services	✓	
EPSDT	✓	
Family Planning Services	✓	✓
Federally Qualified Health Center Services	✓	
Home Health	✓	
Hospice		✓
Inpatient Hospital – Psych	✓	
Inpatient Hospital – Other	✓	
Immunizations	✓	
Lab and x-ray	✓	
Mental Health Services: Diagnostic evaluation/assessment, psychiatric outpatient clinic services, crisis intervention, medication management, psychological testing, psychiatric inpatient, Psychiatric Residential Treatment Facility*, hospitalization, therapeutic nursery, lab.	✓	
Nurse midwife	✓	
Nurse practitioner	✓	
Nursing Facility	Short-term stays	Long-term (cover 30 days for Medicaid)

* MCOs are responsible for at least the first 30 days and up to 60 days in a Psychiatric Residential Treatment Facility, depending on date of disenrollment.

Service	MCO	Fee-for-Service beneficiaries)
Obstetrical services	✓	
Occupational therapy	✓	
Other Outpatient Services	✓	
Outpatient Hospital - All Other	✓	
Outpatient Hospital - Lab & X-ray	✓	
Personal Care	✓	
Pharmacy	✓	
Physical Therapy	✓	
Physician	✓	
Private duty nursing	✓	
Prof. & Clinic and other Lab and X-ray	✓	
Rehabilitation Treatment Services	✓	
Rural Health Clinic		
Speech Therapy	✓	
Inpatient Substance Abuse Treatment Services	✓	
Testing for sexually transmitted diseases	✓	
Transportation – Emergency	✓	
Transportation - Non-emergency	✓	
Transplants		✓
Vision Exams and Glasses	✓	
Other -- Case Mgmt. Services Tuberculosis related services Intermediate Care Facilities		✓
Other Pharmacy Services – - Family planning drugs and supplies.	✓	

C.2.5 GOALS

The goals of the services to result from this procurement are:

- a. Assist Enrollees in selecting the most appropriate MCO taking into account each individual's health care needs and geographical location;
- b. Reduce the rate of automatic assignments to the MCO plans;
- c. Reduce the rate of primary care physicians (PCP) assignments by the MCO plans;
- d. Improve the Enrollee's understanding of the managed care environment, role of the PCP and the benefits and services offered;
- e. Improve the Enrollee's awareness and understanding of the District's Early and Periodic Screening, Diagnosis, and Treatment ("EPSDT") program, the importance of receiving timely preventive health exams, and the methods for accessing services

within the program. Children in the Alliance Program are not covered under the federal EPSDT program.

- f. Ensure the collection of Health Status Information;
- g. Ensure that Enrollee's complaints are directed to the most appropriate place for resolution;
- h. Decrease the amount of time between the Enrollee's date of notice of Medicaid eligibility and the date of enrollment in an MCO;
- i. Demonstrate an increase in Enrollee satisfaction with initial MCO selections (C.3.2.3.1.1) through a reduction in the number of MCO transfer requests; and
- j. Reduce the risk of marketing abuses by the MCO plans by maximizing the number of opportunities for Enrollees to obtain objective, unbiased information.

C.3 REQUIREMENTS

The Contractor shall provide at a minimum the following required services in compliance with the Salazar Court Order (Applicable Document #1) (Attachment J.1), federal and District laws and regulations listed in Section C.1.1, Applicable Documents 1 -14, in support of the District's objectives (C.2.5) for enrollment broker services.

C.3.1 ENROLLMENT MATERIALS

The Contractor shall design, develop, revise, print, produce and distribute all written, audio, and visual Enrollment Materials required in accordance with the following:

C.3.1.1 Enrollment Materials Guidelines

C.3.1.1.1 Prior Approval

The Contractor shall submit all Enrollment Materials produced for the review and written approval of the CA prior to use or distribution. The Contractor shall submit Enrollment Materials for the review and approval of the CA at a minimum 15 days prior to the intended use and distribution. The CA may periodically adjust the required days depending on number and content, and complexity of the Enrollment Material.

C.3.1.1.2 Professional Standards

The Contractor shall produce and distribute Enrollment Materials that are culturally sensitive and professional in appearance and content subject to the continuing review and approval by CA. The Contractor shall use graphics and color printing in its design, if requested by the CA. The Contractor shall reproduce, at its own expense, Enrollment Materials that

are deemed by the CA unprofessional in content, appearance or design. The Contractor shall be subject to sanctions as described in Section G.4 for distributing Enrollment Materials that the CA has not approved, deems poor quality, including poor copy quality, grammatical errors, typographical errors, irregularity in font sizing, and failure to meet the guidelines described in C.3.1.1.

C.3.1.1.3 Translated Materials

The Contractor shall prepare and produce written Enrollment Materials in accordance with the District's Language Access Act of 2003 (Attachment J.9) including Spanish, Korean, French, Vietnamese, Chinese Traditional, and Amharic

C.3.1.1.4 Reading Level

The Contractor shall develop and design all written translated Enrollment Materials, English and non-English, at a 5th grade reading level. The Contractor shall certify and submit to the CA the readability of all Enrollment Materials utilizing the Flesch-Kincaid readability testing (Applicable Document #13) function of Microsoft Word or an equivalent test. In those instances when the 5th grade reading level cannot be achieved due to the complexity of the subject, the Contractor shall certify successful readability testing and comprehension through a focus group of Enrollees.

C.3.1.1.5 Frequency of Updates

C.3.1.1.5.1 The Contractor shall update all written Enrollment Materials (C.3.1.2 – C.3.1.12) at least annually and on a periodic basis as required to reflect changes in policy and program design to ensure that the most current Enrollment Materials are available to Enrollees upon enrollment and upon request.

C.3.1.1.5.2 The Contractor shall provide written notice to all Enrollees of any program changes described in the written Enrollment Materials at least 30 days before the intended effective date of the change.

C.3.1.1.6 Enrollment Guidelines Certification

The Contractor shall provide a written certification attesting that each Enrollment Material (C.3.1.2 – C.3.1.12) has been produced in accordance with the Enrollment Guidelines described in C.3.1.1 through C.3.1.1.5.

C.3.1.2 New Enrollment Package

The Contractor shall prepare and issue a New Enrollment package to each new Enrollee or family by the second business day after receipt of eligibility from Medicaid Management Information System (MMIS). The Contractor shall include the following materials in the New Enrollment Package:

C.3.1.2.1 Notification Letter

The Contractor shall design and print a Notification Letter that provides at a minimum the following information:

- a. A brief description of the DC Healthy Families Program;
- b. A description of Enrollment Materials included in New Enrollment Package (C.3.1.2.1– C.3.1.2.9);
- c. MCO selection
 1. The names of the persons in the household required to select an MCO;
 2. The deadline for making an MCO selection (C.3.2.3.1) and the Auto Assignment process (C.3.2.3.1.6);
 3. Resources available to select MCO including MCO Decision Assistance Guide (C.3.1.2.4) and MCO Comparison (C.3.1.2.5)
 4. Brief explanation of the Fee-For-Service Continuity Exemption(C.3.2.3.1.2);
- d. A notice that oral interpretation, oral translation and interpreter services (C.3.4.4) are available;
- e. A notice that Enrollment Materials are available free of charge and provided in accordance with the Language Access Act (Attachment J.9) including Amharic, Chinese, French, Korean, Spanish and Vietnamese;
- f. A notice that Enrollment Materials are available in alternative formats (C.3.1.9) for the visually impaired, hearing impaired and for those unable to read including Braille; and
- g. Resources to provide assistance in the enrollment process including Customer Service Center (C.3.4.3) including
 1. In Person Assistance at the Contractor’s facility including location and hours of the Contractor’s Customer Service Center (C.3.4.3.1) and
 2. Call Center (C.3.4.3.2) including Customer Service Line (C.3.4.3.2.1), Complaint Line (C.3.4.3.2.2), Dental Line (C.3.4.3.2.3), and Translation Line (C.3.4.3.2.4).

C.3.1.2.2 Enrollment Application

The Contractor shall develop, print and include an enrollment application form approved by the CA in the New Enrollment Package.

C.3.1.2.3 Health Status Information**C.3.1.2.3.1 Health Assessment Questionnaire**

The Contractor shall include a copy of the most current approved Health Assessment Questionnaires (Attachment J.12) for children and adults in the New Enrollment Package.

C.3.1.2.3.2 Child and Adolescent Health Measurement Index (CAHMI) Screener

The Contractor shall include a copy of the Child and Adolescent Health Measurement Index (CAHMI) Screener (Attachment J.13) or a tool designated by the District for identifying children with special health care needs in the New Enrollment Package.

C.3.1.2.4 MCO Decision Assistance Guide

The Contractor shall design, print and include a MCO decision assistance guide in the New Enrollment Package to assist Enrollee(s) on factors to consider when selecting an MCO. The MCO Decision Attendance Guide shall provide practical illustrative information in the form of checklists, examples of different scenarios and questions and answers to help the Enrollee formulate a determination on which MCO is the most suitable for their needs.

C.3.1.2.5 MCO Comparison

The Contractor shall develop and include a MCO Comparison document in the New Enrollment Package to compare the services offered by each MCO. The comparison shall be provided in an illustrative format that highlights the differences in services and includes at a minimum the following:

- a. Name of the MCO;
- b. Services offered by the MCO;
- c. Address and telephone numbers for the MCO;
- d. Summary of how the benefits are administered; and
- e. Additional services offered by the MCO in addition to the mandatory covered services under DCHFP.

C.3.1.2.6 Basic Features of Managed Care and How to Access Services

The Contractor shall include an explanation of the basic features of managed care and how to access services from the MCO and on a fee-for-service basis. The explanation shall at a minimum:

- a. Explain the basic features of managed care;
- b. Describe how the Enrollee can access the covered services within the MCO; and
- c. Explanation of the services that are not covered by the MCO but will continue to be covered by the fee for service Medicaid program.

C.3.1.2.7 EPSDT Description

The Contractor shall include a description of the free Early and Periodic Screening, Diagnosis, and Treatment (EPSDT)/Well Child and how the EPSDT/Well Child program provides check-ups and treatment to children under age twenty-one (21) in accordance with the periodicity schedule described in the HealthChek brochure (Attachment J.14.1). The description shall include the Contractor's Customer Service Telephone Line telephone number available for additional assistance. This provision does not include the children in the Alliance Program.

C.3.1.2.8 Fee-for Service Continuity Exemption

The Contractor shall include the Fee-For-Service Continuity Exemption form (Attachment J.15) in the New Enrollment Package to inform Enrollees that they may apply for an exemption from the MCO plan if they have HIV/AIDS diagnosis by completing the Fee-for-Service Continuity form. This provision does not apply to the Immigrant Eligible Children.

C.3.1.2.9 Alliance Services

The Contractor shall provide an explanation of the services available to the Alliance population not covered by the MCOs.

C.3.1.3 New Enrollment Package for Newborns

The Contractor shall create a Newborn-centered enrollment package with additional educational information on EPSDT/Well Child program and other healthy baby services (Attachment J.14.1). The New Enrollment Package for Newborns shall include the following:

C.3.1.3.1 Notification Letter

The Contractor shall provide a Notification Letter in the Newborn Enrollment Package that meets all of the elements described in Section C.3.1.2.1 and in addition includes specific information on EPSDT/Well Child services available (Attachment J.14.1) which correlates to the Newborn's age at the time of enrollment in the MCO plan.

C.3.1.3.2 Provider Listing – Child Centered

The Contractor shall provide a separate provider listing in the Newborn Enrollment Package that includes child-centered specialist and sub-specialists highlighted.

C.3.1.3.3 Newborn Coverage

The Contractor shall provide additional information that explains how a Newborn is covered under the MCO of birth while waiting for assignment of a Medicaid number issued by IMA. Once a Medicaid number is assigned, the parent can choose to switch the Newborn(s) to a different MCO plan.

C.3.1.3.4 EPSDT Instructions

The Contractor shall provide instructions to contact the Contractor for assistance with EPSDT and healthy baby appointments with the MCO plan.

C.3.1.4 Reminder Notice

The Contractor shall distribute by mail or in person, ten (10) days before the deadline for selecting an MCO, a Reminder Notice to DHCF Enrollees who have not yet selected an MCO. At a minimum, the Reminder Notice shall specify:

- a. The names of the persons in the household required to select an MCO;
- b. The deadline for making an MCO selection (C.3.2.3.1);
- c. Resources available to select MCO including MCO Decision Assistance Guide (C.3.1.2.4) and MCO Comparison (C.3.1.2.5)
- d. Brief explanation of the Fee-For-Service Continuity Exemption(C.3.2.3.1.2);
- e. An explanation of the auto assignment process (C.3.2.3.1.6);
- f. An explanation of the 90 Day Choice Period (C.3.2.4.1);

- g. An explanation of the “Lock-in” policy. (C.3.2.4.2); and
- h. Resources to provide assistance in the enrollment process including the Customer Service Center (C.3.4.3) and
 - 1. In Person Assistance at the Contractor’s facility including location and hours of the Contractor’s Customer Service Center (C.3.4.3.1) and
 - 2. Call Center (C.3.4.3.2) including Customer Service Line (C.3.4.3.2.1), Complaint Line (C.3.4.3.2.2), Dental Line (C.3.4.3.2.3), and Translation Line (C.3.4.3.2.4).

C.3.1.5 Confirmation Notice MCO and PCP

The Contractor shall develop, print and distribute to Enrollees a notice to confirm each Enrollee’s MCO and PCP selection. The Confirmation Notice shall be sent to each Enrollee upon receipt of an initial enrollment application form or MCO transfer request and shall contain the following:

- a. Name of the Enrollee(s) that selected an MCO;
- b. Effective date of enrollment with MCO;
- c. MCO’s resources to provide assistance in the enrollment process including location and customer service numbers;
- d. Notice that a Medical ID card from the MCO will be issued;
- e. Name of the MCO the Enrollee(s) disenrolled from in the case of Enrollee(s) transferring from an MCO;
- f. Process and timeframe for changing the MCO selection;
 - 1. An explanation of the 90 Day Choice Period (C.3.2.4.1);
 - 2. An explanation of the “Lock-in” Policy (C.3.2.4.2);
- g. Name of the PCP, if selected or reminder to contact the Contractor for assistance if a PCP was not selected;

C.3.1.6 Auto Assignment Notice

The Contractor shall develop, print and distribute a notice on the date of the automatic assignment (C.3.2.3.1.6) to an MCO to inform DHCF Enrollees that they were automatically enrolled in an MCO. The Auto Assignment Notice shall contain at a minimum the following:

- a. Name of the Enrollee(s) automatically assigned to an MCO;
- b. Explanation of why the auto assignment was performed (i.e., failure to select an MCO within the required time) ;
- c. Name of the MCO the Enrollee(s) was auto assigned;
- d. Effective date of enrollment with MCO;
- e. MCO’s customer service/member services telephone number and address for any assistance;
- f. Notice that a Medical ID card from the MCO will be issued;

- g. Clear statement that Medicaid, not the MCO, is responsible for payment of any claims that may have occurred during the lapse of coverage in the MCO; and
- h. Process and timeframe for changing MCO selection;
 - 1. An explanation of the 90 Day Choice Period (C.3.2.4.1)
 - 2. An explanation of the “Lock-in” Policy (C.3.2.4.2)
- i. Instruction to contact the Contractor for assistance in the selection of a PCP;

C.3.1.7 Interview Guide

The Contractor shall develop an interview guide and script for use in assisting DCHFP, Alliance, and Immigrant Eligible Children Enrollees. The Contractor shall submit the Interview Guide to the CA for approval prior to use. The Interview Guide shall contain or address at a minimum the following:

- a. An explanation of the DC Healthy Families, Immigrant Eligible Children, and Alliance Programs, Medicaid, and managed care;
- b. A description of Enrollment Materials included in New Enrollment Package (C.3.1.2.1– C.3.1.2.9);
- c. MCO selection
 - 1. The deadline for making a MCO selection (C.3.2.3.1)
 - 2. The Auto Assignment process (C.3.2.3.1.6)
 - 3. The 90 Day Choice Period (C.3.2.4.1)
 - 4. “Lock-in” policy (C.3.2.4.2)
 - 5. Resources available to select MCO including MCO Decision Assistance Guide (C.3.1.2.4), MCO Comparison (C.3.1.2.5), personal interviews (C.3.3.7) and Group Meetings (C.3.3.8)
 - 6. An explanation of the guidelines for fee-for-service exemptions (C.3.2.3.1.2) from the MCO and the Fee-for-Service Continuity form (Attachment J.15), this provision not apply to the Immigrant Eligible Children, or the Alliance Program
- d. Availability of oral interpretation, oral translation and interpreter services (C.3.4.4);
- e. Availability of Enrollment Materials free of charge and provided in accordance with the Language Access Act (Attachment J.9) including Amharic, Chinese, French, Korean, Spanish and Vietnamese;
- f. Availability of Enrollment Materials in alternative formats (C.3.1.9) for the visually impaired, hearing impaired and for those unable to read including Braille; and
- g. Resources to provide assistance in the enrollment process including Customer Service Center (C.3.4.3)

1. In Person Assistance at the Contractor's facility including location and hours of the Contractor's Customer Service Center (C.3.4.3.1) and
 2. Call Center (C.3.4.3.2) including Customer Service Line (C.3.4.3.2.1), Complaint Line (C.3.4.3.2.2), Dental Line (C.3.4.3.2.3), and Translation Line (C.3.4.3.2.4).
- h. How to access care through the MCO and include the full range of benefits available;
 - i. How to access services available outside the MCO;
 - j. The importance of receiving preventive health care services and EPSDT/Well Plan services as described in the EPSDT periodicity schedule described in the HealthChek brochure (Attachment J.14.1); this provision does not apply to the Immigrant Eligible Children. Immigrant Eligible Children are entitled to age appropriate health exams as defined by the American Academy of Pediatrics;
 - k. The requirement for Enrollees that have had a lapse in Medicaid eligibility to request retroactive Medicaid eligibility from the IMA. This provision does not apply to the Immigrant Eligible Children, or the Alliance Program. There are no services outside of the MCO for immigrant Eligible Children with the exception of the Alliance population for pharmacy, mental health or substance abuse services.
 - l. The importance of completing the Health Status Information forms (C.3.2.3.1.3) including the Health Assessment Questionnaire (Attachment J.12 and CAHMI Screener (Attachment J.13);
 - m. The importance of receiving preventive health care services and EPSDT services (C.3.3.5) described in the EPSDT periodicity schedule HealthChek brochures (Attachments J.14.1 and J.14.2);
 - n. The requirement for third party liability information from Enrollees, when applicable; and
 - o. The requirement for Enrollees that have had a lapse in Medicaid eligibility to request retroactive Medicaid eligibility from the IMA.

C.3.1.8 MCO Provider Directory

C.3.1.8.1 Combined MCO Provider Directory (Print Version)

The Contractor shall provide a copy of the most recently updated combined MCO Provider Directory to new Enrollees as part of the New Enrollment Package (C.3.1.2.1). The Contractor's combined MCO Provider Directory shall:

- a. List alphabetically the available PCP's, specialists such as pediatricians, pediatric surgeons, dentists, ophthalmologists, child psychologists, and "provider sub-specialists" for each MCO including an indication including if the provider is accepting new patients
- b. List participating hospitals, clinics, and pharmacies for each MCO.
- c. Provide the address, telephone number and non-English languages spoken by each of the providers listed; and
- d. Include outpatient substance abuse providers in the provider directory. The original listing will be provided by the CA in accordance with Section H.13.4.

C.3.1.8.1.1 Review and Verify

The Contractor shall perform at a minimum the following reviews and verification of to ensure the accuracy and completeness of the Combined MCO Provider Directory information:

- a. Review the MCO provider listings at least monthly to identify additions, deletions, changes, or updates to the MCO information described in C.3.1.8.1 to the provider directory;
- b. Verify provider contact information upon receipt of conflicting information from multiple MCOs; and
- c. Contact the outpatient substance abuse providers at least quarterly to identify additions, deletions, changes, or updates to these providers.

C.3.1.8.1.2 Correct and Update

The Contractor shall perform at a minimum the following to correct and update information identified in C.3.1.8.1.1 to ensure the accuracy and completeness of the Combined MCO Provider Directory information:

- a. Correct pages to the Combined MCO Provider Directory to reflect the additions and deletions of providers, including outpatient substance abuse providers, on a monthly basis; and
- b. Update the Combined MCO Provider Directory including the outpatient substance abuse provider listing updates more frequently per a Technical Direction Letter (TDL) from the CA.

C.3.1.8.1.3 Reprint

The Contractor shall reprint the Combined MCO Provider Directory in its entirety when substantial changes, one-fourth of the pages, require replacement.

C.3.1.8.1.4 Annual Reprint

The Contractor shall reprint the Combined MCO Provider Directory in its entirety annually, regardless if substantial changes have been made.

C.3.1.8.2 On-Line Combined MCO Provider Directory

The Contractor shall create and maintain a Combined MCO Provider Directory On-Line accessible by Enrollees and others via the intranet.

C.3.1.8.2.1 Review, Verify, Correct and Update

The Contractor shall ensure that the information on the On-Line Combined MCO Provider Directory is reviewed, verified, corrected, and updated at a minimum monthly consistent with the print version of the Combined MCO Provider Directory as described in C.3.1.8.1.1 and C.3.1.8.1.2.

C.3.1.8.2.2 Search Capabilities

The Contractor shall ensure the On-Line Combined MCO Provider Directory maintains search capabilities to locate at a minimum the following information and data elements:

- a. Enrollees by
 1. Address;
 2. Zip Code
 3. Provider by languages spoken and
 4. Provider zip code
 5. Enrollee by hospital admitting privileges
- b. Providers by
 1. Address
 2. Zip code
 3. Admitting privileges at hospitals

C.3.1.9 Alternative Formats

The Contractor shall make all Enrollment Materials available in appropriate, alternative formats for Enrollees who are visually impaired, hearing impaired or unable to read in accordance with Section 504 of the Rehabilitation Act of 1973 (Applicable Document #7) and Title II of the Americans with Disabilities Act of 1990, 42 USC§1212-14 (Applicable Document #7). At a minimum, the Contractor shall provide Enrollment Materials available in alternative formats that include but are not limited to Braille and audiotapes.

C.3.1.10 Educational Video

The Contractor shall develop an educational video for Enrollees and District agencies. The Educational Video shall explain or address the following:

- a. An explanation of the DC Healthy Families, Immigrant Eligible Children, and Alliance Programs, Medicaid, and managed care;
- b. A description of Enrollment Materials included in New Enrollment Package (C.3.1.2.1– C.3.1.2.9);
- c. A discussion of MCO selection (C.3.2.3.1)
 1. An explanation of the Voluntary selection (C.3.2.3.1.1);
 2. An explanation of the guidelines for fee-for-service exemptions (C.3.2.3.1.2) from the MCO and the Fee-for-Service Continuity form (Attachment J.15), this provision not apply to the Immigrant Eligible Children, or the Alliance Program;
 3. Auto assignment (C.3.2.3.1.6)
 4. 90 Day Choice period (C.3.2.4.1)
 5. “Lock-in” policy (C.3.2.4.2)
 6. Resources available to select MCO including MCO Decision Assistance Guide (C.3.1.2.4), MCO Comparison (C.3.1.2.5) , individual interviews (C.3.3.7) and Group Meetings (C.3.3.8)
- d. Availability of oral interpretation, oral translation and interpreter services (C.3.4.4);
- e. Availability of Enrollment Materials free of charge and provided in accordance with the Language Access Act (Attachment J.9) including Amharic, Chinese, French, Korean, Spanish and Vietnamese;
- f. Availability of Enrollment Materials in alternative formats (C.3.1.9) for the visually impaired, hearing impaired and for those unable to read including Braille; and
- g. Resources to provide assistance in the enrollment process including Customer Service Center (C.3.4.3)
 1. In Person Assistance at the Contractor’s facility including location and hours of the Contractor’s Customer Service Center (C.3.4.3.1) and
 2. Call Center (C.3.4.3.2) including Customer Service Line (C.3.4.3.2.1), Complaint Line (C.3.4.3.2.2), Dental Line (C.3.4.3.2.3), and Translation Line (C.3.4.3.2.4).
- h. How to access care through the MCO and include the full range of benefits available;
- i. How to access services available outside the MCO;
- j. The importance of receiving preventive health care services and EPSDT services (C.3.3.5) as described in the EPSDT periodicity

schedule described in the HealthChek brochure (Attachment J.14.1); this provision does not apply to the Immigrant Eligible Children. Immigrant Eligible Children are entitled to age appropriate health exams as defined by the American Academy of Pediatrics;

- k. The requirement for Enrollees that have had a lapse in Medicaid eligibility to request retroactive Medicaid eligibility from the IMA. This provision does not apply to the Immigrant Eligible Children, or the Alliance Program. There are no services outside of the MCO for immigrant Eligible Children with the exception of the Alliance population for pharmacy, mental health or substance abuse services.
- l. The importance of completing the Health Status Information forms (C.3.2.3.1.3) including the Health Assessment Questionnaire (Attachment J.12 and CAHMI Screener (Attachment J.13);
- m. The importance of receiving preventive health care services and EPSDT services (C.3.3.5) described in the EPSDT periodicity schedule HealthChek brochures (Attachments J.14.1 and J.14.2);
- n. The requirement for third party liability information from Enrollees, when applicable; and
- o. The requirement for Enrollees that have had a lapse in Medicaid eligibility to request retroactive Medicaid eligibility from the IMA.
- p. Complaints and grievances

C.3.1.11 Disenrollment Notice

The Contractor shall issue a Disenrollment Notice within five (5) days to Enrollees that have been disenrolled due to eligibility termination. At a minimum, the Disenrollment Notice shall specify:

- a. The name of the Enrollee(s) who is disenrolled;
- b. The MCO plan name from which the Enrollee disenrolled;
- c. The effective date of the disenrollment;
- d. The reason for the disenrollment; and
- e. The Customer Service Telephone Line telephone number and office location for inquiries.

C.3.1.12 Other Materials

The Contractor shall also develop Enrollment Materials such as flip charts, posters, and brochures required for outreach efforts (C.3.4.8), individual meetings (C.3.3.7) and group meetings (C.3.3.8). The Contractor shall ensure that all other Enrollment Materials are developed in accordance with Enrollment Materials Guidelines (C.3.1.1).

C.3.2 ENROLLMENT PROCESSING

Medicaid, SCHIP, and Alliance eligibility are determined by the Income Maintenance Administration (IMA) using the Automated Client Eligibility Determination System (ACEDS). On a daily basis, a DCHFP eligibility extract is sent from ACEDS to the Medicaid District's MMIS identifying individuals who are required to enroll in DCHFP and the Alliance Program.

C.3.2.1 Review MMIS Data

The Contractor shall review the District's MMIS data listing daily to identify the following:

- a. Individuals who are required to enroll in DCHFP program;
- b. Individuals who are required to enroll in Alliance program;
- c. Immigrant eligible children; and
- d. Beneficiaries deemed ineligible for continuing services.

C.3.2.2 Enrollment Packages

The Contractor shall send a New Enrollment Package (C.3.1.2) or a Newborn Enrollment Package (C.3.1.3) to the eligible recipient or head of the household for each case number represented as eligible managed care enrollment or that a Medicaid number was assigned to a Newborn as reported on the MMIS daily data listing. The Contractor shall send the Enrollment Package within two (2) business days of receipt of the eligibility listing from the MMIS.

C.3.2.3 Enrollment Processing**C.3.2.3.1 DCHF Program (Medicaid) Enrollment****C.3.2.3.1.1 MCO Selection - Voluntary**

The Contractor shall provide all DCHF enrollees thirty (30) days from the date of notification of DCHFP eligibility to choose an MCO. The Contractor shall provide unbiased, non-discriminatory assistance in person or over the telephone to Enrollees to select an MCO that best meets the Enrollee's health care needs. The Contractor shall utilize the MCO Decision Assistance Guide (C.3.1.2.4), the MCO Comparison document (C.3.1.2.5), the Interview Guide (C.3.1.7), and the Educational Video (C.3.1.10.), as needed, to successfully provide enrollment assistance. The enrollment assistance shall include the following to assist the Enrollee to narrow the choices of MCO plans in making their final selection by matching the MCO's providers, services and locations with the Enrollee's

needs and preferences by discussing participating physicians and special services offered by the various MCOs;

- a. Options to enable potential Enrollees to select an MCO;
- b. Information regarding specific providers in the MCO's provider network;
- c. Location of the MCO's network providers by specialty;
- d. MCO's methods of health care delivery, including transportation and clinic versus individual practitioner office; and
- e. Additional services provided by the MCOs.

C.3.2.3.1.2 Fee-For-Service Continuity Exemption

The Contractor shall provide and inform otherwise mandated Enrollees with HIV/AIDS diagnosis that they may apply for an exemption from the MCO plan if they have HIV/AIDS diagnosis and enroll in the fee-for-service program. This provision does not apply to the Alliance population and Immigrant Eligible Children. The Contractor shall at a minimum:

- a. Assist the Enrollee with completing the "Fee-for-Service Continuity Form" (Attachment J.15);
- b. Notify the CA within twenty-four (24) hours upon receipt of the Fee-For-Service Continuity Exemption Form (Attachment J.15) from Enrollees with HIV/AIDS diagnosis to request exemption from enrollment in an MCO and enroll in the fee-for-service program; and
- c. Forward the Fee-for Service Continuation Form to the CA within two (2) business days of receipt.

C.3.2.3.1.3 Health Status Information

C.3.2.3.1.3.1 The Contractor shall assist new Enrollees in completing the Health Assessment Questionnaire (Attachment J.12) and CAHMI screener (Attachment J.13) (for children under 21) to identify and alert the MCO of urgent medical conditions and special health care needs for children using a screening tool mandated by the District.

C.3.2.3.1.3.2 The Contractor shall notify new Enrollees that completion of the Health Assessment Questionnaire (Attachment J.12) and CAHMI screener (Attachment J.13) is a mandatory requirement to complete the enrollment process.

C.3.2.3.1.3.3 The Contractor shall permit the Health Assessment Questionnaire (Attachment J.12) and CAHMI screener (Attachment J.13) to be completed by the Enrollee over the telephone or returned in the mail;

CAHMI screenings conducted via the phone shall adhere to the standards provided by the CA.

C.3.2.3.1.3.4 The Contractor shall forward the completed Health Assessment Questionnaires (Attachment J.12) and CAHMI screener (Attachment J.13) to both the MCO and CA by the 15th of the month following the enrollment in the MCO plan.

C.3.2.3.1.4 Reminder Notice

The Contractor shall distribute by mail or in person ten (10) days before the deadline for selecting an MCO a Reminder Notice (C.3.1.4) to DHCF Enrollees who have not yet selected an MCO.

C.3.2.3.1.5 Confirmation Notice

The Contractor shall issue a Confirmation Notice (C.3.1.5) to DHCF Enrollees within one (1) day receipt of the Enrollee's selection of a MCO and PCP.

C.3.2.3.1.6 Auto Assignments

The Contractor shall auto assign those Enrollees that do not make a voluntary selection within 30 days from issuance of New Enrollment Package.

C.3.2.3.1.6.1 Distribution of Enrollees Algorithm

The Contractor shall provide and implement an algorithm that shall result in an equal distribution of Enrollees, which have not selected an MCO within thirty (30) days of notification of the Enrollees eligibility days across all MCO plans.

C.3.2.3.1.6.2 Outreach

The Contractor shall not auto assign Enrollees for whom the Contractor has received the New Enrollment Package returned as undeliverable mail. The Contractor shall first conduct Outreach and follow-up in accordance with Section C.3.3.9.

C.3.2.3.1.6.3 Provider Continuity Default

The Contractor shall auto assign (C.3.2.3.1.6) Enrollees who lose eligibility and subsequently regain eligibility within two (2) months, to the MCO that they were assigned to at the time they were disenrolled and to

the PCP to whom they were assigned at the time of disenrollment in order to maintain provider continuity.

C.3.2.3.1.6.4 Auto Assignment Notice

C.3.2.3.1.6.4.1 The Contractor shall send an Auto Assignment Notice (C.3.1.6) to inform the Enrollee that they were auto assigned (C.3.2.3.1.6) to a MCO.

C.3.2.3.1.6.4.2 Once an eligible recipient or head of household selects an MCO plan or is auto assigned to an MCO plan, the Contractor shall forward the eligibility and enrollment information to the District's fiscal agent within twenty-four (24) hours.

C.3.2.3.1.6.5 Newborns

The Contractor shall auto assign newborns upon receipt to the MCO selected by the mother.

C.3.2.3.2 Alliance Program Enrollment

C.3.2.3.2.1 The Contractor shall auto enroll the Alliance population identified from the MMIS data (C.3.2.1) on a daily basis with an effective date of the month of receipt of their IMA combined application.

C.3.2.3.2.2 The Contractor shall notify the DHCF on a daily basis of Alliance Program Enrollees identified on the MMIS data.

C.3.2.3.3 Immigrant Eligible Children Enrollment

The Contractor shall auto enroll Immigrant Eligible Children population from the MMIS data (C.3.2.1) on a daily basis within 24 hours of receipt their transaction. The Contractor shall ensure that eligibility for Immigrant Eligible Children is not provided on a retroactive basis and is determined as follows:

- a. Immigrant Eligible Children deemed eligible prior to the sixteenth (16th) of the month will be assigned to an MCO effective immediately;
- b. Immigrant Eligible Children deemed eligible on or after the sixteenth (16th) of the month will be assigned to an MCO effective the first of the following month.

C.3.2.4 Disenrollment/Transfers – DCHF, Alliance, and Immigrant Eligible Children**C.3.2.4.1 90 Day Choice Period**

The Contractor shall, as applicable, disenroll/transfer Enrollees between MCO plans during the first 90 days beginning on the date of enrollment or anniversary date for any reason and without cause. The Contractor shall, as applicable, provide Enrollees an additional 90 days to change from one MCO plan to a second MCO plan if an Enrollee changes MCO plans within 90 days from the Enrollee's enrollment date or anniversary date. If the Enrollee does not transfer or elect to change MCO plans effective on their enrollment anniversary, the Enrollee will remain in their prior MCO plan.

C.3.2.4.2 "Lock-in" Policy

The Contractor shall not transfer Enrollees between MCOs after the 90 Choice Period (C.3.2.4.1) unless approved by the CA as described in C.3.2.4.3.1.

C.3.2.4.3 "Good Cause" Transfers

The Contractor shall only permit the transfer of Enrollees after the "Lock-in" policy (C.3.2.4.2) for "Good Cause" as defined in 42 CFR 438.56(d)(2) (Applicable Document #9) and approved by the CA.

C.3.2.4.3.1 If an Enrollee requests an MCO transfer during a "Lock-in" period, the Contractor shall advise the Enrollee that they are not eligible to make a transfer unless "Good Cause" (Applicable Document # 9) is demonstrated to the CA.

C.3.2.4.3.2 If a "Good Cause" Transfer is requested during the Enrollee's "Lock-in" policy, the Contractor shall document the reason for a transfer request and notify CA within 24 hours of receipt of the "Good Cause" Transfer request.

C.3.2.4.3.3 The Contractor shall track the start and end date of each Enrollee's enrollment to determine whether "Good Cause" is required for an Enrollee to transfer MCO plans.

C.3.2.5 Disenroll Eligibility Termination - DCHF, Alliance, and Immigrant Eligible Children

C.3.2.5.1 Upon receipt of the daily eligibility file, the Contractor shall identify and disenroll all Enrollees deemed ineligible for continuing services from an MCO within one (1) business day of receipt of notification that the Enrollee's eligibility for Medicaid, the DC Healthy Families program or the Alliance program has terminated.

C.3.2.5.2 Disenrollment Notice

The Contractor shall send the Enrollee or head of household a Disenrollment Notice (C.3.1.11) within one (1) day of finding of Disenrollment data.

C.3.2.5.3 Newborn Disenrollment

C.3.2.5.3.1 The Contractor shall not process requests to disenroll a Newborn from the MCO plan of birth until a Medicaid number has been assigned to the Newborn. Once a Medicaid number is assigned to the Newborn disenrollment and transfers of a Newborn by the Contractor shall be in accordance with Section C.3.2.9.

C.3.2.6 Enrollment Functions Reporting

The Contractor shall transmit on a daily basis to the MMIS a file containing that day's enrollment and disenrollment transactions. In addition, the Contractor shall transmit to the MMIS when an eligible recipient or head of household selection of a MCO plan or the recipient is auto assigned (C.3.2.3.1.6) to an MCO plan within twenty-four (24) hours receipt.

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C.3.3 ENROLLMENT ASSISTANCE

The Contractor shall provide unbiased, non-discriminatory enrollment assistance to existing DCHFP, Alliance, Immigrant Eligible Children, and newly eligible DCHFP, Alliance, Immigrant Eligible Children, Enrollees including at a minimum the following:

C.3.3.1 Health Status Information

The Contractor shall provide Enrollees assistance completing the Health Status Information forms (C.3.2.3.1.3) including the Health Assessment Questionnaire (Attachment J.12) and CAHMI Screener (Attachment J.13)

C.3.3.2 How to Access Care

C.3.3.2.1 The Contractor shall inform the Enrollee on how to access care and any authorization requirements for obtaining the following:

- a. EPSDT/Well Child Services;
- b. Physical Health Care;
- c. Behavioral Health Care;
- d. Family Planning Services;
- e. Emergency and After Hours Services; and
- f. Non-Covered and Out of Plan Services;

C.3.3.2.2 Coordinated Services

The Contractor shall explain that the District's Department of Mental Health (DMH) will provide mental health services and the Department of Health (DOH) Addiction Prevention and Recovery Administration (APRA) will provide alcohol and drug abuse services that will be coordinated through the MCO.

C.3.3.3 MCO Selection

The Contractor shall provide unbiased, non-discriminatory assistance in person or over the telephone to Enrollees to select an MCO that best meets the Enrollee's health care needs (C.3.2.3.1.1)

C.3.3.4 Primary Care Physician

C.3.3.4.1 The Contractor shall provide Enrollees assistance with the selection of a PCP including informing the Enrollee of the role of the PCP including the following:

- a. To coordinate all covered care under the MCO;
- b. To issue authorizations and referrals to a specialist; and
- c. To authorize all hospital services except covered emergency care.

C.3.3.4.2 The Contractor shall assist the Enrollee in selecting a PCP by performing at a minimum the following:

- a. Inquiring as to the Enrollee's preference of a PCP, if known;
- b. Encouraging the continuation of any existing satisfactory relationship with a PCP; and
- c. Advising those Enrollees who do not select a PCP at the time they select the MCO to subsequently call the MCO to select a PCP.

C.3.3.5 **EPSDT Referral Assistance**

C.3.3.5.1 The Contractor shall inform Enrollees with children under age 21 of the importance of obtaining well-child care including immunizations and services available under the Early and Periodic Screening, Diagnosis and Treatment (EPSDT) program. This provision does not apply to the Immigrant Eligible Children and the children of the Alliance population. Immigrant Eligible Children are eligible for age appropriate well child care as defined by the American Academy of Pediatrics, including immunizations.

C.3.3.5.2 The Contractor shall explain the EPSDT periodicity schedules described in the HealthChek brochure (Attachment J.14.1) as it affects the age of the Enrollee's children during each contact with the Enrollee. This provision does not apply to the Immigrant Eligible Children and the children of the Alliance population.

C.3.3.5.3 The Contractor shall inform the Enrollee that the EPSDT services are free and offer to conduct a "warm transfer" to the Enrollee's MCO to schedule an appointment and request Transportation Assistance, if needed.

C.3.3.6 **Requests for Information**

C.3.3.6.1 The Contractor shall fulfill requests for Enrollment Materials within two (2) business days.

C.3.3.6.2 The Contractor shall fulfill requests for other materials produced by the Contractor in accordance with the required services described in Section C.3 within five (5) business days.

C.3.3.7 Individual Interviews

C.3.3.7.1 The Contractor shall offer each Enrollee, including non-English speaking Enrollees, an opportunity to personally visit with a Benefit Counselor who shall be able to communicate with the Enrollee in their primary language.

C.3.3.7.2 If requested, the Contractor shall schedule an interview within three (3) business days from the date of request.

C.3.3.7.3 The Contractor shall schedule an interview for an Enrollee if there is a significant probability that the Enrollee will not return or complete an enrollment application form without an individual interview.

C.3.3.8 Group Meetings

C.3.3.8.1 The Contractor shall offer each Enrollee, including non-English speaking Enrollees, the option of a participating in a group meeting to complete the enrollment process.

C.3.3.8.2 The Contractor shall hold group meetings at least once a week. The group meeting shall be conducted in the primary language spoken by the attendees. If the group consists of attendees who speak different languages, the Contractor shall create multiple groups to accommodate the different languages spoken.

C.3.3.8.3 The Contractor shall monitor the attendance and duration of group meetings. The Contractor shall increase the frequency of meetings if regular attendance exceeds twenty-five (25) individuals or per a TDL from the CA.

C.3.3.9 Review Enrollment Applications and Forms for Completeness**C.3.3.9.1 Incomplete Applications and Forms**

The Contractor shall review all returned enrollment application forms (C.3.1.2.2) and Health Status Information (C.3.1.2.3) including Health Assessment Questionnaire (Attachment J.12) and CAHMI screeners (Attachment J.13) for completion. The Contractor shall provide the following upon receipt of incomplete or missing enrollment application form or health assessment information:

- a. Contact the Enrollee by telephone and return all incomplete or returned forms to either the Medicaid Enrollee or authorized person within three (3) days of receipt of any incomplete enrollment forms or mailings returned by the post office as undeliverable; and

- b. Track attempts to obtain missing information and maintain a log to be submitted monthly to the CA in the Health Assessment Profile Report (C.3.4.12.2.2).

C.3.3.10 Returned Undeliverable Mail

The Contractor shall upon receipt of returned undeliverable mail, make note of incorrect addresses and take the steps necessary to obtain the correct address information from the MCO, PCP or IMA. The Contactor shall ensure that all records including database information is updated when updated Enrollee addresses are obtained.

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C.3.4 ENROLLMENT BROKER SUPPORTING REQUIREMENTS

The Contractor shall provide the following services in support of the successful compliance and completion of the Enrollment Material (C.3.1), processing (C.3.2), and assistance (C.3.3). The Contractor shall at a minimum provide the following:

C.3.4.1 Facility

The Contract shall provide the facilities necessary to perform the required services. The Contractor shall ensure facilities used in the fulfillment of the required services:

- a. Located in the District of Columbia;
- b. Meet all applicable federal guidelines including ADA Accessible to the handicapped and persons with mobility limitations, consistent with the Rehabilitation of the Handicapped Act, P.L. Section 95-602 (Section 504) (H.6 and H.7), as appropriate;
- c. Meet all District or local governing regulations governing the intended use of the facility throughout the duration of the Contract including zoning, inspection, and maintenance of a current Certificate of Occupancy;
- d. Equipped with the necessary supplies and services to ensure the facility is maintained in safe, clean manner and supports the successful delivery of the required services;
- e. Contains adequate space to accommodate staff, customer service center, private face-to-face meetings and group meetings; and
- f. Accessible by public transportation.

C.3.4.2 Staff and Organization

The Contractor's staff shall reflect the demographics of those receiving services, be "culturally competent," respectful of health-related beliefs, communication styles, cultural values, behaviors and attitudes of the eligible population. The Contractor shall maintain sufficient staff members who speak Spanish, Vietnamese, Chinese, Amharic, Korean, French and other languages to meet the needs of DCHFP Enrollee population.

C.3.4.2.1 Key Staff

The Contractor shall maintain Key Staff with the qualifications and responsibilities as described below:

- a. Chief Executive Officer- Executive Officer with clear authority over the entire operation;
- b. Chief Financial Officer-to oversee the budget and accounting system;
- c. Project Manager to serve as the single point of contact with overall responsibility for the enrollment broker functions. This individual shall have demonstrated leadership experience, large project management skills, and strong knowledge of health care, managed care, Medicaid, and experience with low income populations. The Project Manager shall have the authority to make decisions and resolve problems on behalf of the Contractor; and
- d. Senior Managers with demonstrated large project management skills; strong knowledge of health care, managed care, and Medicaid; experience with low-income populations; and leadership experience.
 1. Senior Manager with overall responsibility for performance of the Contractor's obligations to enroll, disenroll, and transfer Enrollee's in MCO plans This individual shall have authority over staff, activities, and associated functions related to enrollment.
 2. Senior Manager with overall responsibility for the Customer Service Center and related functions. This individual will have authority over the telephone operations including staff, activities and associated functions related to customer service.
 3. Senior Manager with overall responsibility to oversee the production of Enrollment Materials, education, outreach and quality assurance functions.
 4. Senior Manager with overall responsibility for Information Systems to support the operations of computerized system for collections, analysis, reporting, and web site.

C.3.4.2.2 Other Staff

The Contractor shall provide sufficient professional and technical staff and organizational components to successfully comply with the requirements (C.3). The Contractor shall ensure that staff to perform the required services shall have strong communication and interpersonal skills, the requisite experience needed for each specific position to address the required services. The Contractor shall provide sufficient staff to perform at a minimum the following required services:

- a. Enrollment Materials including the development and production of all Enrollment Materials and related items (C.3.1);

- b. Enrollment Processing (C.3.2) including enrollment, disenrollment, and transfer of DHCF (C.3.2.3.1), Alliance (C.3.2.3.2), and Immigrant Eligible Children Enrollees (C.3.2.3.3);
- c. Enrollment Assistance (C.3.3) including the review and assistance of enrollment application (C.3.1.2.2) and health status information (C.3.1.2.3), MCO selection (C.3.2.3.1.1), PCP selection (C.3.3.5), EPSDT (C.3.3.5) and other referral assistance, requests for information, individual meetings (C.3.3.7) with Enrollees, and group meetings with Enrollees (C.3.3.8); and
- d. Enrollment Supporting Requirements (C.3.4) including staff training and development (C.3.4.2), customer service center (C.3.4.3), translation and interpretation services (C.3.4.4), information systems (C.3.4.5), customer service surveys (C.3.4.6), quality assurance (C.3.4.7), education and outreach (C.3.4.8), Collaboration in service delivery (C.3.4.9) processing and resolution of complaints (C.3.4.10), record maintenance (C.3.4.11), reporting (C.3.4.12), and tracking of performance measures (C.3.4.14).

C.3.4.2.3 Staffing Plan

The Contractor shall develop and provide a staffing plan to meet the functions and requirements as described in C.3. The Contractor's Staffing Plan shall include at a minimum the following:

- a. Contractor's approach and philosophy to recruit, hire, and retain qualified staff;
- b. Number of staff available who speak Amharic, Chinese, French, Korean, Spanish and Vietnamese;
- c. Description of key staff as described in C.3.4.2.1 above
- d. Cross-cutting functional components/function, the number and types/skill set for each, and identified lines of authority to successfully fulfill the required services as described in C.3.4.2.2 above;
- e. Staffing to cover for possible fluctuation in enrollments, staff vacation, holiday, and sick coverage.

C.3.4.2.4 Position Descriptions

The Contractor shall develop and provide position descriptions for each of the Contractor's positions appearing on the Contractor's organizational chart (C.3.4.2.5). The Contractor's position descriptions shall identify or include at a minimum the following:

- a. Minimum education requirements;
- b. Minimum experience required;

- c. Functional responsibilities;
- d. Supervisor;
- e. Required training and development; and
- f. Performance standards;

C.3.4.2.5 Organizational Chart

C.3.4.2.5.1 The Contractor shall develop and provide an Organizational Chart to show the Contractor's total resources to be used in the performance of the required services. The Contractor's Organizational Chart shall identify at a minimum the following:

- a. Key staff (C.3.4.2.1);
- b. Other staff (C.3.4.2.2);
- c. Cross-cutting functional components/function
- d. Number of Positions/Titles; name of staff occupying each position;
- e. Lines of responsibility and accountability.

C.3.4.2.5.2 The Contractor shall provide an updated Organizational Chart at a minimum annually.

C.3.4.2.6 Training

The Contractor shall ensure that all staff to contribute to the performance of the required services are qualified and receive an orientation and on-going training to ensure the delivery of quality services, compliance with the contract's requirements, and successfully achieving the performance standards. The Contractor shall ensure all staff receives at a minimum the following:

C.3.4.2.6.1 Orientation

The Contractor shall ensure that all staff is provided an orientation of the Enrollment Broker Services described in C.3 including at a minimum the orientation of the following:

- a. The role of the Enrollment Broker and the staff functions and responsibilities in providing Enrollment Materials (C.3.1), Enrollment Processing (C.3.2), Enrollment Assistance (C.3.3), and Supporting Requirements (C.3.4) for the District;
- b. Medicaid managed care program requirements including
 1. Voluntary Selection (C.3.2.3.1.1)
 2. Auto Assignment (C.3.2.3.1.6)
 3. 90 Day Choice Period (C.3.2.4.1)
 4. "Lock-in" policy (C.3.2.4.2)

5. "Good Cause" Transfers (C.3.2.4.3)
 - c. MCO and PCP selection including orientation to the health care needs of individuals with disabilities, behavioral health problems and chronic illnesses as it relates to the choice of an MCO and PCP;
 - d. Accessing services (C.3.3.2) available through the MCO plans and services available through Fee-for-Service program;
 - e. Complaint and appeal policies, procedures and processes;
 - f. EPSDT services (C.3.3.5) (does not apply to the Immigrant eligible children) and other well-child care;
 - g. Health Assessment Questionnaires and CAHMI Screener;
 - h. Consumer advocacy agencies and community resources available in the District of Columbia;
 - i. Customer service standards, phone etiquette and cultural competence; and
 - j. Confidentiality and privacy issues the Enrollees.

C.3.4.2.6.2 Position Specific

The Contractor shall ensure that staff performing specific staff functions within each of the required services, Enrollment Materials (C.3.1), Enrollment Processing (C.3.2), Enrollment Assistance (C.3.3), and Supporting Requirements (C.3.4), receive position specific training prior to assuming their duties. The Contractor shall ensure that all staff to perform customer service center positions receives customer service training as well as training on benefits and services available to Enrollees.

C.3.4.2.6.3 On-going Training

The Contractor shall conduct regular staff refresher training to address program, process, and policy changes.

C.3.4.2.6.2 Training Manual

The Contractor shall develop and provide a Training Manual that includes all of the elements of the Contractor's training program including the Orientation (C.3.4.2.6.1), Position Specific Training (C.3.4.2.6.2), and On-going Training (C.3.4.2.6.3).

C.3.4.2.7 Pre-employment Criminal Background Checks

- C.3.4.2.7.1** The Contractor shall conduct routine pre-employment criminal record background checks of all Contractors staff to contribute to the delivery of the required services in accordance with D.C. Code §44-552 Criminal Background Check (Applicable Document #3).

C.3.4.2.7.2 The Contractor shall submit evidence that all staff have obtained a clear Pre-employment background check before providing services.

C.3.4.2.7.3 The Contractor shall submit Pre-employment Criminal Background Checks for all new hires before the staff begins work and annually thereafter for all staff members.

C.3.4.3 Customer Service Center

The Contractor shall maintain a customer service center to educate enrollees about the enrollment process, the MCO options available, benefits and services so that Enrollees have the opportunity to make informed decisions about the Enrollee's health care. The Contractor's Customer Service Center shall include at a minimum:

C.3.4.3.1 In-Person

The Contractor shall maintain and operate a customer service center to support the Contractor's delivery of the Enrollment Processing (C.3.2), Enrollment Assistance (C.3.3), and Supporting requirements (C.3.4).

C.3.4.3.2 Call Center

The Contractor shall provide a Call Center to address Enrollees, providers, and others inquiries and requests for assistance. The Contractor's Call Center shall provide an integrated system designed to address calls in the most effective means possible including the transfer of calls providing callers with a successful satisfactory experience.

C.3.4.3.2.1 Customer Service Telephone Line

The Contractor shall maintain a toll free Customer Service Telephone Line staffed to assist Enrollees in resolving problems related to the MCO enrollment process, providing general information about the programs, description of benefits, referrals, appointment scheduling,

C.3.4.3.2.2 Complaint Telephone Line

The Contractor shall maintain a toll free Complaint Telephone Line staffed to respond to Enrollee complaints submitted over the telephone.

C.3.4.3.2.3 Dental Help Line

The Contractor shall maintain a toll free Dental Help Line staffed to assist Enrollees in obtaining Medicaid and managed care Dental Providers information, explain dental benefits and coordinate dental appointments.

C.3.4.3.2.4 Translation Services

C.3.4.3.2.4.1 The Contractor shall access the AT&T Universal Language line (Applicable Document #15) or another comparable service free of charge for the purpose of providing oral translation or interpretation services in all non-English languages to Enrollees and potential Enrollees.

C.3.4.3.2.4.2 The Contractor's Telephone Lines shall be equipped with TDD (Telephone Device for the Deaf), TTY (Teletype), or comparable equipment capable of serving the hearing impaired.

C.3.4.3.2.5 Call Center Operations**C.3.4.3.2.5.1 Hours of Operations**

The Contractor shall accept calls at a minimum from 8:00 a.m. to 7:00 p.m. Monday through Friday, and until 9:00 p.m. at least once per week and 4 hours on at least one Saturday per month excluding federal or District holidays.

C.3.4.3.2.5.2 Automated Call Distribution System

The Contractor shall install, operate and monitor an automated call distribution system (ACDS) for each Telephone Line. The ACDS shall at a minimum:

- a. Effectively manage all calls received and correctly assign incoming calls to available staff in an efficient manner to ensure that
 1. 95% of calls answered in 4 rings or less;
 2. Less than 5% of call not answered; and
 3. Wait time in queue is 15 seconds or less 95% of the time.
- b. Provide greeting messaging when necessary and informational messages when the caller is on hold;
- c. Transfer calls to other telephone lines;
- d. Provide detailed analysis as required for the reporting requirements specified in Section C.3.4.12.1.10, C.3.4.12.1.11, and C.3.4.12.1.12 including the quantity, length, and types of calls received; the elapsed time before the calls are answered, the number of calls transferred or referred to the MCO; abandonment rate; wait time; busy rate; response time; and call volume;
- e. Provide a message that notifies callers that calls may be monitored by the Contractor and the CA for quality control purposes;
- f. Measure the number of callers encountering busy signals, line access, or hanging up while on hold;

- g. Measure the number of calls in the queue at peak times;
- h. Measure the length of time callers are on hold;
- i. Measure the total number of calls and average calls handled per day/week/month;
- j. Measure the average hours of use per day;
- k. Assess the busiest times and days by number of calls; and
- l. Provide a back-up telephone system in place that will operate in the event of line trouble or other problems so that access to the Telephone Lines is not disrupted.

C.3.4.3.2.6 Telephone Line Reporting

The Contractor shall prepare and submit to the CA the following for each of the telephone lines (C.3.4.12.1.10, C.3.4.12.1.11 C.3.4.12.1.12):

- a. Total call volume;
- b. Average call length;
- c. Average hold time in queue;
- d. Abandonment rate
- e. Total warm call transfers;
- f. Number of appointments scheduled;
- g. Referrals; and
- h. Inquiries.

C.3.4.4 Translation/Interpreter Services

C.3.4.4.1 In-Person Services

The Contractor shall provide in-person oral translation and interpreter services in Amharic, Chinese, French, Korean, Spanish and Vietnamese free of charge to each Enrollee and potential Enrollee. The Contractor shall not permit family members, including minor children, or friends to provide oral translation and interpreter services, unless specifically requested by the Enrollee.

C.3.4.4.5 Web Site

C.3.4.4.5.1 The Contractor shall maintain a web site to facilitate the dissemination and access of information electronically to Enrollees and providers. The Contractor's web site shall at a minimum provide or contain the following:

- a. A distinct and easily recognizable section dedicated exclusively to the District and the delivery of the services described in C.3;
- b. Electronic version of forms and other data and information for Enrollees and providers;

C.3.4.4.5.2 The Contractor shall update the web site at a minimum monthly.

C.3.4.5 Management Information System

The Contractor shall provide a management information system to support the required services described in C.3.1, C.3.2, C.3.3 and C.3.4 including at a minimum the following:

C.3.4.5.1 System Database

The Contractor shall establish and maintain a system database to accurately capture eligibility information transmitted daily from the District's MMIS. The Contractor shall create a secure system for the on-line transfer of data from the system database to the District's MMIS and the CA.

C.3.4.5.1.1 General System Requirements

The Contractor shall ensure the Contractor's MIS provides or performs the following general requirements:

- a. Develop and maintain an interface with the District's MMIS system in order to receive and send enrollment information;
- b. Reconcile the system Database with the District's MMIS at least monthly and report any discrepancies within 24 hours of findings to the CA;
- c. Report any problems with formatting or accuracy of the data received from MMIS to the CA, or designee within 24 hours of receipt of data;
- d. Process the acceptance or rejection of the enrollment transaction from the MMIS;
- e. Submit an enrollment transaction to the MMIS within 24 hours of an Enrollee's selection of an MCO, auto assignment, or disenrollment from an MCO;
- f. Includes an automatic edit to prevent disenrollment from an MCO without simultaneous enrollment into another MCO; and
- g. Ensures that all data systems are kept up-to-date, accurate, and accessible to the CA for inspection, upon request.

C.3.4.5.1.2 Newborn Enrollment

The Contractor's System Database shall develop and maintain newborn enrollment information including at a minimum the following data elements for each Newborn:

- a. Last Name;

- b. Newborn First Name;
- c. Newborn Middle Initial (if available);
- d. Newborn Date of Birth;
- e. Mother's Last Name;
- f. Mother's First Name;
- g. Mother's Social Security Number;
- h. Mother's Date of Birth; and
- i. Mother's Medical identification number and case number.

C.3.4.5.1.3 Eligibility Review

The Contractor's System Database shall be capable of linking records for the same Enrollee that are associated with different Medicaid identification numbers, e.g., Enrollees who are re-enrolled and assigned new Medicaid identification numbers. On a daily basis the Contractor shall review each new Enrollee record received from MMIS to:

- a. Verify new Enrollee's eligibility through the Interactive Voice Response System (IVR) operated by the District;
- b. Determine if the new Enrollee has been a member of an MCO within the past 60 days. The Contractor shall assign the Enrollee to the MCO plan the Enrollee was previously enrolled in as described in Section C.3.2.3.1.6.3.;
- c. Review the file to determine whether any Newborn has been issued a Medicaid number;
- d. Determine if the new Enrollee is an Immigrant Eligible child in which case the Contractor shall immediately notify the CA in accordance with C.3.2.3.3; and
- e. Identify deaths of any Enrollees and notify the CA within two (2) business days.

C.3.4.5.1.4 Enrollee Updates

The Contractor shall accept updates to the Database to reflect information obtained from Enrollees in the following situations:

- a. If an Enrollee qualifies for the Fee-for-Service Continuity exemption (C.3.2.3.1.2);
- b. When Enrollee selections for an MCO and PCP are made; and
- c. When the Enrollee provides third party liability information.

C.3.4.5.1.5 Transaction Updates

The Contractor shall accept updates to the System Database for the following transaction types from the District's MMIS:

- a. An individual or family becomes eligible for Medicaid or Alliance DCHFP program;
- b. An Enrollee's eligibility for Medicaid or Alliance is terminated;
- c. An Enrollee's address, telephone number or other such demographic information is updated;
- d. An Enrollee's eligible category of eligibility is changed (e.g. Newborn); and
- e. An Enrollee's period of eligibility for Medicaid or Alliance is changed.

C.3.4.5.1.6 MCO Updates

The Contractor shall accept updates to the Database to reflect the following information obtained from the MCO:

- a. Newborn enrollment under the Mother's eligibility;
- b. Updated addresses, telephone numbers, or other such demographic information; and
- c. PCP selection changes (C.3.3.5).
- d. Undeliverable Mail. The Contractor shall identify returned undeliverable mail, make note of incorrect addresses in the System Database and obtain the correct address information from the MCO, PCP or IMA.

C.3.4.5.1.7 Provider Database

C.3.4.5.1.7.1 The Contractor shall record and maintain the following information for all PCPs that are available in each MCO's provider network and other participating providers:

- a. Provider name;
- b. Provider specialty;
- c. Medicaid provider number;
- d. Open/available Medicaid Panel slots;
- e. Office address (physical location);
- f. Mailing address;
- g. Telephone number;
- h. Languages spoken; and
- i. Office hours.

C.3.4.5.1.7.2 The Contractor shall establish quality checks to ensure the accuracy of the provider files submitted electronically by each MCO. The Contractor shall ensure adequate staff members to verify the information submitted electronically by each MCO and identify discrepancies, including address, phone number, providers not accepting new patients, provider no longer at location that may exist.

- C.3.4.5.1.7.2.1** The Contractor shall report this information on a monthly basis to the appropriate MCO for resolution. If the Contractor fails to receive additional information from the MCO within ten (10) business days of notification, the Contractor shall update their database with the information received from the providers' offices.
- C.3.4.5.1.7.3** The Contractor shall maintain information on the number of Enrollees assigned to each PCP by the MCO plan to identify PCPs which have reached or are approaching their maximum allowed patient (2,000 Enrollees per PCP across all MCO plans).
- C.3.4.5.1.7.3.1** The Contractor's provider database shall include an on-line edit to disallow enrollments into providers that have reached the maximum number of patients.
- C.3.4.5.1.7.3.2** The Contractor shall exclude providers with multiple board certifications from the PCP designation if;
- a. the provider is not listed on the MCOs monthly file with the PCP indicator; and
 - b. does not have one of the following Specialties:
 1. Advanced Practice Nurse
 2. Adolescent Medicine
 3. Internal Medicine
 4. Family Medicine
 5. Midwife
 6. OB/GYN
 7. Pediatrics
- C.3.4.5.1.7.3.3** The Contractor shall list providers as Specialists when there is a specialty other than those listed in C.3.4.5.1.7.3.2 b above.
- C.3.4.5.1.7.3.4** The Contractor shall ensure the capacity to download each MCO provider files separately and accurately.
- C.3.4.5.1.7.3.5** The Contractor shall conduct calls to 10% of each MCO's provider offices at various times throughout the day each month in accordance with hours of operation as reported by the MCO. Scripted scenarios shall be utilized during each call in an attempt to schedule an appointment or visit.
- C.3.4.5.1.7.3.6** The Contractor shall maintain a database that will contain a minimum call outcome documentation of:
- a. Type of scenario;
 - b. Contact person at the office;

- c. Time Call started;
- d. Time Call ended;
- e. Whether provider is accepting new patients; and
- f. Whether available appointment meets time interval criteria for type of scenario.

C.3.4.5.1.7.3.6.1 The Contractor shall provide CA a quarterly report of outcomes documented.

C.3.4.5.1.8 Data System Documentation

The Contractor shall the following documentation of the Database System to the CA for prior approval:

- a. Description of on-site system back-ups;
- b. Description of off-site security storage of system back-ups;
- c. Description of system restoration process;
- d. Description of disaster recovery plan and procedures; and
- e. Description of security requirements and considerations.

C.3.4.6 Customer Satisfaction Survey

The Contractor shall create a Customer Satisfaction Survey in order to measure the Enrollee's satisfaction with the enrollment process and measure the Enrollee's overall satisfaction with the services provided. The Contractor shall submit the survey for prior approval to the CA before issuing to Enrollees.

C.3.4.6.1 Enrollment Process Survey Requirements

The Contractor shall develop questions for the Customer Satisfaction Survey that measures the Enrollee's satisfaction and understanding of the enrollment process and includes, at a minimum, the following elements:

- a. Enrollment Materials;
- b. Enrollment process;
- c. Enrollment assistance;
- d. Enrollment Broker staff performance;
- e. Translation & interpreter services;
- f. Outreach activities; and
- g. Complaint process.

C.3.4.6.2 Program Survey Requirements

The Contractor shall develop questions for the Customer Satisfaction Survey that measures the Enrollee's satisfaction and understanding of the

managed care process for DCHFP, Immigrant Eligible Children, and the Alliance Program and include, at a minimum, the following elements:

- a. Voluntary MCO (C.3.2.3.1.1) selections;
- b. Automatic assignment (C.3.2.3.1.6);
- c. Disenrollment and transfers (C.3.2.4);
- d. 90 Day Choice Period (C.3.2.4.1);
- e. "Lock-in" policy (C.3.2.4.2);
- f. "Good Cause" Transfers (C.3.2.4.3);
- g. Disenrollment Eligibility Termination (C.3.2.5)
- h. Health status information (C.3.2.3.1.3);
- i. EPSDT services (C.3.3.5) and other preventive health services assistance;
- j. Access to services (C.3.3.2);
- k. PCP Selections (C.3.3.5); and
- l. Fee-for-service exemptions (C.3.2.1.2); this provision does not apply to the Immigrant Eligible Children or the Alliance Program,

C.3.4.6.3 Survey Distribution Requirements

The Contractor shall provide a Customer Satisfaction Survey to each Enrollee enrolled in the prior month within ten (10) days following the end of the month in which the Enrollee enrolled. In order to maximize response to the survey, the Contractor shall provide the Enrollee with a written notification and request to complete the survey that includes at a minimum the following:

- a. Notice that the survey can be completed and returned via the mail or submitted electronically;
- b. A postage paid envelope to return the survey through the mail;
- c. Placement of the survey on the DC Healthy Families and DC Healthcare Alliance web site; prominently placed link to the survey on the web site home page, instructions, as needed to complete the survey and instructions on the return of the survey.

C.3.4.6.4 Survey Reporting Requirements

The Contractor shall tabulate the survey responses and provide a report to the CA on a quarterly basis. The Contractor shall provide more frequent survey tabulations per a TDL from the CA. The Contractor shall furnish all original, returned surveys to the CA per a TDL from the CA.

C.3.4.7 Quality Assurance

C.3.4.7.1 The Contractor shall develop and maintain a written internal quality assurance (QA) plan to monitor and improve the Contractor's performance

of the required services. The Contractor's QA Plan shall focus on the identification, recommendation, and evaluation of quality improvement initiatives and shall address at a minimum the monitoring and internal controls for the following:

- a. Timely development and submission of Enrollment Materials, deliverables, and reports, allowing adequate time for the Contractor's and the District's review prior to use and distribution;
- b. Adherence to the guidelines (C.3.1.1) for written Enrollment Materials for appearance, grammatical errors and typos where deficiencies are addressed immediately;
- c. Ensure the timely, effective, and efficient processing of Enrollees enrollment applications and enrollment related documents;
- d. Identification of staff that require additional education and re-training;
- e. Quality, accuracy, and professionalism of the Contractor's Customer Service Center including the Call Center (customer service, dental help, and complaint telephone line) responses and action to address deficiencies as needed in a timely manner;
- f. Identification of any systemic or programmatic issues identified through Customer Satisfaction Surveys, complaints, or any other means that information is obtained;
- g. Integration and implementation of solutions to address identified systemic problems or improve existing operations;
- h. Review and monitoring of Subcontractors and agents with any subcontracted function of this Contract and action to address deficiencies as needed in a timely manner;
- i. Information systems and computer systems to ensure that they are functioning properly where deficiencies are addressed immediately;
- j. Description of the QA procedures including monitoring, documenting and evaluating for each project;
- k. Frequency of QA activities;
- l. Identification of departments or individuals or positions responsible for QA activities; and
- m. Examples of evaluation tools, including the development and utilization of a quality assurance instrument to measure consumers' satisfaction.

C.3.4.8 Outreach and Education

C.3.4.8.1 Outreach and Educational Campaign

The Contractor shall conduct an outreach and educational campaign to promote community awareness of the DC Healthy Families Program and inform potentially eligible individuals about the managed care benefits

available including preventive health services and EPSDT services. The Contractor shall ensure that outreach activities reach non-English speaking populations, populations with hearing impairments, vision impairments or other special health care needs.

C.3.4.8.1.1 Outreach and Education Calendar of Events

The Contractor shall develop and submit an Education and Outreach Calendar of Events indicating the Contractor's Education and Outreach activities planned. The Education and Outreach Calendar of Events shall be submitted quarterly and requires the approval of the CA

C.3.4.8.2 Outreach Materials

The Contractor shall develop print ads, public service announcements, post card mailings and other outreach materials targeted to the Medicaid eligible populations in the District. The outreach materials shall be designed and developed in accordance with the Enrollment Materials Guidelines (C.3.1.1).

C.3.4.9 Collaboration with Others

C.3.4.9.1 The Contractor shall regularly collaborate with other District agencies providing services in the private and the public sector to increase Medicaid and Alliance enrollment. The Contractor shall work with community-based organizations, advocacy, and service groups that are involved in programs and activities targeted at the Medicaid, Alliance, and Immigrant Eligible Children populations. Such groups may offer the best access to effectively reach and educate Medicaid and Alliance eligible individuals about the District's Managed Care Program.

C.3.4.9.2 Quarterly MCO Meetings

The Contractor shall hold quarterly meetings with the MCOs appropriate staff to discuss any issues or updates related to Enrollment Broker/MCOs interactions. This includes, but not limited to the following:

- a. File Exchanges
- b. Provider files
- c. Newborn files
- d. Health Assessment Questionnaires (Attachment J.12)
- e. CAHMI Screener (Attachment J.13)
- f. PCP Initiations
- g. PCP Change Files
- h. Changes in Processes
- i. Printed materials

- j. Member complaints

C.3.4.10 Complaint Procedure

The Contractor shall establish and maintain a defined process for Enrollees or others to resolve disputes regarding any aspect of the services provided by the Contractor. The Contractor shall investigate and resolve complaints in a timely manner. The Contractor shall specify timeframes for the completion of each step of the process in order to ensure timely responses to the complaint.

- C.3.4.10.1** The Contractor shall first identify the nature of the complaint and determine whether or not the problem can be resolved by the Contractor.

C.3.4.10.2 Resolution of Complaints

C.3.4.10.2.1 Contractor Resolution

If the complaint is one that can be resolved by the Contractor, then the Contractor shall:

- a. Discuss the problem and the potential resolution with the Enrollee;
- b. Take the necessary steps to resolve the problem; and
- c. Record the resolution including referral to the MCO or the Office of Fair Hearing in a complaint tracking system.

C.3.4.10.2.2 Referral to MCO

The Contractor shall refer the Enrollee to the MCO for all complaints, grievances or appeals related to a decision to deny, reduce, terminate or delay authorization of a requested covered service. The Contractor shall offer a “warm transfer” to the Enrollee’s MCO member services department and remain on the line with the Enrollee to assist the Enrollee in obtaining resolution. The Contractor shall also provide information to the Enrollee about the District’s Health Care Ombudsman, an impartial entity in the District that engages in impartial and independent investigation of complaints regarding health plans.

C.3.4.10.2.3 Referral to the Office of Fair Hearing

The Contractor shall inform the Enrollee of their rights under the CA and the Office of Fair Hearing. In addition the Contractor shall:

- a. Assist the Enrollee in completing a complaint form or to send a form to the Enrollee and instruct the Enrollee where to submit the form;

- b. Offer to complete the form on behalf of the Enrollee and ensure that the complaint is accurately recorded and submitted;
- c. Forward a completed complaint form within five (5) working days to the CA or the Office of Fair Hearing for resolution;
- d. The Contractor shall in no way penalize any Enrollee who files a Complaint or requests a Fair Hearing.

C.3.4.10.3 Reporting Requirements

C.3.4.10.3.1 The Contractor shall maintain a tracking log to identify and document all requests for assistance in filing a Complaint. The log shall document the type and nature of each dispute, the MCO in which the Enrollee is enrolled, how the matter was addressed and what, if any, action was taken.

C.3.4.10.3.2 The Contractor shall identify and report to the CA any systemic or programmatic issues indicated by the Complaint log on a monthly basis.

C.3.4.10.3.3 The Contractor shall categorize Complaints in consultation with the CA for reporting purposes and shall send copies of the completed complaint forms and final decision or other disposition of all complaints to the CA.

C.3.4.11 Records

C.3.4.11.1 Maintenance Requirements

The Contractor shall retain records and reports throughout the duration of the Contract and up to five (5) years thereafter if the records are not transferred to another Contractor. The Contractor shall be responsible for the storage of records and records shall not be transferred to a third party without the written prior approval of the Contracting Officer (CO).

C.3.4.11.2 Confidentiality of Records

The Contractor shall treat all records and reports as confidential and shall comply with all federal and District confidentiality and privacy regulations, including not limited to the Health Insurance Portability and Accountability Act of 1996 regarding the use and disclosure of “protected health information” as defined in 45 CFR 164.501.

C.3.4.11.2.1 The Contractor shall certify compliance with the Health Insurance Portability and Accountability Act (see Attachment J.16) regarding the use and disclosure of “protected health information”.

C.3.4.11.2.2 The Contractor shall not use any confidential records produced pursuant to this Contract for any purpose after the termination of the Contract without the express prior approval of the CA.

C.3.4.11.2.3 The Contractor shall return all confidential records at the CA's request.

C.3.4.11.2.4 At the CA's request, the Contractor shall be required to destroy confidential records at the Contractor's sole expense.

C.3.4.12 Reports

The Contractor shall comply with all the reporting requirements established by this Contract. The Contractor shall re-create, reconstruct or re-sort reports using the reporting formats, instructions and submission timetables as specified by CA.

C.3.4.12.1 Monthly Reports

C.3.4.12.1.1 Enrollment/Disenrollment Summary Report

The Contractor shall prepare and submit to the CA an Enrollment and Disenrollment Summary Report to specify by MCO and in aggregate the number of Enrollees by the following:

- a. DHCF
 - a. Voluntary selections (C.3.2.3.1.1)
 - b. Auto assignments (C.3.2.3.1.6)
 - c. Newborns, and
 - d. Recertification
- b. Alliance
 - a. Auto assignments (C.3.2.3.1.6)
 - b. Newborns, and
 - c. Recertification
- c. Immigrant Eligible Children
 - a. Auto assignments (C.3.2.3.1.6)
 - b. Newborns, and
 - c. Recertification
- d. Disenrollments
 - a. Transfer request;
 - b. Ineligible for
 - i. Medicaid
 - ii. DCHFP
 - iii. Alliance

C.3.4.12.1.2 Disenrollment by Reason for Request Report

The Contractor shall prepare and submit to the CA a report of the number of requests for MCO transfers by reason code in aggregate and by MCO. The District reserves the right to revise and modify the disenrollment reason codes reported by the Contractor.

C.3.4.12.1.3 Aggregate Disenrollment Report

The Contractor shall prepare and submit to the CA an Aggregate Disenrollment Report to include the number of disenrollments by MCO due to the following reasons:

- a. Selection of another MCO;
- b. Loss of Medicaid eligibility; or
- c. Loss of eligibility for the managed care program.

The District reserves the right to require other reason codes to be captured by the Contractor.

C.3.4.12.1.4 Incomplete Enrollment Forms Report

The Contractor shall prepare and submit to the CA an Incomplete Enrollment Forms Report to provide the number of incomplete enrollment forms received by the Contractor that were incomplete (i.e. missing health assessment form) and actions taken by the Contractor to obtain the necessary information.

C.3.4.12.1.5 Returned Undeliverable Mail Follow-Up Report

The Contractor shall prepare and submit to the CA a Returned Undeliverable Mail Follow-up Report to provide the number of returned undeliverable mail and the actions taken by the Contractor to correct the necessary Enrollee information.

C.3.4.12.1.6 Enrollment Assistance Activity Report

The Contractor shall prepare and submit to the CA a summary report of all enrollment assistance activities, including, but not limited, to the number of following:

- a. New Enrollment Packages issued;
- b. Newborn Enrollment Packages issued,
- c. “Warm Transfers” to the MCO,
- d. Individual face-to-face interviews;
- e. Number of group face-to-face sessions and number of attendees; the number, location by ward, attendance and duration; and
- f. Type of community outreach activities.

C.3.4.12.1.7 Health Assessment Profile Report

The Contractor shall prepare and submit to the CA a Health Assessment Profile Report to provide the following:

- a. Health Assessment Questionnaire (Attachment J.12)
 1. Completion rate
 2. Documentation of the number and types of follow-up attempts made to increase the completion rate
- b. CAHMI Screener (Attachment J.13)
 1. Completion rate
 2. Documentation of the number and types of follow-up attempts made to increase the completion rate
 3. Summary of responses to screening questions by age group.

C.3.4.12.1.8 Provider Continuity Default Report

The Contractor shall prepare and submit to the CA a Provider Continuity Default Report to capture the following data elements on the number of Enrollees that lost eligibility in the prior two (2) months and were re-enrolled in their prior MCO plan;

- a. Enrollee name and ID number;
- b. Enrollee Prior MCO;
- c. Enrollee Prior PCP;
- d. Enrollee New MCO;
- e. Enrollee New PCP; and
- f. Eligibility Termination Date

C.3.4.12.1.9 Fee for Service Continuity Exemption Report

The Contractor shall prepare and submit to the CA a Fee-for-Service Continuity Report to capture the following data elements on the number of Enrollees granted a Fee-for-Service exemption.

C.3.4.12.1.10 Customer Service Telephone Line Activity Report

The Contractor shall prepare and submit to the CA a Customer Service Telephone Line Activity Report that contains the following information:

- a. Total call volume;
- b. Elapsed time before the calls are answered;
- c. Average hold time in queue;
- d. Average call length;
- e. Abandonment rate

- f. Types of calls.
- g. Total warm call transfers;
- h. Number and type of appointments scheduled; and
- i. Referrals.

C.3.4.12.1.11 Complaint Telephone Line Activity Report

The Contractor shall prepare and submit to the CA a Complaint Line Telephone Line Report that contains the following information:

- a. Total call volume;
- b. Elapsed time before the calls are answered;
- c. Average hold time in queue;
- d. Average call length;
- e. Abandonment rate
- f. Types of calls.
- g. Total warm call transfers;
- h. Number and type of appointments scheduled; and
- i. Referrals.

C.3.4.12.1.12 Dental Help Line Activity Report

The Contractor shall prepare and submit to the CA a Dental Line Activity Report that contains the following information:

- a. Total call volume;
- b. Elapsed time before the calls are answered;
- c. Average hold time in queue;
- d. Average call length;
- e. Abandonment rate
- f. Types of calls.
- g. Total warm call transfers;
- h. Number and type of appointments scheduled; and
- i. Referrals.

C.3.4.12.1.13 PCP Capacity Report

The Contractor shall prepare and submit to the CA a PCP Capacity Report to provide updated analysis of PCP capacity by MCO plan and in aggregate. The Contractor shall implement a process to reconcile its PCP rosters with the MCO plans on a monthly basis to ensure accuracy. The PCP Capacity Report is strictly confidential information between the Contractor and CA subject to sanctions as specified in Section G.13.1 for violating the confidentiality of this report.

C.3.4.12.1.14 Complaint by Reason Report

The Contractor shall prepare and submit to the CA a Complaint by Reason Report to detail the number of complaints for the following reasons for each MCO:

- a. Nature of the complaint;
- b. Type of assistance provided;
- c. Disposition of the complaint; and
- d. Referrals to the
 1. CA
 2. Office of Fair Hearing and
 3. MCO grievance procedures.

C.3.4.12.1.15 Supplementary Enrollee Profile Report

The Contractor shall prepare and submit to the CA an Aggregate Supplementary Enrollee Profile Report that includes the number of Enrollees by the following:

- a. Third party liability information
- b. Primary language, if other than English, and
- c. SSI or foster care status of an Enrollee.

C.3.4.13 Transition

C.3.4.13.1 The Contractor shall develop and submit a comprehensive Transition Plan to address the transition of enrollment broker services. The Contractor's Transition Plan shall demonstrate evidence of readiness relative to each of the requirements and function as described Section C.3.1 Enrollment Materials, C.3.2 Enrollment Processing, C.3.3 Enrollment Assistance, and C.3.4 Enrollment Broker Supporting Requirements and the Contractor's responsibilities described in Section H. prior to undertaking any of the services or functions of this Contract. The Contractor's Transition Plan shall include or address at a minimum the following:

- a. A listing of the required activities to accomplish the transition of services within the 90 day transition period
- b. A description of the expertise and resources needed to successfully complete the transition;
- c. A clear description of staff and their respective responsibilities in the transition of services;
- d. A Transition Plan timeline indicating the list of the required activities and the scheduled completion date for each

C.3.4.13.2 The Contractor shall submit weekly progress reports during the transition period to inform the CA of progress toward completion of the transition

activities identified in the Transition Plan and described in the Transition Plan timeline. The Contractor shall identify any areas behind schedule and other problems or issues associated with the transition.

C.3.4.14 Performance Requirements

C.3.4.14.1 Tracking

C.3.4.14.1.1 The Contractor shall generate and track the performance measures as described below for evaluation of the Contractor’s performance.

C.3.4.14.1.2 When a performance measure is based on a sample rather than on all Enrollees, the Contractor shall use a sampling methodology that ensures that the results are statistically sound and representative of the enrolled population of the DCHFP and the Alliance.

C.3.4.14.2 Additions and Changes

C.3.4.14.2.1 The CA reserves the right to specify additional measures or change performance measures or criteria with sixty (60) days of prior notification to the Contractor via a TDL.

C.3.4.14.2.2 Nothing in this Section precludes the Contractor from fulfilling reporting requirements specified in Section F or reports that are mandated by the Center for Medicare and Medicaid Services (CMS) or other federal or District governmental entities.

C.3.4.14.3 Performance Standards Table

Performance Measure (Measurement Frequency)		Performance Standards	Data Source	Sanction
C.3.4.14.3				
C.3.4.14.3.1	Voluntary Enrollment Rate (VER) (These populations shall be exclude from the VER calculation: Immigrant Eligible children, Program, newborns and the Alliance) (Quarterly)	At least 80% of new Enrollees select an MCO within 30 calendar days from the date of their notification of eligibility letter	Enrollment/ Disenrollment Summary Report	Category 1 sanction as defined in Section G.4.2
C.3.4.14.3.2	Change Request Rate (CRR) (These populations shall be exclude from the CRR calculation: Immigrant Eligible children, Program, newborns and the Alliance) (Quarterly)	Less than 20% of new Enrollees who voluntarily select an MCO subsequently change MCO plans during the 90 Day Choice Period.	Enrollment/ Disenrollment Summary Report	Category 1 sanction as defined in Section G.4.2

C.3.4.14.3.3	Enrollee Satisfaction (Quarterly)	At least 85% of Enrollees report satisfaction with their enrollment experience	Customer Satisfaction Surveys	Category 1 sanction as defined in Section G.4.2
C.3.4.14.3.4	Provider Continuity (Quarterly)	At least 95% of Enrollees that lose DCHFPP eligibility and subsequently regain eligibility within 60 days are assigned to their prior MCO <u>and</u> PCP	Provider Continuity Default Report	Category 1 sanction as defined in Section G.4.2
C.3.4.14.4 Health Assessment/CAHMI Screener				
C.3.4.14.4.1	Health Assessment Completion Rate (Quarterly)	Health assessment questionnaire completed by at least 75% of all new Voluntary Enrollees and Transfers.	Health Data Collection Profile Report	Category 1 sanction as defined in Section G.4.2
C.3.4.14.4.2	CAHMI Completion Rate (Quarterly)	CAHMI screener administered to at least 50% of all new Voluntary Enrollees and Transfers under the age of 21	Health Data Collection Profile Report	Category 1 sanction as defined in Section G.4.2
C.3.4.14.5 Administrative Performance Rate				
C.3.4.14.5.1	Telephone Response Time (Monthly) - Complaint Line - Customer Service Line - Dental Line	95% of calls answered in 4 rings or less	Telephone Line Activity Report	Category 1 sanction as defined in Section G.4.2
C.3.4.14.5.2	Telephone Abandonment Rate (Monthly) - Complaint Line - Customer Service Line - Dental Line	Less than 5% of call not answered	Telephone Line Activity Report	Category 1 sanction as defined in Section G.4.2
C.3.4.14.5.3	Telephone Wait Time (Monthly) - Complaint Line - Customer Service Line - Dental Line	Wait time in queue is 15 seconds or less 95% of the time	Telephone Line Activity Report	Category 1 sanction as defined in Section G.4.2

C.3.4.14.6 All auto-assigned Enrollees are to be tracked separately for completion of the HRA and the CAHMI.

C.3.4.14.7 Award of New Managed Care Contract and Novation

C.3.4.14.7.1 Award of New Managed Care Contract

The Contractor shall create and mail letters to all Medicaid managed care Enrollees about the award of new managed care contracts.

C.3.4.14.7.1.1 Contractor shall mail the first letter one (1) day after the award letters have been issued to the MCO, informing the Enrollees to make an affirmative MCO selection.

C.3.4.14.7.1.2 Contractor shall mail the second letter two (2) weeks after the first letter informing new managed care Enrollees of the new health plans and that they may change health plans if they want but do not have to do anything to remain in their current MCO.

C.3.4.14.7.1.3 Contractor shall mail a third letter two (2) weeks after the second letter to Enrollees who did not make an affirmative selection, to choose an MCO.

C.3.4.14.7.1.4 Contractor shall mail a fourth letter four (4) weeks after the third letter, confirming the Enrollees MCO selection.

C.3.4.14.7.1.5 Contractor shall mail an enrollment packet to Enrollees upon request, **for this process only.**

C.3.4.14.7.2 Novation of Managed Care Contract

C.3.4.14.7.2.1 Contractor shall mail the first letter one (1) day after the MCO has been issued their letter of contract expiration. This letter will inform the Enrollees of the existing health plans and to make an MCO selection.

C.3.4.14.7.2.2 Contractor shall mail a second letter two (2) weeks after the first letter to Enrollees who did not make an affirmative selection, to choose an MCO.

C.3.4.14.7.2.3 Contractor shall mail a third letter four (4) weeks after the 2nd letter, confirming the Enrollees MCO selection.

C.3.4.14.7.2.4 Contractor shall mail an enrollment packet to Enrollees upon request, **for this process only.**

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**SECTION D
PACKAGING AND MARKING**

D.1 PACKAGING AND MARKING

The packaging and marking requirements for the resultant Contract will be governed by the Shipping Instructions Clause in Section 2 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.3, when applicable.

D.1.1 The Contractor shall package and mark all deliverables in such a manner that shall ensure acceptance by common carrier and safe delivery at the destination.

D.2 ADDRESS

D.2.1 Unless otherwise specified, all deliverables shall be shipped prepaid, FOB destination, to the following addresses:

Department of Health Care Finance
Office of Managed Care, 6th Floor
825 N. Capitol Street, NE
Washington, DC 20002

D.2.2 All reports shall prominently show on the cover of the report the following information.

- a. Name and business address of the Contractor
- b. Contract number
- c. Name of the report

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 in Section 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, Attachment J.3, if applicable.

E.2 RIGHT TO ENTER PREMISES

E.2.1 The Department of Health Care Finance or any authorized representative of the District of Columbia, the U.S. Department of Health and Human Services, the U.S. Comptroller General, the U.S. General Accounting Office, or their authorized representatives will, at all reasonable times, have the right to enter the Contractor's premises or such other places where duties under this contract are being performed to inspect, monitor, or otherwise evaluate (including periodic systems testing) the work being performed. The Contractor and all subcontractors shall provide reasonable access to all facilities and assistance to the District and federal representatives. All inspections and evaluations shall be performed in such a manner as will not unduly delay the services.

E.2.1 INSPECTION AND ACCEPTANCE-DESTINATION

E.2.1.1 The Contract Administrator (CA) or his/her duly authorized representative will make inspection and acceptance of the services at destination.

E.3 ACCESS TO CONTRACTOR FINANCIAL INFORMATION

DHCF, its contractors or their agents, the District of Columbia, Office of Contracting and Procurement, the US Department of Health and Human Services (DHHS), General Accounting Office (GAO), Center for Medicaid and Medicare (CMS), and the U.S. Comptroller General shall have direct access upon request to the Contractor's:

- a. Financial Records;
- b. Quality assurance information;
- c. Provider Files; and
- d. Enrollee records.

E.4 MONITORING OF PERFORMANCE

E.4.1 The District will utilize a variety of methods to determine compliance with Contract requirements and measure the quality of performance.

E.4.2 The District may employ fines, remedies, and sanctions to address issues of non-compliance and performance with Contractor. These methods include but are not limited to:

- a. Sanctions as described in Section G.12;
- b. Liquidated Damages as described in Section G.13;
- c. Corrective Action; and
- d. Termination of the Contract;

E.4.3 DHCF may employ remedies and sanctions to address issues of non-compliance and issues of poor performance, including but not limited to the following reasons:

- a. Violation of the terms and conditions or poor performance of the Contract;
- b. Violation of applicable law or policy;
- c. Failure to take corrective action or adhere to a Corrective Action Plan;
- d. Failure to adhere the Enrollee services requirements described in Sections C.3 including but not limited to violations of the requirements of the Language Access Act;
- e. Failure to comply with reporting requirements (C.3.4.12);
- f. Failure to maintain confidentiality of information;
- g. Misrepresenting or falsifying information provided to Enrollees, potential Enrollees, or providers; and
- h. Failure to comply with applicable Court Orders.

E.4.4 Additional DHCF Monitoring Procedures

DHCF will have in effect procedures for monitoring Contractor's operations, including, at a minimum, operations related to:

- a. Enrollment and Disenrollment;
- b. Processing of Grievances and Appeals; and
- c. Violations subject to Intermediate Sanctions as set forth in Section G.12;

**SECTION F
DELIVERIES OR PERFORMANCE**

F.1 TERM OF THE CONTRACT

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

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of the Contract for a period of four (4) one (1) year Option Periods by providing thirty (30) days written notice to Contractor before the expiration of the Contract; provided that the District shall give the Contractor preliminary written notice of its intent to exercise the option to extend the term of the contract Close. The preliminary notice does not commit the District to an extension. Contractor may waive the thirty (30) day notice requirement by providing a written waiver to the Contracting Office prior to expiration of the Contract.

F.2.2 The price for the Option Period shall be specified in the Contract. The exercise of the option to extend the contract is subject to the availability of funds at the time of the exercise of the option.

F.2.3 The option to extend the term of the contract, as described above in section F.2.1, shall be included in each option contract.

F.2.4 The total duration of the contract, including the exercise of any options under Section F.2 shall not exceed five (5) years.

F.3 DELIVERABLES

Contractor shall perform the required services and tasks and develop and submit three (3) hard copies and one (1) electronic copy of the following deliverables to the CA identified in Section G.9.2 in accordance with the due dates identified in the Deliverable Schedule, as follows:

F.3.1 ENROLLMENT MATERIALS (C.3.1)

Deliverable No.	Deliverable	Due Date
1	Enrollment Material Guidelines Certification (C.3.1.1.6)	With Each Enrollment Material submission

Deliverable No.	Deliverable	Due Date
2	New Enrollment Package (C.3.1.2) (C.3.2.2)	Within 30 days of contract award/ Within 2 Business Day after Receipt of Eligibility
	Notification Letter (C.3.1.2.1)	
	Enrollment Application (C.3.1.2.2)	
	Health Status Information (C.3.1.2.3) (C.3.2.3.1.3)	
	MCO Decision Assistance Guide (C.3.1.2.4)	
	MCO Comparison (C.3.1.2.5)	
	Basic Features of Managed Care and How to Access Services (C.3.1.2.6)	
	EPSDT Description (C.3.1.2.7)	
	Fee-For-Service Continuity Exemption (C.3.1.2.8) (C.3.2.3.1.2)	
Alliance Services (C.3.1.2.9)		
3	New Enrollment Package for Newborns (C.3.1.3)	Within 30 days of contract award/ Within 2 Business Day after Receipt of Eligibility
	Notification Letter (C.3.1.3.1)	
	Provider Listing – Child Centered (C.3.1.3.2)	
	Newborn Coverage (C.3.1.3.3)	
	EPSDT Instructions (C.3.1.3.4)	
4	Reminder Notice (C.3.1.4) (C.3.2.3.1.4)	Within 30 days from contract award/ Within 10 days before deadline for selecting a MCO
5	Confirmation Notice (C.3.1.5) (C.3.2.3.1.5)	Within 30 days from contract award/ Within 1 day receipt of MCO and PCP selection
6	Auto Assignment Notice (C.3.1.6) (C.3.2.3.1.6)	Within 30 days from contract award/ Date of Auto Assignment
7	Interview Guide (C.3.1.7)	Within 30 days from contract award
8	Combined MCO Provider Directory Print Copy (C.3.1.8.1)	Within 45 days from contract award
9	Combined MCO Provider Directory Print Copy Corrections and Updates (C.3.1.8.1.2)	Monthly
10	Combined MCO Provider Directory Print Copy Corrections and Reprint (C.3.1.8.1.3)	Substantial Changes

Deliverable No.	Deliverable	Due Date
11	Combined MCO Provider Directory Print Copy Annual Reprint (C.3.1.8.1.4)	Annually
12	Combined MCO Provider Directory On-Line Provider Directory (C.3.1.8.2)	Within 45 days from contract award
13	Combined MCO Provider Directory On-Line Provider Directory Updates (C.3.1.8.2)	Monthly
14	Alternative Formats (C.3.1.9)	Within 45 days from contract award
15	Educational Video (C.3.1.10)	Within 45 days from contract award
16	Disenrollment Notice as described (C.3.1.11) (C.3.2.5.2)	Within 30 days from contract award/ Within 1 day receipt of Finding Disenrollment
17	Other Materials (C.3.1.12)	As Needed

F.3.2 ENROLLMENT PROCESSING (C.3.2)

Deliverable No.	Deliverable	Due Date
18	Notification of Receipt of Fee-for-Service Continuity Form (C.3.2.3.1.2)	Within 24 hours of Receipt
19	Completed Health Assessment Questionnaires and CAHMII Screeners (C3.2.1.3.4)	Monthly
20	Distribution of Enrollees Algorithm (C.3.2.3.1.6.1)	Within 30 days from contract award
21	“Good Cause “ Transfer Documentation and Request (C.3.2.4.3.3)	Within 24 hours of Receipt

F.3.3 ENROLLMENT ASSISTANCE (C.3.3)

Deliverable No.	Deliverable	Due Date
22	Requests for Information (C.3.3.6.1)	Within 2 days of Receipt of Request

F.3.4 Enrollment Broker Supporting Requirements (C.3.4)

Deliverable No.	Deliverable	Due Date
23	Description of Facility; Certificate of Occupancy and Building Inspections (C.3.4.1.1)	Within 2 days of Receipt
24	Staffing Plan (C.3.4.2.3)	Within 30 days from contract award
25	Position Descriptions (C.3.4.2.4)	Within 30 days from contract award
26	Organizational Chart (C.3.4.2.5)	Within 30 days from contract award
27	Training Manual (C.3.4.2.6.2)	Within 30 days from contract award
28	Pre-Employment Criminal Background Checks (C.3.4.2.7.2)	Within 30 days from contract award
29	Pre-Employment Criminal Background Checks (C.3.4.2.7.3) – New Hires and Annual Checks	Prior to beginning employment/ Annually
30	Web Site Updates (C.3.4.4.5.2)	Monthly
31	MIS General System – Reconcile Database with MMIS (C.3.4.5.1.1 b)	Monthly
32	Report Discrepancies in Reconciliation Database and MMIS (C.3.4.5.1.1 c)	Within 2 days of Findings
33	Provider Database Discrepancies (C.3.4.5.1.7.2.1)	Within 2 days of Findings
34	Data System Documentation (C.3.4.5.1.8)	Within 30 days from contract award
35	Quality Assurance Plan (C.3.4.7.1)	Within 60 days from contract award
36	Complaint Procedure (C.3.4.10)	Within 60 days from contract award
37	Education and Outreach Calendar of Events (C.3.4.8.1.1)	Quarterly
38	Education and Outreach Materials (C.3.4.8.2)	As Requested
37	Complaint Tracking Log (C.3.4.10.3.1)	Monthly
38	Enrollment/Disenrollment Summary Report (C.3.4.12.1.1)	Monthly
39	Disenrollment by Reason for Request Report (C.3.4.12.1.2)	Monthly
40	Aggregate Disenrollment Report(C.3.4.12.1.3)	Monthly
41	Incomplete Enrollment Forms Report(C.3.4.12.1.4)	Monthly
42	Returned Undeliverable Mail Follow-Up Report (C.3.4.12.1.5)	Monthly
43	Enrollment Assistance Activity Report (C.3.4.12.1.6)	Monthly
44	Health Assessment Profile Report (C.3.4.12.1.7)	Monthly

Deliverable No.	Deliverable	Due Date
45	Provider Continuity Default Report (C.3.4.12.1.8)	Monthly
46	Fee-for-Service Continuity Exemption Report (C.3.4.12.1.9)	Monthly
47	Customer Service Line Activity Report (C.3.4.12.1.10)	Monthly
48	Complaint Line Activity Report (C.3.4.12.1.11)	Monthly
49	Dental Line Activity Report (C.3.4.12.1.12)	Monthly
50	PCP Capacity Report (C.3.4.12.1.13)	Monthly
51	Complaint by Reason Report (C.3.4.12.1.14)	Monthly
52	Supplementary Enrollee Profile Report(C.3.4.12.1.15)	Monthly
53	Transition Plan (C.3.4.13)	Within 15 days of contract award
54	Weekly Progress Report Transition Plan (C3.4.13.2)	Weekly During Transition
55	Telephone Response Time (C.3.4.14.5.1)	Monthly
56	Telephone Abandonment Rate (C.3.4.14.5.2)	Monthly
57	Telephone Wait Time (C.3.4.14.5.3)	Monthly
58	Voluntary Enrollment Rate (VER) (C.3.4.14.3.1)	Quarterly
59	Change Request Rate (C.3.4.14.3.2)	Quarterly
60	Enrollee Satisfaction (C.3.4.14.3.3)	Quarterly
61	Provider Continuity (C.3.4.14.3.4)	Quarterly
62	Health Assessment Completion Rate (C.3.4.14.4.1)	Quarterly
63	CAHMI Completion Rate (C.3.4.14.4.2)	Quarterly
64	Novation Agreement Related (C.3.4.14.7)	As Needed
65	Subcontractor Compliance Reports (H.11)	Monthly
66	Fraud, Waste, and Abuse (H.14.5.1.4)	As Needed
67	Notification of Action Against Subcontractor (H.14.6.2)	Within 3 days of Notice
68	Financial Statements (H.14.7.2.1)	January 1 of each year
69	Fidelity Bond (H.14.8.2)	Contract Renewal
70	Disclosure of Ownership and Control Interest Statement - Originals (H.14.10.2)	Within 2 weeks from Date of Award
71	Disclosure of Ownership and Control Interest Statement - New Hire (H.14.10.2)	Within 10 Business Days of Hire
72	Disclosure of Ownership and Control Interest Statement - Annual (H.14.10.2)	January 1 of every year
73	Disclosure of Ownership and Control Interest Statement - Change in Holdings (H.14.10.2)	Within 10 Business Days of the Change
74	Readiness Assessment	Within 75 days from contract award
75	HIPAA Reporting and Documentation	As Needed
76	Certificate of Insurance (I.8.7)	Contract Renewal

- F.3.5** Any reports required pursuant to Section H.12 of the Fifty One Percent (51%) District Residents New Hires Requirements and First Source Employment Agreement are to be submitted to the District as a deliverable. If the report is not submitted as part of the deliverables, final payment to Contractor shall not be paid.

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SECTION G
CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

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

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9.2. The address of the CFO is:

Darrin Shaffer
Department of Health Care Finance
825 North Capitol St, NE Suite 5135
Washington, DC 20002
darrin.schaffer@dc.gov

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

- a. Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- b. Contract number and invoice number;
- c. Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- 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, phone number of person preparing the invoice;
- g. Name, title, phone number and mailing address of person (if different from the person identified in G.2.2 e above) 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 (Attachment J.6) requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

G.3.2 No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement (Attachment J.6) requirements.

G.4 PAYMENT

G.4.1 The District will pay the Contractor monthly 1/12 of the price as described in Section B.3

G.4.2 RECOUPMENT

G.4.2.1 Contractor shall be responsible for the reimbursement of its fee for any claims that must be paid back to Medicaid as a result of Contractor's negligence in the performance of its services under the Contract. Contractor is liable to the District for no other sanction on account of claims or claim payments that are subject to recoupment.

G.4.2.2 The District shall notify Contractor immediately in the event that any audit is conducted or contemplated by any entity, and shall afford Contractor the opportunity to attend and participate in related discussions.

G.4.3 ELECTRONIC PAYMENTS

G.4.3.1 The District reserves the option to make payments to Contractor by wire, NACHA, or electronic transfer and will provide Contractor at least thirty (30) days notice prior to the effective date of any such change.

G.4.3.2 Where payments are made by electronic funds transfer, the District will not be liable for any error or delay in transfer or indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by Contractor.

G.4.4 RIGHT TO WITHHOLD PAYMENT

G.4.4.1 The District reserves the right to withhold or recoup funds from Contractor in addition to any other remedies allowed under the Contract or any policies and procedures.

G.4.4.2 Payment will be withheld for Contractor late submissions of deliverables where such lateness is caused by circumstances within the reasonable control of the Contractor. Contractor shall receive payment when each deliverable is completed and approved by DHCF. If the deliverable has not been completed and submitted to DHCF by the deliverable due date and/or it is submitted, but DHCF does not approve the submission, DHCF may withhold payment until the deliverable has been inspected and accepted by DHCF.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE**G.6.1 INTEREST PENALTIES TO CONTRACTORS**

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

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

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

G.6.2 PAYMENTS TO SUBCONTRACTORS

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

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

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

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

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

G.6.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of

Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 SUBCONTRACT REQUIREMENTS

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

James H. Marshall
Department of Health Care Finance
825 North Capitol Street, NE 6th Floor
Washington, DC 20002
202 442-9106
jim.marshall@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:
- Tanya Ehrmann
Associate Director
Department of Health Care Finance
825 North Capitol Street, 6th Floor
Washington, DC 20002
202 442-5931
tanya.ehrmann@dc.gov
- G.9.3** The CA shall NOT have the authority to:
- a. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - b. Grant deviations from or waive any of the terms and conditions of the contract;
 - c. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
 - d. Authorize the expenditure of funds by the Contractor;
 - e. Change the period of performance; or
 - f. Authorize the use of District property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may

also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 SUBCONTRACTS

G.10.1 Nothing contained in the contract shall be construed as creating any contractual relationship between any subcontractor and the Government of the District of Columbia.

G.10.2 The divisions or sections of any requirements related herein are not intended to control the Contractor in dividing the work among the subcontractors or to limit the work performed by any trade.

G.10.3 The Contractor shall be as fully responsible to the Government of the District of Columbia for the acts and omissions of subcontractor and of persons employed by them as he is for the acts and omissions of persons directly employed by him.

G.10.4 The Contractor shall coordinate the trades, subcontractor and material persons engaged upon his work.

G.10.5 The Contractor shall, without additional expense to the Government of the District of Columbia, utilize the services of specialty subcontractors for those parts of the work which are specified to be performed by specialty subcontractors.

G.10.6 The Government of the District of Columbia will not undertake to settle any differences between the Contractor and his subcontractors or between subcontractors.

G.10.7 The Contractor shall not subcontract any portion of the contract except with the prior written consent of the CO, or his authorized representatives, and such consent, when given, shall not be construed to relieve the Contractor of any responsibility for the fulfillment of the contract. Request(s) for permission to subcontract any portion of the contract shall be in writing and accompanied by: (a) a showing that the organization which will perform the work is particularly experienced and equipped for such work, and (b) an assurance by the Contractor that the Labor Standards Provisions set forth in this contract shall apply to labor performed on all work encompassed by the request(s). The request(s) also shall provide the following information:

G.10.7.1 Subcontractors name, address, telephone number, and Federal Social Security Number used on the Employers Quarterly Federal Tax Return, U.S. Treasury Department Form 941.

- G.10.7.2** Estimated dollar amount of the subcontract.
- G.10.7.3** Estimated starting and completion dates of the subcontract.
- G.10.7.4** The subcontractor approval request form included herein should be used to request approval of subcontractor on this project. The form should be completed for each subcontractor requested for approval and submitted to the CO. Copies of these forms are available upon request from the CA.
- G.10.8** Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.
- G.11 PAYMENT ERRORS**
- G.11.1** A payment error discovered by the District will be subject to repayment or adjustment by the District making a corresponding decrease in a current Contractor's payment or by making an additional payment by the District to the Contractors Provision for Adjustment of Payment.
- G.11.2** In the event that the District, adds, deletes or changes any services to be provided by the Contractor under this Contract, the District will review the effect of the change and determine whether an equitable adjustment to the payment is necessitated.
- G.11.3** The Contractor may request a review if the Contractor believes the adjustment for a program change is not equitable; the District will not unreasonably withhold such a review.
- G.12 SANCTIONS FOR NON-COMPLIANCE**
- G.12.1 CORRECTIVE ACTION**
- G.12.1.1** In addition to its rights under the Default Clause contained in the Standards Contract Provisions (Attachment J.3), if the District determines that the Contractor has failed to comply with terms of this Contract or has violated applicable federal or District law, regulation or court order, the District may request corrective action within the time frame established by the District to avoid sanctions as described below. The Contractor shall complete all steps necessary to correct the identified violation.

G.12.2 NOTICE OF SANCTIONS

G.12.2.1 In addition to any other remedies available to the District, the District may impose sanctions against the Contractor after 30 days written notice of intent to the Contractor via a Notice of Sanctions. The Notice of Sanctions shall include the following:

- a. A citation to the law or regulation or contract provision that has been violated;
- b. The sanction to be applied and the date the sanction will be imposed;
- c. The basis for the sanction; and
- d. The time frame and procedure for the Contractor to appeal the District's determination. A Contractor's appeal of a sanction shall not stay the effective date of the proposed sanction.

G.12.2.2 Sanctions

G.12.2.2.1 Following the Notice of Sanctions, a full month's sanctions are due for the first month or any portion of a month during which the Contractor, or its agent is in violation. Sanctions imposed may include the following:

- a. Fine approved by CMS;
- b. Liquidated damages as described in Section G.13;
- c. Withhold of up to ten (10%) percent of the Contractor's monthly payment when the District has determined that the Contractor has failed to perform according to the corrective action plan and liquidated damages have been previously imposed.
- d. Any other sanctions set forth in Federal or District law.

G.13 LIQUIDATED DAMAGES

G.13.1 In the event of failure of the Contractor to meet the performance standards and objectives listed below and throughout this Contract, damages will be sustained by the CA.

G.13.2 The Contractor accepts and acknowledges that actual damages that the CA will sustain in this and by reason of such failure are uncertain and extremely difficult and impractical to ascertain and determine. The Contractor acknowledges and agrees that liquidated damages will be imposed by the District as described in Section G.13.1 for such failures at the sole discretion of the District.

G.13.3 The District will have the right to offset against any payments due the Contractor until the liquidated damage amount is paid. The Contractor has

the right to appeal such adverse action in accordance with the Dispute clause under Attachment J.3 of this Contract.

G.13.4 CATEGORIES OF EVENTS

The Contractor's failure to meet the objectives and performance standards in the Contract will be divided into two categories of events.

G.13.4.1 Category 1 Liquidated Damages

Category 1 Liquidated Damages are those damages to be imposed immediately due to the Contractor's failure to meet one of the Contractor's prime functions and liquidated damage are imposed immediately. For Category 1 events, the Contractor shall submit a written corrective action plan and obtain the CA's agreement that the solution will be acceptable before implementing the corrective action. Category 1 events will be monitored by the CA as noted to determine compliance. Liquidated damages of \$25,000 per occurrence/day will be imposed for the following Category 1 events subject to periodic and daily monitoring by the CA:

- G.13.4.1.1** Failure of the Contractor to ensure client confidentiality;
- G.13.4.1.2** Failure of the Contractor to assume full operation of its duties under this Contract in accordance with the transition timeframes specified herein;
- G.13.4.1.3** Failure of the Contractor to obtain prior approval from the CA prior to the use of enrollment or other written material;
- G.13.4.1.4** Failure of the Contractor's computer system to perform the necessary functions to support the requirements of this contract for a period of 24 hours;
- G.13.4.1.5** Failure of the Contractor to produce professional looking, accurate written enrollment and program materials; and
- G.13.4.1.6** Failure to ensure that key personnel responds to all CA's inquiries within 24 hours and is available and accessible to the CA between 8:15 a.m. and 4:45 p.m. daily.

G.13.4.2 Category 2 Event

A Category 2 event is a lapse in the Contractor's ability to meet a secondary function. For Category 2 events, no written corrective action plan is required, although corrective action shall be taken. In the case of Category 2 events, if corrective action is taken within 3 working days,

then liquidated damages may be waived at the discretion of the CA. The liquidated damages imposed may be up to \$10,000 per day or incident for each of the following violations:

- G.13.4.2.1** Non- adherence to established task timeframes;
 - G.13.4.2.2** Failure to take actions stated in the Contractor's proposal, required in the RFP, executed contract or other material failures in the Contractor's duties;
 - G.13.4.2.3** Violation of a subcontracting requirement or plan;
 - G.13.4.2.4** Violation of federal or District regulations, unless associated liquidated damages are otherwise specified;
 - G.13.4.2.5** Unscheduled computer database downtime of more than a half hour per week for 2 consecutive weeks or for three hours in a 4 week period;
 - G.13.4.2.6** Failure to deliver required reports timely;
 - G.13.4.2.7** Non-compliance with any other material Contract provisions, unless associated liquidated damages are otherwise specified.
- G.13.5 LIQUIDATED DAMAGE ASSESSMENT**
- G.13.5.1 Assessment**
 - G.13.5.1.1** Amounts resulting from liquidated damages imposed in a specific month will be subtracted from the Contractor's monthly payment at the end of the month.
 - G.13.5.1.2** The District reserves the right to assess liquidated damages to cover any costs incurred by the CA for failure of the Contractor to provide services meeting any other established standard.

**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 (Attachment J.6) 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 applicants, trainees, and other workers in the implementation of employment goals contained in this clause.

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No.: 2005-2103, Revision No. 10, dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 et seq.) and incorporated herein as Attachment J.4 of this contract. 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 CA designated in subsection G.9 who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. 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, sec. 2-219.01 et seq. (“First Source Act”) (Attachment J.6).

H.5.2 The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Attachment J.6) in which the Contractor shall agree that:

- a. 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
- b. The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement (Attachment J.6) 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”) verifies its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

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

H.5.4 If the contract amount is equal to or greater than \$100,000, the 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:

- a. Document in a report to the Contracting Officer its compliance with the section H.5.4 of this clause; or
- b. Submit a request to the Contracting Officer for a waiver of compliance with section H.5.4 and include the following documentation:
 1. Material supporting a good faith effort to comply;
 2. Referrals provided by DOES and other referral sources;
 3. Advertisement of job openings listed with DOES and other referral sources; and
 4. 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;
- b. 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, Culpepper, Spotsylvania, and King George; the Maryland Counties

of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.

- c. The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- d. DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the 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 CA.

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 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.7 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.8 WAY TO WORK AMENDMENT ACT OF 2006

- H.8.1** Except as described in Section H.8.8 below, Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 9, 2006, (D.C. Law 16-118, D.C. Official Code § 2-220.01 *et seq.*) “Living Wage Act of 2006” for contracts for services in the amount of one-hundred thousand dollars (\$100,000) or more in a twelve (12) month period.
- H.8.2** Contractor shall pay its employees and subcontractors who perform services under the Contract no less than the current living wage published on the OCP website at www.ocp.dc.gov .
- H.8.3** Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov .
- H.8.5** Contractor shall provide a copy of the Fact Sheet attached as Attachment J.8 to each employee and subcontractor who performs services under the contract. Contractor shall also post the Notice attached as Attachment J.7 in a conspicuous place in its place of business. Contractor shall include in any subcontract for fifteen thousand dollars (\$15,000) or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for fifteen thousand dollars (\$15,000) or more under the Contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code § 32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- a. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - b. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;

- c. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- d. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- e. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- f. An employee under twenty-two (22) years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than twenty-five (25) hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- g. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District; and
- h. Employees of nonprofit organizations that employ not more than fifty (50) individuals and qualify for taxation exemption pursuant to Section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

H.8.9 The Mayor may exempt a Contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H. 9 MANDATORY SUBCONTRACTING REQUIREMENTS

H.9.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.9.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of the preceding paragraph, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.9.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1 and H.9.2.

H.10 SUBCONTRACTING PLAN

For the base year of the Contract, Contractor shall prepare a subcontracting plan as a prime contractor and shall subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9. Once the plan is approved by the contracting officer, changes to the plan will only occur with the prior written approval of the contracting officer and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.10.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.2** A statement of the dollar value of the proposal that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.10.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.10.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.10.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.10.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the Contracting Officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.10.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.10.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth

in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

- H.10.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises and to award subcontracts to them.

H.11 COMPLIANCE REPORTS

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

- H.11.1** The dollar amount of the contract or procurement;
- H.11.2** A brief description of the goods procured or the services contracted for;
- H.11.3** The name and address of the business enterprise from which the goods were procured or services contracted;
- H.11.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.11.5** The dollar percentage of the contract or procurement awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.11.6** A description of the activities the contractor engaged in, in order to achieve the subcontracting requirements set forth in section H.9; and
- H.11.7** A description of any changes to the activities the contractor intends to make by the next month to achieve the requirements set forth in section H.9.

H.12 ENFORCEMENT AND PENALTIES FOR BREACH OF SUBCONTRACTING PLAN

- H.12.1** If during the performance of this contract, the contractor fails to comply with its approved subcontracting plan, and the contracting officer determines the contractor's failure to be a material breach of the contract, the contracting officer shall have cause to terminate the contract under the default clause of the Standard Contract Provisions (Attachment J.3).
- H.12.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to

submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H. 12.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.13 DISTRICT RESPONSIBILITIES

H.13.1 ELIGIBILITY

H.13.1.1 The District is responsible for determining whether an individual meets the DCHFP eligibility criteria. All eligibility determinations are performed by the Income Maintenance Administration (IMA) of the within the Department of Human Services using the Automated Client Eligibility Determination System (ACEDS).

H.13.1.2 Medicaid, SCHIP, and Alliance eligibility are determined by the Income Maintenance Administration (IMA) using the Automated Client Eligibility Determination System (ACEDS). On a daily basis, a DCHFP eligibility extract is sent from ACEDS to the Medicaid District's MMIS identifying individuals who are required to enroll in DCHFP and the Alliance Program. The District's MMIS vendor will provide the Contractor with the daily extract.

H.13.2 ENROLLMENT INFORMATION

H.13.2.1 The District will submit to the Contractor updates concerning Enrollees and shall approve all enrollment transactions submitted by MCO Plans.

H.13.2.2 The District will provide the Contractor with the most recent Health Assessment Questionnaire (Attachment J.12) for children and adults and the CAHMI Screener (Attachment J.13) or tool designated by the District for identifying children with special health care needs.

H.13.2.3 The CA will monitor where enrollment applications are distributed through coding to identify where they were completed. The CA will collaborate with other District agencies to increase enrollment.

H.13.2.4 The CA will review and provide approval or disapproval of Enrollment Materials in accordance with C.3.1.1.

H.13.3 OVERSIGHT DISTRICT CONTRACTORS

The District will oversee other contracted vendors to ensure they meet their obligations with the Contractor.

H.13.4 SUBSTANCE ABUSE PROVIDERS

The CA is responsible for providing to the Contractor an up to date listing of outpatient substance abuse providers to be included in the Contractor's Combined MCO Provider Directory (Print Version) (C.3.1.8.1) and On-Line Provider Directory (C.3.1.8.2) at the start date of this Contract. The Contractor is responsible for updating this listing as described in Section C.3.1.1.1 c.

H.13.5 ENROLLMENT PROCESS AND EXCEPTIONS

The District through the CA will oversee the following activities:

- H.13.5.1** Issuing "Good Cause" Transfers to authorize an Enrollees transfer between MCOs after the Enrollees 90 Day Choice Period in accordance with Applicable Document #9.
- H.13.5.2** Issuing "fee for service" continuity exemptions (C.3.2.3.1.2) for Enrollees who have HIV/AIDS diagnosis;
- H.13.5.3** Providing the Fee-for-Service Continuity form (Attachment J.15) to the Contractor, for distribution in the New Enrollment Package;
- H.13.5.4** Enforcing the MCO's responsibility to transmit data to the Contractor; and
- H.13.5.5** Review all proposed subcontracts and provide the CO with assessment of the scope of services relative to the required services; the CO Contractor with

H.13.6 MONITORING

- H.13.6.1** The District through the CA will monitor the Contractor's performance and review all required contract deliverables.
- H.13.6.2** CA staff will conduct site visits to the Contractor's offices periodically, or as needed, and may review data on file there. The CA will provide the Contractor with a copy of the site visit results. The Contractor shall submit a plan to correct all deficiencies identified within fifteen (15) days of written notification of deficiencies. The District may terminate this contract for failure to correct identified deficiencies.

H.13.7 GENERAL

H.13.7.1 The District, through the CA, will provide continuous contract performance evaluations and program monitoring.

H.13.7.2 The District, through the CA, will maintain adequate liaison and cooperation with the Contractor.

H.13.7.3 The District will attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and other specific agenda items.

H.13.8 REVIEW AND APPROVAL OF SUBCONTRACT(S)

H.13.8.1 The Contracting Officer will notify the Contractor, in writing, of its approval or disapproval of a proposed model subcontract for service providers within fifteen (15) business days of receipt of the proposed subcontract and supporting documentation required by the District. The District will specify the reasons for any disapproval, which shall be based upon review of the provisions of this Contract, the Contractor's proposal, and District or federal law or regulations.

H.13.8.2 A proposed subcontract may be awarded by the Contractor if CA fails to notify the Contractor within the fifteen (15) business day time limit.

H.13.8.3 The District may utilize any remedy which it deems appropriate if a Contractor executes a subcontract for services furnished under this Contract that is materially different from the model subcontract approved by the District.

H.13.8.4 The District may require the Contractor to furnish additional information relating to the ownership of the subcontractor, the subcontractor's ability to carry out the proposed obligations under the subcontract, and the procedures to be followed by the Contractor to monitor the execution of the subcontract.

H.13.8.5 The District may terminate its relationship with the Contractor if the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract.

H.14 CONTRACTOR RESPONSIBILITIES

H.14.1 FACILITY

The Contract shall provide the required facilities (C.3.4.1) to perform the required services. The Contractor shall ensure facilities used in the fulfillment of the required services

H.14.2 STAFF

The Contract shall provide the required staff and related requirements (C.3.4.2)

H.14.2.1 Diversion, Reassignment, and Replacement of Key Personnel

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

H.14.2.2 The Contractor shall identify Key Personnel in the spaces below:

Position	Name
Chief Executive Officer	
Chief Financial Officer	
Project Manager	
Senior Manager – Enrollment, Disenrollment, Transfer	
Senior Manager – Customer Service Center, Quality Assurance	
Senior Manager – Outreach and Education	
Senior Manager – Management Information Systems, Reporting, and Web site	

H.14.3 INFORMATION SYSTEM

H.14.3.1 Confidentiality of Records

H.14.3.1.1 The Contractor shall treat all records as confidential and use reasonable care to protect that confidentiality in compliance with Federal and District

regulations. Any use of data for purposes other than those completing the duties under this Contract including the sale or offering for sale of data is prohibited.

H.14.3.1.1.2 The Contractor shall require its staff to sign a confidentiality Statement. The Contractor will be liable for any fines, financial penalties, or damages imposed on the District as a result of the Contractor's systems, staff, subcontractors or other agents causing a breach of confidentiality.

H.14.3.1.1.3 A breach of confidentiality is a breach of this Contract and will constitute grounds for Contract termination and prosecution to the fullest extent permissible by law.

H.14.3.2 Use of Information and Data

H.14.3.2.1 The District agrees to maintain, and to cause its employees, agents or representatives to maintain on a confidential basis information concerning the Contractor's relations and operations as well as any other information compiled or created by Contractor which is proprietary to Contractor and which Contractor identifies as proprietary to the District in writing.

H.14.4 ALLOWABLE SUBCONTRACTING REQUIREMENTS

H.14.4.1 The Contractor shall ensure that all activities carried out by any subcontractor conforms to the provisions of this Contract.

H.14.4.2 It is the responsibility of the Contractor to ensure its subcontractors are capable of meeting the reporting requirements under this Contract and, if they cannot, the Contractor is not relieved of the reporting requirements.

H.14.4.3 Termination of Subcontract

The Contractor shall notify the District Contracting Officer, in writing, of the termination of any subcontract for the provision of services, including the arrangements made to ensure continuation of the services covered by the terminated subcontract, not less than forty-five (45) days prior to the effective date of the termination, unless immediate termination of the contract is necessary to protect the health and safety of Enrollees or prevent fraud and abuse. In such an event, the Contractor shall notify CA immediately upon taking such action.

- H.14.4.3.1** If the District determines that the termination or expiration of a subcontract materially affects the ability of the Contractor to carry out its responsibility under this contract; the District may terminate this Contract.
- H.14.4.3.2** The Contractor shall ensure subcontracts contain a provision that requires subcontracts to contain all provisions of the Contractor's contract with the District and that the subcontractor look solely to Contractor for payment for services rendered.
- H.14.5** **FRAUD AND ABUSE PROVISIONS AND PROTECTIONS**
- H.14.5.1** Cooperation with the District
- H.14.5.1.1** This contract is subject to all District and federal laws and regulations relating to fraud and abuse in health care and the Medicaid program.
- H.14.5.1.2** The Contractor shall cooperate and assist the District of Columbia and any District or federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud and abuse.
- H.14.5.1.3** The Contractor shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to CA or its authorized agent(s), CMS, the U.S. Department of Health and Human Services, FBI and the District's Medicaid Fraud Control Unit. All copies of records shall be provided free of charge.
- H.14.5.1.4** The Contractor shall be responsible for promptly reporting suspected fraud, abuse, or violation of the terms of this contract to CA via the Contracting Officer, taking prompt corrective actions consistent with the terms of any subcontract, and cooperating with CA investigations.
- H.14.5.1.5** The Contractor shall allow the District of Columbia Medicaid Fraud Unit or its representatives to conduct private interviews of Contractor's employees, subcontractors, and their employees, witnesses, and patients. The Contractor shall honor requests for information in the form and the language specified.
- H.14.5.1.6** The Contractor's shall ensure that its employees and its subcontractors and their employees shall cooperate fully and be available in person for interviews, consultation grand jury proceedings, pre-trial conference, hearings, trial and in any other process.

H.14.6 PROHIBITING AFFILIATIONS WITH INDIVIDUALS DEBARRED BY FEDERAL AGENCIES

H.14.6.1 In accordance with the Social Security Act (Section 1932(d) (1), as amended by the Balanced Budget Act of 1997) (Applicable Document # 6) or Executive Order, the Contractor may not knowingly have a director, officer, partner, or person, who has been debarred or suspended by the federal government, with more than 5% equity, or have an employment, consulting, or other contract with such a person for the provision of items and services that are significant and material to the entity's contractual obligation with the District.

H.14.6.2 The Contractor shall notify CA within three (3) days of the time it receives notice that action is being taken against Contractor, any person defined under the provisions of section 1128(a) or (b) of the Social Security Act (42 USC 1320 a-7) or any subcontractor which could result in exclusion, debarment, or suspension of the Contractor or a subcontractor from the Medicaid program, or any program listed in Executive Order 12549.

H.14.7 FINANCIAL REQUIREMENTS

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

H.14.7.1 Solvency and Financial Reserves

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

H.14.7.2 Financial Statements

H.14.7.2.1 The Contractor shall submit financial statements audited by an independent certified public accountant to the District on January 1st of each year.

H.14.7.2.2 The Contractor shall permit, and shall assist the federal government, its agents or the District in the inspection and audit of any financial records of the Contractor or its subcontractors, upon the District's written request. The records of the Contractor and its subcontractors shall be available for inspection and audit by the District.

- H.14.7.2.3** The Contractor shall retain annual audit reports and records for at least five (5) years.
- H.14.7.2.4** If any litigation, claim, negotiation, audit, or other action involving the records described in this section is initiated before the expiration of the five (5) year period, the records shall be retained until completion of the action and final resolution of all issues that arise from the litigation, claim, negotiation, audit, or other action, including any appeal and the expiration of any right of appeal, or until the end of the five (5) year period, whichever is later.
- H.14.8 FIDUCIARY RELATIONSHIP**
- H.14.8.1** Any director, officer, employee, or partner of a Contractor who receives, collects, disburses, or invests funds in connection with the activities of such Contractor shall be responsible for such funds in a fiduciary relationship to the Contractor.
- H.14.8.2** The Contractor shall maintain in force and provide evidence of a fidelity bond in an amount of not less than one hundred thousand dollars (\$100,000) per person for each officer and employee who has a fiduciary responsibility or duty to the organization.
- H.14.9 CONFLICT OF INTEREST – DISTRICT AND FEDERAL EMPLOYEES**
- H.14.9.1** No official or employee of the District of Columbia or the Federal government who exercises any functions or responsibilities in the review of approval of the undertaking or carrying out of this contract shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the contract or proposed contract. (DC Procurement Practices Act of 1985, DC Law 6-85 and Chapter 18 of the DC Personnel Regulations).
- H.14.10 CONFLICTS OF INTEREST - CONTRACTOR**
- H.14.10.1** The District intends to avoid any real or apparent conflict of interest on the part of the Contractor, subcontractors, or employees, officers and directors of the Contractor or subcontractors. The District reserves the right to determine, at its sole discretion, whether any information, assertion or claim received from any source indicates the existence of a real or apparent conflict of interest; and, if a conflict is found to exist, to require the Contractor to submit additional information or a plan for resolving the conflict, subject to the District’s review and prior approval.
- H.14.10.1.1** Conflicts of interest include, but are not limited to:

- a. An instance where the Contractor or any of its subcontractors, or any employee, officer, or director of the Contractor or any subcontractor has an interest, financial or otherwise, whereby the use or disclosure of information obtained while performing services under the Contract would allow for private or personal benefit or for any purpose that is contrary to the goals and objectives of the Contract.
- b. An instance where the Contractor's or any subcontractor's employees, officers, or directors use their positions for purposes that are, or give the appearance of being, motivated by a desire for private gain for themselves or others, such as those with whom they have family, business or other ties.

H.14.10.1.2 If the District's is or becomes aware of a known or suspected conflict of interest, the Contractor will be given an opportunity to submit additional information or to resolve the conflict. A Contractor with a suspected conflict of interest will have five (5) business days from the date of notification of the conflict by the District to provide complete information regarding the suspected conflict. If a conflict of interest is determined to exist by the District resolved to the satisfaction of the District will be grounds for terminating the Contract. The District may, at its discretion upon receipt of a written request from the Contractor, authorize an extension of the timeline indicated herein.

H.14.10.2 The Contractor shall submit a "Conflict of Interest Disclosure Statement" (Disclosure Statement), in accordance with the following schedule:

- a. Originals two (2) weeks after Contract Effective Date;
- b. An update January 1st of each calendar year thereafter;
- c. The originals completed by new Contractor staff within ten (10) business days of their hire; and
- d. An update completed by Contractor's staff who experience a change in holdings that may create a real or apparent conflict of interest within ten (10) business of such change.

H.14.10.2.1 The Disclosure of Ownership and Control Interest Statement shall fully describe any direct or indirect interest the Contractor, any parent or any subcontractor, has in any MCO, PIHP, PAHP, PCCM or other health care provider in as defined in Title 42, CFR, Subpart 438.810, together with the name and position description of the Contractor, any parent, or subcontractor employee, director, consultant, or officer about whom the disclosure is being made.

H.14.10.2.2 At a minimum, the Contractor's Disclosure of Ownership and Control Interest Statement shall disclose the name and address of any and all MCO, PIHP, PAHP, PCCM or other health care provider in which:

- a. The Contractor, or any parent corporation, or any subcontractor, or any of the Contractor's, or any parent corporation's or any subcontractor's employee, director, consultant, or officer has a direct or indirect interest of any dollar amount.
- b. The Contractor, or any parent corporation, or any subcontractor, or any of the Contractor's or any parent corporation's or any subcontractor's employees, directors, consultants, or officers assigned to the Contract is a director, officer, partner, trustee, employee, or holder of a management position, or is self-employed; and
- c. The Contractor, or any parent corporation, or any subcontractor, or any of the Contractor's, or any parent corporation's or any subcontractor's employees, directors, consultants, or officers assigned to the Contract, has derived any direct or indirect income within the twelve (12) months immediately prior to the submittal of a proposal.

H.14.11 OTHER CONTRACTORS

- H.14.11.1** The Contractor shall not commit or permit any act, which will interfere with the performance of work by another District Contractor or by any District employee.
- H.14.11.2** If another Contractor is awarded a future contract for performance of the required services, the Contractor shall cooperate fully with the District and the new Contractor in any transition activities, which the Contracting Officer deems necessary during the term of the contract.

H.14.12 ACCOUNTING AND AUDITS

- H.14.12.1** The Contractor shall maintain an accounting system which conforms with generally accepted accounting principles which will permit an audit of all income and expenditures received or disbursed by the Contractor in the provision of services under this Contract.
- H.14.12.2** The Contractor shall make provisions, upon request, for inspection of financial records, including audited financial Statements and tax returns, by the Contracting Officer or designee(s).

H.14.13 PROHIBITED INFORMATION AND ACTIVITIES

- H.14.13.1** The Contractor and their Subcontractors are prohibited from distribution the following information or conducting the following activities:

- a. Materials that mislead or falsely describe covered or available services;
- b. Materials which mislead or falsely describe the Contractor's provider participation network, the participation or availability of network providers, the qualifications and skills of network providers (including their bilingual skills), or the hours and locations of network services;
- c. Offering gifts of more than de minimum value, cash, promotions, and/or other insurance products which are designed to induce enrollment by individual beneficiaries;
- d. Compensation arrangements with marketing personnel which utilize any type of payment structure in which compensation is tied to the number (or classes) of persons who enroll;
- e. Direct soliciting of members, either by mail, door-to-door or telephonic, of prospective Enrollees; and
- f. Engaging in any marketing activity or using any marketing material not approved in advance by the District.

H.14.14 RECORDS RETENTION

H.114.14.1 The Contractor shall retain all financial records, supporting documents, statistical records, and all other records pertinent to the Contract for the length of the Contract in addition to a period of six (6) years from the date of submission of the final expenditure report or, for awards that are renewed quarterly or annually, from the date of the submission of the quarterly or annual financial report. The only exceptions are the following:

H.14.14.1.1 If any litigation, claim, financial management review, or audit is started before the expiration of the record retention period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved and final action taken;

H.14.14.1.2 Records for real property and equipment acquired with federal funds shall be retained for six (6) years after final disposition; and

H.14.14.1.3 When records are transferred to or maintained by the HHS awarding agency, the record retention requirement is not applicable to the recipient.

H.14.15 READINESS ASSESSMENT

The District through the CA will conduct a readiness assessment of the Contractor to ensure that the Contractor has all processes in place to meet the scope of work outlined in this Contract. The Contractor shall demonstrate evidence of readiness relative to each requirement and

function in the scope of work prior to undertaking any of the services or functions of this Contract.

H.14.15.1 Timing

H.14.15.1.1 The Readiness assessments will begin immediately after this Contract is executed during the transition period and prior to the processing of enrollment for DCHFP eligible.

H.14.15.2 Content of Readiness Assessment

H.14.15.2.1 The readiness assessment will include site visits and review of documentation and deliverables that are required prior to enrollment. Areas of special emphasis for the readiness assessment will include, but are not limited to, EPSDT referrals, enrollment activities, customer service hotline and complaint line procedures, outreach, translation services and reporting.

H.14.15.3 Corrective Action Plan

H.14.15.3.1 If the CA determines that the Contractor has not met the criteria for readiness, the Contractor will be notified and required to develop a corrective action plan for the CA's review and approval. The CA will conduct the necessary oversight and monitoring including announced and unannounced site visits to assess the Contractor's progress, successful completion, and implementation of the Corrective Action Plan. The CA will approve the Contractor for the processing of enrollment once the CA determines that the Corrective Action Plan has been implemented satisfactorily.

H.14.15.4 Staffing

The Contractor shall provide sufficient staff devoted to the readiness review process. The Contractor shall ensure that its staff responds to the CA's requests for documents and information. The Contractor's staff shall respond to the CA's questions and requests in a timely and efficient manner.

H.14.16 ADVISORY AND ASSISTANCE SERVICES

This contract is a "nonpersonal services contract". It is therefore, understood and agreed that the Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule,

financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.14.17 HIPAA COMPLIANCE – BUSINESS ASSOCIATE AGREEMENT

H.14.17.1 DHCF is a “Covered Entity” as that term is defined in the Privacy Rule and Security Rules and Contractor, as a recipient of Protected Health Information and/or Electronic Protected Health Information from DHCF, is a “Business Associate” as that term is defined in the Privacy and Security Rules.

H.14.17.2 Definitions

The following definitions shall apply to this Section:

H.14.17.2.1 Administrative Safeguards: administrative actions, policies, and procedures, to manage the selection, development, implementation, and maintenance of security measures to protect electronic protected health information and to manage the conduct of the Covered Entity's workforce in relation to the protection of that information.

H.14.17.2.2 Business Associate: 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.

H.14.17.2.3 Covered Entity: 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 and Security Rules. Covered Entity is also referred to as Covered Agency within this HIPAA Compliance Clause. With respect to

this Compliance Clause, Covered Entity shall also include the designated health care components of a hybrid entity.

H.14.17.2.4 Data Aggregation: 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.

H.14.17.2.5 Designated Record Set: a group of records maintained by or for the Covered Entity that is:

- a. The medical records and billing records about individuals maintained by or for a covered health care provider;
- b. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- c. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.

H.14.17.2.6 HIPAA: the Health Insurance Portability and Accountability Act of 1996, Public Law 104-191, codified at 42 USCA 1320d, et.seq. and its implementing regulations at 45 C.F.R. Parts 160, 162, and 164 (Attachment J.16).

H.14.17.2.7 Electronic Media:

H.14.17.2.7.1 Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or

H.14.17.2.7.2 Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.

H.14.17.2.8 Electronic Protected Health Information: Protected Health Information which is transmitted by Electronic Media (as defined herein) or maintained in Electronic Media.

H.14.17.2.9 Health Care: care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:

H.14.17.2.9.1 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

H.14.17.2.9.2 Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.

H.14.17.2.10 Health Care Components: 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.

H.14.17.2.11 “Health Care Operations: shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.

H.14.17.2.12 Hybrid Entity: 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.

H.14.17.2.13 Individual: the person who is the subject of protected health information and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).

H.14.17.2.14 Individually Identifiable Health Information: a subset of health information, including demographic information collected from an individual, and:

- a. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
- b. 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;
- c. Identifies the individual; or

- d. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.

- H.14.17.2.15** National Provider Identifier (NPI) Rule: the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- H.14.17.2.16** Physical Safeguards: security measures to protect a Covered Entity's electronic information systems and related buildings and equipment from natural and environmental hazards and unauthorized intrusion.
- H.14.17.2.17** Privacy Official: person within the Office of Healthcare Privacy and Confidentiality 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 the Privacy Rule, and other applicable federal and District of Columbia privacy laws.
- H.14.17.2.18** Privacy Officer: 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 the District's Privacy policies and procedures as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rule, and other applicable federal and District of Columbia privacy laws. 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.
- H.14.17.2.19** Privacy Rule: Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- H.14.17.2.20** Protected Health Information: individually identifiable health information that is:
- a. Transmitted by electronic media;
 - b. Maintained in electronic media;
 - c. Transmitted or maintained in any other form or medium;
 - d. Limited to the information created or received by the Business Associate from or on
 - e. behalf of the Covered Entity; and
 - f. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R.
 - g. §160.103.

- H.14.17.2.21** Record: 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.
- H.14.17.2.22** Required By Law: same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- H.14.17.2.23** Secretary: the Secretary of the United States Department of Health and Human Services or his or her designee.
- H.14.17.2.24** Security Incident: attempted or successful unauthorized access, use, disclosure, modification, or destruction of information or interference with system operations in an information system.
- H.14.17.2.25** Security Official: person within the Office of Healthcare Privacy and Confidentiality designated by the District of Columbia, a Hybrid Entity, who is responsible for developing, maintaining, implementing and enforcing the District-wide Security policies and procedures as required by the Security Rule and oversee full compliance the District's Security policies and procedures, as well as other applicable federal and District of Columbia security law.
- H.14.17.2.26** Security Officer: person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for enforcing the provisions of the District Security Rule policies and procedures as well as overseeing full compliance with the Covered Agency's Security Policies and Procedures, the Security Rule, and other applicable federal and District of Columbia security law(s). The Covered Agency's security officer will follow the guidance of the District's Security Official, and shall be responsive to and report to the District's Security Official.
- H.14.17.2.27** Security Rule: the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- H.14.17.2.28** Technical Safeguards: the technology and the policies and procedures for its use that protect electronic protected health information and control access.
- H.14.17.2.29** Workforce: 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.
- H.14.17.3** **Obligations and Activities of Business Associate**

- H.14.17.3.1** The Business Associate agrees not to use or disclose Protected Health Information and Electronic Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required by Law.
- H.14.17.3.2** The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and Electronic Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Compliance Clause.
- H.14.17.3.3** The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of Protected Health Information and Electronic Protected Health Information by the Business Associate in violation of the requirements of this Compliance Clause.
- H.14.17.3.4** The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information and Electronic Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or the DHCF Privacy Officer immediately, but no later than (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- H.14.17.3.5** 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 Compliance Clause with respect to Protected Health Information and Electronic Protected Health Information received from the Business Associate, Protected Health Information and Electronic Protected Health Information created by the Business Associate, or Protected Health Information and Electronic Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- H.14.17.3.6** The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or the DHCF Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.14. Individual's Information Rights - Access, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- H.14.17.3.7** The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format or as directed by the District Privacy Official or the DHCF Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.15 Individual's Information Rights, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- H.14.17.3.8** The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual, Policy Number VII.25 Standard Procedure, attached hereto as Exhibit C and incorporated by reference.
- H.14.17.3.9** The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and Electronic Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Administration Privacy Policy Operations Manual, Policy Number VII.27 Standard Procedures attached hereto as Exhibit D and incorporated by reference.
- H.14.17.3.10** 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 the DHCF 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 and Electronic Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the Department of Health Care Finance Privacy Policy Operations Manual; Policy Number

IV.16 Individual's Information Rights - attached hereto as Exhibit E and incorporated by reference.

H.14.17.3.11 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 the DHCF Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule and Security Rule.

H.14.17.3.12 The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

H.14.17.3.13 Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

H.14.17.4 Permitted Uses and Disclosures by the Business Associate

H.14.17.4.1 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule or the Security Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

H.14.17.4.2 Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information and Electronic

Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- H.14.17.4.3** Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information and Electronic Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality and security of the information has been breached.
- H.14.17.4.4** Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information and Electronic 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).
- H.14.17.4.5** Business Associate may use Protected Health Information and Electronic 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).

H.14.17.5 Additional Obligations of the Business Associate

- H.14.17.5.1** 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:
- a. Name of the Business Associate of the Covered Entity;
 - b. Title of the Report/File;
 - c. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - d. Description of the basic content of the Report/File;
 - e. Format of the Report/File (Electronic or Paper);
 - f. Physical location of Report/File;

- g. 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
- h. Supporting documents if the recipient/personal representative has access to the Report/File.

H.14.17.5.2 Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) EPHI entrusted to it. These safeguards include:

H.14.17.5.2.1 The Business Associate agrees to develop, maintain, implement and use administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the EPHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

H.14.17.5.2.2 The Business Associate agrees to ensure that any agents or subcontractors of the Business Associate also agree to implement the appropriate security safeguards.

H.14.17.5.2.3 The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access EPHI, whether those attempts were successful or not.

H.14.17.5.2.4 This Business Associate Agreement may be terminated if the Covered Entity determines that the business associate has materially breached this Compliance Clause, consistent with the terms and conditions outlined in Section 9, Term and Termination.

H.14.17.5.2.5 The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Covered Entity or Secretary of HHS for the purposes of determining the Covered Entity's compliance with the Privacy and Security Rules. Notwithstanding the above, Business Associate has identified some security policies and procedures as confidential and which do not get distributed to third parties. In the event the Covered Entity or Secretary of HHS makes a request for such security policies and procedures, Business Associate will work with the Covered Entity and the Secretary of HHS to arrange a meeting at the Business Associate's premises, at a time and place mutually agreeable to the parties involved, to view such security policies and procedures.

H.14.17.5.2.6 This Compliance Clause continues in force for as long as the Business Associate retains any access to the Covered Entity's EPHI.

H.14.17.6 Sanctions

H.14.17.6.1 Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rule, the Security Rule or other applicable federal or District of Columbia privacy law will be subject to discipline in accordance with Business Associate's disciplinary rules 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 its workforce members, agents, employees and subcontractors.

H.14.17.6.2 Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of District of Columbia Privacy and Security policies and procedures as set forth in this Compliance Clause.

H.14.17.6.3 In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy and Security Rules or other applicable federal or District of Columbia Privacy and Security laws, regulations, and policies and procedures, the Business Associate shall inform the District Privacy and Security Officials or the DHCF Privacy and Security Officers of the imposition of sanctions.

H.14.17.7 Obligations of the Covered Entity

H.14.17.7.1 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 and Electronic Protected Health Information by the Business Associate.

H.14.17.7.2 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 and Electronic Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.

H.14.17.7.3 The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information and Electronic 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 and Electronic Protected Health Information by the Business Associate.

H.14.17.8 Permissible Requests by Covered Entity

H.14.17.8.1 Covered Entity shall not request the Business Associate to use or disclose Protected Health Information and Electronic Protected Health Information in any manner that would not be permissible under the Privacy Rule and the Security Rule if done by the Covered Entity.

H.14.17.9 **Representations and Warranties**

H.14.17.9.1 The Business Associate represents and warrants to the Covered Entity:

H.14.17.9.1.1 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;

H.14.17.9.1.2 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;

H.14.17.9.1.3 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;

H.14.17.9.1.4 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;

- H.14.17.9.1.5** 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. Modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information and Electronic Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule and Security Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- H.14.17.9.1.6** That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- H.14.17.9.1.7** 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
- H.14.17.9.1** Interference with or obstruction of any investigation into any criminal offense described in H.23.9.1.7 .1 through H.23.9.1.7 .4 above.

H.14.17.9.2 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.

H.14.17.10 Term and Termination

H.14.17.10.1 Term

H.14.17.10.1.1 The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award.

H.14.17.10.1.2 The requirements of this HIPAA Compliance Clause shall terminate when:

All of the Protected Health Information and Electronic 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 and Security Officials and/or Privacy and Security Officers or their designees, when applicable, 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 appropriate District personnel, whether the Privacy and Security Officials and/or Privacy and Security Officers or their designees, when applicable.

H.14.17.10.2 Termination for Cause

H.14.17.10.2.1 Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

H.14.17.20.2.1.1 Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

H.14.17.20.2.1.2 Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or

H.14.17.20.2.1.3 If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

H.14.17.10.3 Effect of Termination

H.14.17.10.3.1 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 and Electronic Protected Health Information in any media form.

H.14.17.10.3.2 In the event that the Business Associate determines that returning or destroying the Protected Health Information and Electronic 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.

H.14.17.10.3.3 Upon determination by the DHCF Privacy and Security 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 Electronic Protected Health Information and limit further uses and disclosures of such Protected Health Information and Electronic 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 and Electronic Protected Health Information. The obligations outlined in Section 2, Obligations and Activities of Business Associate, will remain in force to the extent applicable.

H.14.17.11 Miscellaneous

H.14.17.11.1 Regulatory References

H.14.17.11.1.1 A reference in this HIPAA Compliance Clause to a section of HIPAA, including the Privacy Rule or the Security Rule means the section as in effect or as amended.

H.14.17.11.2 Amendment

H.14.17.11.2.1 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, the Security Rule and HIPAA.

H.14.17.22.2.2 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 (1) 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.

H.14.17.11.3 Survival

H.14.17.11.3.1 The respective rights and obligations of the Business Associate under Section 9, Term and Termination, of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions (Attachment J.3) for use with the District of Columbia Government Supply and Services Contracts shall survive termination of the Contract.

H.14.17.11.4 Interpretation

H.14.17.11.4.1 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 Security 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 and Security 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 and Electronic Protected Health Information than those of HIPAA and its Privacy Rule and Security Rule (Attachment J.16) .

H.14.17.11.4.2 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.

H.14.17.11.4.3 In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule and Security Rule, the Privacy Rule and Security Rule shall control.

H.14.17.11.5 No Third-Party Beneficiaries

H.14.17.11.5.1 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.

H.14.17.11.5.2 Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information and Electronic 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.

H.14.17.11.6 Compliance with Applicable Law

H.14.17.11.6.1 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.

H.14.17.11.7 Governing Law and Forum Selection

H.14.17.11.7.1 The Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, the Security Rule and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia.

H.14.17.11.7.2 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 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.

H.14.17.11.7.3 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.23.11.8 Indemnification

H.14.17.11.8.1 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:

H.14.17.11.8.1.1 Any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and

H.14.17.11.8.1.2 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.

H.14.17.11.9 Injunctive Relief

H.14.17.11.9.1 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 and Electronic Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information and Electronic Protected Health Information from the Business Associate.

H.14.17.11.10 Assistance in litigation or administrative proceedings

H.14.17.11.10.1 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, Electronic Protected Health Information 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.

H.14.17.11.11 Notices

H.14.17.11.11.1 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.

H.14.17.11.11.2 Any notice being address 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:
	Department of Health Care Finance
	825 North Capitol St., NE Suite 5135
	Washington, DC 20002
	Attention: DHCF General Counsel
	Fax: 202-442-4790

H.14.17.11.12 Headings

H.14.17.11.12.1 Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

H.14.17.11.13 Counterparts; Facsimiles

H.14.17.11.13.1 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.

H.14.17.11.14 Successors and Assigns

H.14.17.11.14.1 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.

H.14.17.11.15 Severance

H.14.17.11.15.1 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.

H.14.17.11.15.2 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.

H.14.17.11.15.3 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 and the Security Rule (Attachment J.16), then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

H.14.17.11.16 Independent Contractor

H.14.17.11.16.1 The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose.

H.14.17.11.16.2 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.

H.14.17.11.17 Entire Agreement

H.14.17.11.17.1 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 Medical Assistance Administration 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 Security Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

H.14.17.11.18 Attachments:

H.14.17.11.18.1 Exhibit A, Department of Health Care Finance Privacy Policy Operations Manual, Policy Number IV.14.a) Individual's Information Rights – Access

H.14.17.11.18.2 Exhibit B, Department of Health Care Finance Privacy Policy

Operations Manual, Policy Number IV.15.a) Individual's Information Rights - Amendment

H.14.17.11.18.3 Exhibit C, Department of Health Care Finance Privacy Policy
Operations Manual, Policy Number VII.25 Standard Procedures - Identity and Procedure Verification

H.14.17.11.18.4 Exhibit D, Department of Health Care Finance Privacy Policy
Operations Manual, Policy Number VII.27 Standard Procedures - Logging Disclosures for Accounting

H.14.17.11.18.5 Exhibit E, Department of Health Care Finance Privacy Policy
Operations Manual, Policy Number IV.16.a) Individual's Information Rights - Disclosure Accounting

The remainder of this page has been left blank intentionally.

**SECTION I
STANDARD CONTRACT CLAUSES**

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (Attachment J.3) are incorporated as part of the contract.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 INTELLECTUAL PROPERTY RIGHTS AND LICENSES

I.6 OTHER CONTRACTORS

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

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

such subcontract approved by the District, Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

I.8.1 General Requirements

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

I.8.1.1 Commercial General Liability Insurance

The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000.00 per occurrence limits; \$2,000,000.00 aggregate; Bodily injury and property damage including but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors; The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

I.8.1.2 Automobile Liability Insurance

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall provide a \$1,000,000.00 per occurrence combined single limit for bodily injury and property damage.

I.8.1.3 Workers' Compensation Insurance**I.8.1.3.1 Workers' Compensation Insurance**

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

I.8.1.3.2 Employer's Liability Insurance

The Contractor shall provide employer's liability insurance as follows: \$1 million per accident for injury; \$1 million per employee for disease; and \$1 million for policy disease limit.

I.8.1.4 Umbrella or Excess Liability Insurance

The Contractor shall provide umbrella or excess liability insurance (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000.00 per occurrence with the District of Columbia as an additional insured.

I.8.1.5 Professional Liability Insurance (Errors & Omissions)

The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000.00 per occurrence for each wrongful act and \$1,000,000.00 annual aggregate for each wrongful act.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work.

I.8.2 Duration

The Contractor shall carry all required insurance until the contract work is accepted by the District and shall carry the required General Liability; and Professional Liability; and any required Employment Practices Liability

Insurance for five (5) years following final acceptance of the work performed under this contract.

I.8.3 Liability

These are the required minimum insurance limits required by the District of Columbia. HOWEVER THE REQUIRED MINIMUM INSURANCE REQUIREMENTS WILL IN NO WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

I.8.4 Contractor's Property

Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding, and temporary structures, rented machinery, or owned or leased equipment. A waiver of subrogation shall apply in the favor of the District of Columbia.

I.8.5 Measure of Payment

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

I.8.6 Notification

The Contractor shall immediately provide the Contracting Officer with written notice in the event its insurance has or will be substantially changed, cancelled or not renewed, and provide an updated Certificate of Insurance to the Contracting Officer.

I.8.7 Certificates of Insurance

The Contractor shall submit Certificates of Insurance giving evidence of the required insurance coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

James H. Marshall
825 North Capitol Street, 6th Floor
Washington, DC 20002
Phone: 202 442-9106
jim.marshall@dc.gov

I.8.8 Disclosure of Information

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985, the forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Attachment J.5. An award cannot be made to any Offeror who has not satisfied the equal employment requirements.

I.10 PRE-AWARD APPROVAL

In accordance with D.C. Official Code §1-301.05a and 1-204.51(c), the Council of the District of Columbia must approve award of any contract that has obligations that extend beyond the fiscal year for which appropriated.

I.11 CONTINUITY OF SERVICES

I.11.1 The Contractor recognizes that the services provided under this contract are vital to the District of Columbia and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- a. Furnish phase-out, phase-in (transition) training; and
- b. Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

I.11.2 The Contractor shall, upon the Contracting Officer's written notice:

- a. Furnish phase-in, phase-out services for up to 90 days after this contract expires and
- b. Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the Contracting Officer's approval.

- I.11.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.
- I.11.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.
- I.11.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase- in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase- in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.12 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

ORDER OF PRECEDENCE

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

- a. An applicable Court Order, if any
- b. Contract document
- c. Standard Contract Provisions
- d. Contract attachments other than the Standard Contract Provisions
- e. RFP, as amended
- f. BAFOs (in order of most recent to earliest)
- g. Proposal

**SECTION J
ATTACHMENTS**

The following list of attachments are incorporated by this reference and made a part of the resulting contract in the order of priority described in I.12.

Attachment Number	Document
J.1	Salazar v. the District of Columbia Et Al Civil Action No. 93-452 (GK)
J.2	Reserved
J.3	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
J.4	U.S. Department of Labor Wage Determination No.: 2005-2103 Revision No.: 10, dated June 15, 2010
J.5	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
J.6	Department of Employment Services First Source Employment Agreement
J.7	Way to Work Amendment Act of 2006 - Living Wage Notice
J.8	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.9	Language Access Act of 2004
J.10	Drug Free Workplace Certification
J.11	Routine Background Checks
J.12	Health Assessment Questionnaire
J.13	Child and Adolescent Health Measurement Initiative (CAHMI) Screener
J.14	HealthChek
J.14.1	Periodicity Schedule
J.14.2	HealthChek Brochure
J.15	Fee-For-Service Continuity Form
J.16	HIPAA Regulations
J.17	Cost/Price Disclosure Certification
J.18	Past Performance Evaluation Form
J.19	Tax Affidavit

Attachment Number	Document
J.20	Enrollment Broker Activity Summary January 1, 2009 – December 31, 2009
J.21	Disclosure Form
J.22	Responsibility Questionnaire

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

K.1 AUTHORIZED NEGOTIATORS

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

K.2 TYPE OF BUSINESS ORGANIZATION

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

a. It operates as:

- A corporation incorporated under the laws of the state of _____
 - An individual,
 - A partnership,
 - A nonprofit organization, or
 - A joint venture

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

- An individual,
- A joint venture, or
- A corporation registered for business in _____
(Country)

K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

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

complete the certification may result in rejection of the Offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor’s Order 85-85 and the Office of Human Rights’ regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror _____ Date _____

Name _____ Title _____

Signature _____

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

K.4 BUY AMERICAN CERTIFICATION

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

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.5 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each Offeror shall check one of the following:

- No person listed in Clause 13 of the Standard Contract Provisions (Attachment J.3), “District Employees Not To Benefit” will benefit from this contract.
- The following person(s) listed in Clause 13 of the Standard Contract Provisions (Attachment J.3), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

K.6 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

K6.1 Each signature of the Offeror is considered to be a certification by the signatory that:

K.6.1.1 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:

- a. those prices,
- b. the intention to submit a contract, or
- c. the methods or factors used to calculate the prices in the contract.

K.6.1.2 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

K.6.1.3 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.

K.6.1.4 Each signature of the Offeror is considered to be a certification by the signatory that the signatory:

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

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

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

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- c. If the Offeror deletes or modifies subparagraph (a)(2) above, the Offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.7 TAX CERTIFICATION

Each Offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.19.

K.8 CERTIFICATION OF ELIGIBILITY

K.8.1 The Offeror’s signature shall be considered a certification by the signatory that the Offeror or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- a. Is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- b. Has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- c. Does not have a proposed debarment pending; and
- d. Has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

K.8.2 Indicate below any exception to your certification of eligibility and to whom it applies their position in the Offeror’s organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the Offeror. Providing false information may result in criminal prosecution or administrative sanctions.

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 whose offer conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 INITIAL OFFERS

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

L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

L.2.1 TECHNICAL AND PRICE VOLUMES AND NUMBER OF COPIES

One original and **ten (10)** copies of the written Technical and Price Proposal and two (2) electronic versions of the Offeror's redacted Technical and Price Proposal shall be submitted in two volumes, titled "Technical Proposal" and "Price Proposal". Each proposal shall be submitted separately in a sealed envelope conspicuously marked:

"Technical Proposal in Response to Solicitation No. DCHT-2011-R-0001 Enrollment Broker Services and the Offeror's Name" and

"Price Proposal in Response to Solicitation No. DCHT-2011-R-0001 Enrollment Broker Services and the Offeror's Name"

"Redacted Technical Proposal in Response to Solicitation No. DCHT-2011-R-0001 Enrollment Broker Services and the Offeror's Name"

"Redacted Price Proposal in Response to Solicitation No. DCHT-2011-R-0001 Enrollment Broker Services and the Offeror's Name"

L.2.2 TECHNICAL AND PRICE PROPOSAL AND EVALUATION CRITERIA

Offerors are directed to Section M.3 of the solicitation, Evaluation Criteria which provides the specific proposal evaluation criteria to be used to evaluate each proposal. The Offeror shall respond to each criterion in a way that will allow the District to evaluate and assess the Offeror's response and ability to meet the District's requirements. The information requested in Section L.2.4, Proposal Format and Organization has been determined to be essential in the proposal evaluation process and will facilitate the evaluation of all proposals in accordance with the Evaluation Criteria (M.3). The Offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description reflecting the manner in which the Offeror proposes to successfully meet the District's requirements as described in Sections C and H of the solicitation.

L.2.3 GENERAL PROPOSAL REQUIREMENTS

The Offeror's Technical and Price Proposal shall adhere specifically to the general proposal requirements described below:

- a. Transmittal Letter - The Offeror's Technical and Price Proposals shall contain a Transmittal Letter to include at a minimum the following:
 1. The Offeror's full legal name, address, and phone number
 2. Identification of the Offeror's authorized representative, the representative's title, phone number and e-mail address
 3. Identification of Offeror's Contact Person for the proposals, if different from the representative; the Contact person's address, phone number, and e-mail address
 4. A statement affirming the Offeror's acceptance of the contract provisions as described in Sections A – K including the Standard Contract Provisions of the solicitation; Offeror's proposal shall not take exceptions to the contract provisions later in the Offeror's proposal.
 5. Signature of an authorized representative of the Offeror's organization.
- b. Table of Contents - The Offeror's Technical and Price Proposals shall include a Table of Contents providing the page numbers and location for each section and subsection of the Offeror's proposal as described in Section L.2.4.
- c. Cross-Reference Table - The Offeror's Technical Proposal shall contain a detailed Cross-Reference Table describing the page number/location each portion of the Offeror's Technical Proposal, L.2.4.1.1, L.2.4.1.2, and L.2.4.1.3 is addressed. The Cross

Reference Table shall also include a reference to the solicitation requirements fulfilled or addressed.

- d. The Offeror's Technical and Price Proposals shall be:
1. Presented in the same order as described in Section L.2.4
 2. The narrative section of each volume shall be formatted as follows:
 - i. Typewritten (8.5' by 11' bond paper)
 - ii. Single spaced
 - iii. One-inch margins
 - iv. Font Size of 12 or larger; 10 or larger for
 - v. Each page number of the Offeror's proposal shall be numbered; subsequent revisions, if any, shall be similarly identified to show revision number and date
 3. The Attachments section shall be clearly labeled
 4. Electronic media such as videotapes, audiotapes and CD-ROM may not be submitted.

L.2.4 PROPOSAL FORMAT AND CONTENT

L.2.4.1 Volume I - Technical Proposal Content Instructions

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

L.2.4.1.1 Section 1 - Technical Approach and Methodology

The information contained in this section shall facilitate the evaluation of the Offeror's technical approach and methodology to administer the managed care enrollment process and provide related services for Medicaid beneficiaries and State Children's Health Insurance Program (SCHIP) eligible required to enroll in the District of Columbia Healthy Families Program (DCHFP) and Alliance Program as described in C.3

L.2.4.1.1.1 Technical Approach and Methodology Narratives

The Offeror shall provide the following narratives:

- a. A description of the Offeror's understanding of the District's objectives (C.2.5) and overall understanding of the District's requirements (C.3);
- b. A discussion of the Offeror's knowledge of the Applicable Documents referenced in C.1.1 and the application of these documents to the successful performance of the District's requirements (C.3). The Offeror shall include a discussion of the

Offeror's plan to identify and comply with future revisions or updates to the Applicable Documents.

- c. A discussion of the Offeror's technical approach and methodology to produce the required Enrollment Materials (C.3.1.2 – C.3.1.12) in accordance with the enrollment material guidelines (C.3.1.1);
- d. A discussion of the Offeror's understanding of the Enrollment Materials listed below. The Offeror's narrative shall demonstrate the Offeror's understanding of the required timing of the release and use of each of the Enrollment Materials in the Enrollment Process (C.3.2):
 - 1. New Enrollment Package (C.3.1.2)
 - 2. New Enrollment Package Newborns (C.3.1.3)
 - 3. Reminder Notice (C.3.1.4)
 - 4. Confirmation Notice (C.3.1.5)
 - 5. Auto Assignment Notice (C.3.1.6)
 - 6. Interview Guide (C.3.1.7)
 - 7. MCO Provider Directory (C.3.1.8)
 - 8. Alternate Formats (C.3.1.9)
 - 9. Disenrollment Notice (C.3.1.10)
 - 10. Educational Video (C.3.1.11)
 - 11. Other Materials (C.3.1.12)
- e. A discussion of the Offeror's understanding, technical approach, and methodology to effectively manage the enrollment process (C.3.2.3) for eligible Enrollees DHCF Enrollments (C.3.2.3.1), Alliance Enrollees (C.3.2.3.2), Immigrant Eligible Children (C.3.2.3.3). The Offeror shall include a discussion to demonstrate the Offeror's understanding and ability to promote the Fee-for-Service Continuity Exemption (C.3.2.3.1.2) and implement the Provider Continuity Default (C.3.2.3.1.6.3);
- f. A discussion of the Offeror's understanding, technical approach, and methodology to effectively manage the Disenrollment/Transfers (C.3.2.4), Disenroll Eligibility Termination (C.3.2.5), and Enrollment Functions Reporting (C.3.2.6). The Offeror shall include a discussion of the Offeror's understanding and enforcement of the 90 Day Choice Period (C.3.2.4.1), the "Lock-in" Policy (C.3.2.4.2), and Good Cause Transfers (C.3.2.4.3);
- g. A discussion of the Offeror's understanding of differences in covered services and benefits that exist between DCHF Enrollees, Alliance Enrollees, and Immigrant Eligible Children;
- h. A discussion of the Offeror's understanding of the Health Status Information forms including the Health Assessment Questionnaire and CAHMI screener.
- i. A discussion of the Offeror's approach to providing Enrollment Assistance (C.3.3) services including the Offeror's knowledge of and familiarity with Health Status Information forms, EPSDT

services, accessing and the coordination of services, referrals, and scheduling of appointments, individual interviews, and group meetings.

- j. A discussion of the Offeror's approach to providing, conducting or integrating the following:
 - 1. Translation and interpretation services (C.3.4.4);
 - 2. Customer Satisfaction Survey (C.3.4.6)
 - 3. Quality Assurance (C.3.4.7)
 - 4. Outreach and Education (C.3.4.8)
- k. A discussion of innovative and creative initiatives to be implemented by the Offeror to achieve the following:
 - 1. Reduction in the rate of automatic assignments to the MCO plans;
 - 2. Improve the collection and completion rate of Health Status Information;
 - 3. Increase in the delivery of EPSDT services for eligible children and youth;
 - 4. Increase in Enrollee satisfaction with initial MCO selections through a reduction in the number of MCO transfer requests received;
 - 5. Reduction in incomplete Enrollment Applications and Health Status forms; and
 - 6. Greater effectiveness of individual and group interviews.

L.2.4.1.1.2 Technical Approach and Methodology Attachments

The Offeror shall provide the following attachments:

- a. Enrollment Materials including:
 - 1. Conceptual New Enrollment Package (C.3.1.2)
 - 2. Conceptual New Enrollment Package Newborns (C.3.1.3)
 - 3. Conceptual Reminder Notice (C.3.1.4)
 - 4. Conceptual Confirmation Notice (C.3.1.5)
 - 5. Conceptual Auto Assignment Notice (C.3.1.6)
 - 6. Conceptual Interview Guide (C.3.1.7)
 - 7. Outline of MCO Provider Directory (C.3.1.8)
 - 8. Outline of Instructional Video (C.3.1.10)
 - 9. Disenrollment Notice (C.3.1.11)
- b. Enrollment and Disenrollment process flowcharts for each of the following:
 - 1. DCHF Enrollees
 - 2. Alliance Enrollees
 - 3. Immigrant Eligible Children Enrollees

L.2.4.1.2 Section 2 - Technical Expertise and Capacity

The information contained in this section shall facilitate the evaluation of the Offeror's technical expertise and capacity to administer the managed care enrollment process and provide related services.

L.2.4.1.2.1 Technical Expertise and Capacity Narratives

The Offeror shall provide the following narratives:

- a. A discussion of the Offeror's Staffing Plan (C.3.4.2.3) including the Offeror's ability to recruit, hire, and retain Key Staff (C.3.4.2.1) and other qualified experienced staff (C.3.4.2.2), the Offeror's staffing mix and how the proposed skill set will successfully provide the required services. The discussion shall also address the flexibility of the Offeror's staffing plan to address the varying volume of enrollment broker related activities.
- b. A discussion of the Offeror's staff training (C.3.4.2.6) including the Offeror's orientation (C.3.4.2.6.1), position specific training (C.3.4.2.6.2), on-going training (C.3.4.2.6.3) and training manual (C.3.4.2.6.2) and how the Offeror's proposed training shall ensure the development and readiness of staff to professionally and effectively deliver the required services. The discussion shall also address the Offeror's plan to ensure all training is provided prior to staff performing any of the required services.
- c. A comprehensive discussion of the Offeror's Customer Service Center (C.3.4.3) to include the following:
 1. The enrollment assistance services to be conducted on site and the innovative features to be implemented by the Offeror to maximize the effectiveness of the assistance provided to Enrollees in person.
 2. Description, capabilities, and capacity of the Offeror's Call Center including telephone lines, Automated Call Distribution System, the Offeror's proposed plan to ensure that Enrollees, providers, and other callers are transferred and directed to the appropriate staff to receive the services or assistance requested or needed.
 3. Discussion of how the Offeror proposes to fulfill the Language Line requirements.
 4. Discussion of the Offeror's use of the web site to improve and enhance the delivery of services.
- d. A thorough discussion and description of the Offeror's Management Information System (C.3.4.5) and the capacity

and capabilities of the system to support the required services including but not limited to the following:

1. Receipt of daily eligibility data
 2. Transmittal of information to the CA and the District's MMIS
 3. Enrollment and Disenrollment activities
 4. Enrollee, Provider, and MCO updates
 5. Quality assurance activities
 6. Reporting
- e. A description of the Offeror's Complaint Procedures (C.3.4.10)
- f. A thorough discussion of the Offeror's technical expertise and capacity to provide the following:
1. Translation and Interpreter services (C.3.4.4)
 2. Customer Satisfaction Survey (C.3.4.6)
 3. Quality Assurance (C.3.4.7)
 4. Outreach and Educational Campaign (C.3.4.8)
 5. Collaboration of Services (C.3.4.9)
 6. Record Retention (C.3.4.11) and Reporting (C.3.4.12)
 7. Transition Plan (C.3.4.13) and
 8. Performance Measures (C.3.4.14)

L.2.4.1.2.2 Technical Expertise and Capacity Attachments

The Offeror shall provide the following attachments:

- a. Description of the Offeror's facility as it relates to the fulfillment of the required services, current Certificate of Occupancy, and required Building Inspections (C.3.4.1);
- b. Organization Chart (C.3.4.2.5) to include at a minimum:
 1. Key Staff (C.3.4.2.1)
 2. Other Staff (C.3.4.2.2)
 3. Reporting lines and accountability
- b. Resumes for each Key Staff (C.3.4.1.1) and identified other staff (C.3.4.1.2) appearing on the Offeror's Organization Chart
- c. Sample Position Descriptions for each position appearing on the Offeror's Organization Chart
- d. Documents
 1. Conceptual Training Manual (C.3.4.2.6.2)
 2. Conceptual Quality Assurance Plan (C.3.4.7)
 3. Conceptual Outreach and Educational Calendar of Events (C.3.4.8.1.1)
 4. Conceptual Transition Plan (C.3.4.13)
- e. Financial Statements (H.14.7.2.1)

L.2.4.1.3 Past Performance and Previous Experience

The information contained in this section shall facilitate the evaluation of the Offeror's past performance and previous experience administering managed care enrollment process and provide related services similar in size and scope as those described in Sections C and H.

- a. The Offeror shall describe its overall experience providing services similar in size and scope as those described in Section C.3. The description shall include examples of both favorable and unfavorable experiences and situations providing enrollment broker services and how these experiences will influence the Offeror's delivery of the required services for the District.
- b. The Offeror shall provide a discussion of the Offeror's experience transitioning enrollment broker services similar in size and scope to those described in Sections C and H from an incumbent to the Offeror. The discussion shall include lessons learned as well as
- c. The Offeror shall provide a list of **all** contracts and subcontracts the Offeror has performed similar in size and scope as the required services described in Section C.3 within the past five (5) years. The Offeror's list shall include the following information for each contract or subcontract:
 1. Name of contracting entity;
 2. Contract number;
 3. Contract type;
 4. Contract duration (or Period);
 5. Total contract value;
 6. Description of work performed;
 7. Contact Person name, phone, and e-mail address
- d. The Offeror shall ensure that a minimum of three (3) entities included in the Offeror's list in L.2.4.1.6 b above complete the Past Performance Evaluation Forms (Attachment J.18). The Offeror shall provide specific instructions for the entity to complete the Past Performance Evaluation Forms (Attachment J.18) in accordance with the instructions provided and send **directly** to the attention of Lillian Beavers at lillian.beavers3@dc.gov **before** the due date for proposal submission (L.3.1). Past Performance Evaluation forms received after the proposal submission time and date will not be included in the evaluation of the Offeror's proposal.
- e. The Offeror shall ensure that at a minimum of two (2) Past Performance Evaluation Forms (Attachment J.18) are

completed for each of the Offeror's Subcontractor to contribute to the performance of the required services. The Offeror shall ensure that the Performance Evaluation Forms (Attachment J.18) are completed by entities in which the Subcontractor has performed work similar in size and scope as the services to be provided for the Offeror. The Offeror shall include the completed Performance Evaluation Forms (Attachment J.18) for each subcontractor, as applicable, in the Offeror's Technical Proposal.

- f. Offeror shall provide the Offeror's staff turn-over rate, the ratio of the number of workers that had to be replaced during the period beginning October 1, 2008 - September 31, 2010 to the average number of workers. The Offeror shall provide a narrative and further detail, as deemed appropriate.

L.2.4.1.4 Representations and Certifications

Offeror shall include the following completed representations and certifications:

- a. H.10.4.2.2 Key Staff;
- b. H.14.17 HIPAA Business Associate Agreement;
- c. Attachment J.5 Equal Employment Opportunity Forms;
- d. Attachment J.6 First Source Employment Agreement;
- e. Attachment J. Drug Free Workplace;
- f. Attachment J.19 Tax Affidavit;
- g. K.1 Authorized Negotiators;
- h. K.2 Type of Organization;
- i. K.3 EEO Certification;
- j. K.4 Buy American Certification;
- k. K.8 Certification of Eligibility; and
- l. L.13 Redacted Proposal.

L.2.4.2 Volume II: Price Proposal

L.2.4.2.1 Offeror's Price Proposal shall contain a Table of Contents and organized and presented in the following clearly marked separate sections.

L.2.4.2.1.1 Price Schedule Section B

The Offeror shall include a completed Section B.3 Price Schedule.

L.2.4.2.1.2 Cost and Price Data/Price Certification

This pro-forma contract budget will show the "total costs" that Offeror anticipates incurring in the performance of the contract requirements

The Offeror shall include a completed Cost/Price Data including the Price Certification (Attachment J.17). The Offeror may provide the Offeror's cost/price data in any format that the Offeror may provide their total budget worksheets in whatever formats they believe will convey the data clearly, so long as the specified minimum level of detail in the Cost/Price tables in Attachment J.17 is met.

L.2.4.2.1.3 Price Proposal Narrative

The Offeror shall provide a price proposal narrative to include explanations and justifications of each of the Offeror's cost elements. The information provided shall clearly and logically show the rationale and methodology used by the Offeror to arrive at the proposed totals for each cost element. For example, if the Offeror's proposed line item total for Direct Costs is \$13,000, the Offeror's narrative would include further detail and explanation to describe how the total of \$13,000 was derived; \$10,000.00 for two (2) computers and 3,000 office supplies.

L.2.4.2.1.4 The Offeror shall include a completed K. 6 Independent Price Determination

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

L.3.1 PROPOSAL SUBMISSION

Proposals must be submitted no later than 2:00 pm November 9, 2010. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

L.3.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS

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

L.3.3 POSTMARKS

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

L.3.4 LATE MODIFICATIONS

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

L.3.5 LATE PROPOSALS

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective Offeror has any questions relating to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **October 22, 2010**. The District will not consider any questions received after October 22, 2010. The District will furnish responses promptly to all prospective Offerors. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective Offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, James H. Marshall, by e-mail at jim.marshall@dc.gov whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

L.6.2 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.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

Any actual or prospective Offeror or Contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10)

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

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 PROPOSAL COSTS

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

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

In addition to other proposal submission requirements, the Offeror shall submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code §2-534, in order for the District to comply with §2-536(b) that requires the District to

make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1).

L.14 CERTIFICATES OF INSURANCE

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

James H. Marshall
Contracting Officer
Department of Health Care Finance
825 North Capitol Street, NE, 6th Floor
Washington, DC 20001

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, all Offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g., it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for best and final offers to all Offerors still within the competitive range.

L.17 LEGAL STATUS OF OFFEROR

Each proposal shall provide the following information:

- L.17.1** Name, address, telephone number and federal tax identification number of Offeror;
- L.17.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- L.17.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and government business commitments.

- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills, or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

L.20 **SPECIAL STANDARDS OF RESPONSIBILITY**

- L.20.1** In addition to the general standards of responsibility set forth in section L.19, the Offeror must demonstrate to the satisfaction of the District **that the Offeror has:**
- a. Provided enrollment broker services similar in size and scope as those described in Sections C and H;
 - b. A properly licensed facility to conduct the required services;
 - c. The financial capacity to provide the required services;
 - d. Maintains the required fidelity bond to provide the required services;
 - e. Maintains the required insurance coverage to provide the required services;
 - f. Completed a Pre-employment Criminal Background Check for all staff to perform services;
 - g. Completed the Disclosure of Ownership and Control Interest Statements (Attachment J.21) and Vendor's Responsibility Questionnaire (Attachment J.22); and
 - h. Demonstrated the readiness to prepare the required services.

L.21 **PRE-PROPOSAL CONFERENCE**

L.21.1 A pre-proposal conference will be held at **10:00am October 20, 2010** at 825 North Capitol Street, NE 6th Floor, Washington, DC 20002. 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.

L.21.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than October 22, 2010 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 also be posted on the OCP website at www.ocp.dc.gov.

L.22 PROHIBITION AGAINST UNAUTHORIZED CONTACT

The District is committed to a proposal process that maintains the highest level of integrity. Accordingly, Offerors, as well as their agents, liaisons, advocates, lobbyists, "legislative consultants," representatives, or others promoting their position, are limited to those communications authorized by and described in this RFP. Any attempt to influence any of the participants, whether that attempt is oral or written, formal or informal, direct or indirect, outside of the RFP process is strictly prohibited.

**SECTION M
EVALUATION FACTORS**

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

M.2.2.1 If sub-factors are applied, the Offeror’s total technical score will be determined by adding the Offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two sub-factors of twenty (20) points each, using the

Technical Rating Scale above, if the District evaluates the Offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

M.3 EVALUATION CRITERIA

M.3.1 TECHNICAL EVALUATION FACTORS

M.3.1.1 Technical Approach and Methodology (0 – 30 Points)

M.3.1.1.1 This factor will examine the Offeror's technical approach and methodology to administer the managed care enrollment process and provide related services. Evaluation of the Offeror's technical approach and methodology allows the District to assess the Offeror's understanding and technical knowledge to perform the required services based on information provided in response to L.2.4.1.1.

M.3.1.1.2 This factor consider the Offeror's technical approach and methodology to develop and provide enrollment materials, enroll and disenroll enrollees, provide enrollment assistance, and supporting requirements including translation and interpretation services,

M.3.1.2 Technical Expertise and Capacity (0 – 30 Points)

M.3.1.2.1 This factor will examine the Offeror's technical expertise and capacity to administer the District's managed care enrollment process and provide related services. Evaluation of technical expertise and capacity allows the District to assess the Offeror's infrastructure and ability to perform the required services based on information provided in response to L.2.4.1.2.

M.3.1.2.2 This factor considers the Offeror's facility, the education, experience, knowledge, past performance, skills and expertise of the key staff, the Offeror's organization and other staff, the capacity of the Offeror's call center and call center operations, web site, management information system, customer survey, quality assurance, education and outreach, the Offeror's ability to maintain records and provide the required reporting, and the Offeror's financial capacity to provide the required services.

M.3.1.3 Past Performance and Previous Experience (0 – 20 Points)

M.3.1.3.1 This factor will examine the Offeror's past performance and previous experience administering and managing enrollment broker services similar in size and scope as those required by the District and described in C.3.

Evaluation of past performance and previous experience allows the District to assess the Offeror’s ability to perform and relevance of the work performed based on information provided in response to L.2.4.1.3.

M.3.1.3.2 This factor considers the extent of the Offeror’s past performance within the last five (5) years, including quality of service, timeliness of performance, cost control, business relations, and customer satisfaction. Evaluation of this factor will be based on the quantity and quality of the Offeror’s performance on projects of comparable size and scope. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered.

M.3.2 PRICE

M.3.2.1 Price evaluations will account for up to twenty (20) points of the total score. Unlike the technical evaluation, the price evaluation will be objective. Hence, the Offeror with the lowest price within an acceptable range will receive the maximum points. All other proposals will receive a proportionately lower total score in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Price Score.}$$

M.3.2.2 Actual points assigned to each Offeror in this category will be based on the Offeror’s total price as provided in the Offeror’s Price Proposal (Section L.3.2 and information the Offeror provides in the Table in Section B.3) in accordance with the following formula.

$$\frac{\text{Lowest Price Proposal}}{\text{Price of Proposal Being Evaluated}} \times (20) = \text{Evaluated Price Score}$$

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 POINTS MAXIMUM)

M.3.4 TOTAL POINTS

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

M.4 EVALUATION OF OPTION YEARS

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s

requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 APPLICATION OF PREFERENCES

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

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

scale added to the overall score for proposals submitted by the DBE in response to this RFP.

M.5.1.7 Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.

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

M.5.2 **MAXIMUM PREFERENCE AWARDED**

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

M.5.3 **PREFERENCES FOR CERTIFIED JOINT VENTURES**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 **VERIFICATION OF OFFEROR'S CERTIFICATION AS A CERTIFIED BUSINESS ENTERPRISE**

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

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

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

- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.
- M.6** **EVALUATION OF PROMPT PAYMENT DISCOUNT**
- M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.
- M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.