

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Extenal Quality Review Organization		Page of Pages 1   130	
2. Contract Number	3. Solicitation Number DCHT-2012-R-2012	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 12/1/2012	6. Type of Market <input type="checkbox"/> Open <input type="checkbox"/> Set Aside <input checked="" type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Department of Health Care Finance Health Care Accountability Administration 899 North Capitol Street, N.E., Suite 6037 Washington, DC 20002			8. Address Offer to: Department of Health Care Fiance Office of Quality and Health Outcomes 899 North Capitol Street, N.E. Suite 6037 Washington, D.C. 20002		

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

**SOLICITATION**

9. Sealed offers in original and 5 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 899 North Capitol Street, NE, Washington, DC. 20002 until 2:00 P.M. local time 31-Jan-12  
(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 Jacquelyn Alpert		B. Telephone			C. E-mail Address <a href="mailto:Jacquelyn.Alpert@dc.gov">Jacquelyn.Alpert@dc.gov</a>
	(Area Code) 202	(Number) 442-9106	(Ext)			

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**OFFER**

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

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

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

15A. Name and Address of Offeror	Potential Offerors	16. Name and Title of Person Authorized to Sign Offer/Contract	
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature
			18. Offer Date

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

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

**SECTION B  
SUPPLIES OR SERVICES AND PRICES**

**B.1** The District of Columbia, Office of Contracting and Procurement (OCP) on behalf of the Department of Health Care Finance (DHCF) (the District) is seeking a Contractor meeting the independence and competency requirements described in C.3.3.8 to serve as the District’s external quality review organization. The Contractor shall perform external quality review and related activities to each of the District’s Managed Care Organizations (MCOs) and one (1) Prepaid Inpatient Health Plans (PIHPs).

**B.2** The District contemplates award of a one year fixed price contract with four option years, exercised at the sole discretion of DHCF, based on fixed unit prices with a cost reimbursement component.

**B.3 PRICE SCHEDULE – FIXED PRICE**

**B.3.1 BASE PERIOD - THE BASE PERIOD SHALL BE FOR ONE YEAR WITH FOUR YEAR OPTION PERIODS.**

**B.3.1.1 Base Period – Year One**

CLIN	ITEM DESCRIPTION	UNIT	EST. QUANTITY	PRICE PER UNIT	TOTAL AMOUNT
0001	Perform external quality review and related activities of the District’s Managed Care Organizations (MCO) and Prepaid Inpatient Health Plan (PIHP) as described in C.3.				
0001AA	Required Activity 1: Annual review to determine the MCOs and PHIPs compliance with Medicaid regulations and DHCF contract standards as described in Section C.3.1.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
0001AB	Required Activity 2: Annual review to validate the MCOs and PHIPs Performance Improvement Projects as directed by DHCF and described in Section C.3.1.2	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
0001AC	Required Activity 3: Annual review to validate the MCOs and PHIPs Performance Measures	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**B.3.1.1 Base Period – Year One (continued)**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>001AC</b>	Required Activity 3 (cont'): as described in Section C.3.1.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>0001AD</b>	Required Activity 4: Technical Assistance to DHCF and MCOs/PIHP as described in Section C.3.1.4	Hourly	NTE \$50,000 Per Mo	\$_____	\$_____
<b>0001AE</b>	Required Activity 5: Aggregated Analysis and Evaluation of each MCOs/PIHP as described in Section C.3.1.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**BASE YEAR ONE TOTAL**

**\$**

**B.3.1.1 Base Period – Year One (continued)**

	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>0001AF</b>	Optional Activity 1: Validation of Encounter Data Reported by each MCO/PIHP as directed by DHCF as described in Section C.3.2.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$ _____	\$ _____
<b>0001AG</b>	Optional Activity 2: Consumer Surveys as directed by DHCF as described in Section C.3.2.2	Per Survey	1	\$ _____	\$ _____
<b>0001AH</b>	Optional Activity 3: Calculation of Performance Measures as directed by DHCF as described in Section C.3.2.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$ _____	\$ _____
<b>0001AI</b>	Optional Activity 4: Focused Studies as described by DHCF in Section C.3.2.4	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$ _____	\$ _____
<b>0001AJ</b>	Optional Activity 5: Validate MCO/PIHP EPSDT measures as described in Section C.3.2.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$ _____	\$ _____

**BASE YEAR ONE TOTAL**

**\$**

**B.3.1.2 Option Year One**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>2001</b>	Perform external quality review and related activities of the District's Managed Care Organizations (MCO) and Prepaid Inpatient Health Plan (PIHP) as described in C.3.				
<b>2001AA</b>	Required Activity 1: Annual review to determine the MCOs and PHIPs compliance with Medicaid regulations and DHCF contract standards as described in Section C.3.1.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>2001AB</b>	Required Activity 2: Annual review to validate the MCOs and PHIPs Performance Improvement Projects as identified by DHCF as described in Section C.3.1.2	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>2001AC</b>	Required Activity 3: Annual review to validate the MCOs and PHIPs Performance Measures as described in Section C.3.1.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>2001AD</b>	Required Activity 4: Technical Assistance to DHCF and MCOs/PIHP as described in Section C.3.1.4	Hourly	NTE \$50,000 Per Mo	\$_____	\$_____
<b>2001AE</b>	Required Activity 5: Aggregated Analysis and Evaluation of each MCO/PIHP as described in Section C.3.1.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**B.3.1.2 Option Year One (continued)**

	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>0001AF</b>	Optional Activity 1: Validation of Encounter Data Reported by MCO/PIHP as directed by DHCF as described in Section C.3.2.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>0001AG</b>	Optional Activity 2: Consumer Surveys as directed by DHCF as described in Section C.3.2.2	Per Survey	1	\$_____	\$_____
<b>0001AH</b>	Optional Activity 3: Calculation of Performance Measures as directed by DHCF as described in Section C.3.2.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>0001AI</b>	Optional Activity 4: Focused Studies as described by DHCF in Section C.3.2.4	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>0001AJ</b>	Optional Activity 5: Validate MCO/PIHP EPSDT measures as described in Section C.3.2.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**OPTION YEAR ONE TOTAL**

**\$**

**B.3.1.3 Option Year Two**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>3001</b>	Perform external quality review and related activities of the District's Managed Care Organizations (MCO) and Prepaid Inpatient Health Plan (PIHP) as described in C.3.				
<b>3001AA</b>	Required Activity 1: Annual review to determine the MCOs and PHIPs compliance with Medicaid regulations and DHCF contract standards as described in Section C.3.1.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>3001AB</b>	Required Activity 2: Annual review to validate the MCOs and PHIPs Performance Improvement Projects as identified by DHCF as described in Section C.3.1.2	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>3001AC</b>	Required Activity 3: Annual review to validate the MCOs and PHIPs Performance Measures as described in Section C.3.1.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>3001AD</b>	Required Activity 4: Technical Assistance to DHCF and MCOs/PIHP as described in Section C.3.1.4	Hourly	NTE \$50,000 Per Mo	\$_____	\$_____
<b>3001AE</b>	Required Activity 5: Aggregated Analysis and Evaluation of each MCO/PIHP as described in Section C.3.1.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**B.3.1.3 Option Year Two (continued)**

	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>3001AF</b>	Optional Activity 1: Validation of Encounter Data Reported by each MCO/PIHP as directed by DHCF as described in Section C.3.2.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>3001AG</b>	Optional Activity 2: Consumer Surveys as directed by DHCF as described in Section C.3.2.2	Per Survey	1	\$_____	\$_____
<b>3001AH</b>	Optional Activity 3: Calculation of Performance Measures as directed by DHCF as described in Section C.3.2.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>3001AI</b>	Optional Activity 4: Focused Studies as described by DHCF in Section C.3.2.4	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>3001AJ</b>	Optional Activity 5: Validate MCO/PIHP EPSDT measures as described in Section C.3.2.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**OPTION YEAR Two TOTAL**

**\$**

**B.3.1.4 Option Year Three**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>4001</b>	Perform external quality review and related activities of the District's Managed Care Organizations (MCO) and Prepaid Inpatient Health Plan (PIHP) as described in C.3.				
<b>4001AA</b>	Required Activity 1: Annual review to determine the MCOs and PHIPs compliance with Medicaid regulations and DHCF contract standards as described in Section C.3.1.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>4001AB</b>	Required Activity 2: Annual review to validate the MCOs and PHIPs Performance Improvement Projects as identified by DHCF as described in Section C.3.1.2	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>4001AC</b>	Required Activity 3: Annual review to validate the MCOs and PHIPs Performance Measures as described in Section C.3.1.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>4001AD</b>	Required Activity 4: Technical Assistance to DHCF and MCOs/PIHP as described in Section C.3.1.4	Hourly	NTE \$50,000 Per Mo	\$_____	\$_____
<b>4001AE</b>	Required Activity 5: Aggregated Analysis and Evaluation of each MCO/PIHP as described in Section C.3.1.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**B.3.1.4 Option Year Three (continued)**

	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>4001AF</b>	Optional Activity 1: Validation of Encounter Data Reported by each MCO/PIHP as directed by DHCF as described in Section C.3.2.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>4001AG</b>	Optional Activity 2: Consumer Surveys as directed by DHCF as described in Section C.3.2.2	Per Survey	1	\$_____	\$_____
<b>4001AH</b>	Optional Activity 3: Calculation of Performance Measures as directed by DHCF as described in Section C.3.2.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>4001AI</b>	Optional Activity 4: Focused Studies as described by DHCF in Section C.3.2.4	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>4001AJ</b>	Optional Activity 5: Validate each MCO/PIHP EPSDT measures as described in Section C.3.2.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>OPTION YEAR THREE TOTAL</b>					<b>\$</b>

**B.3.1.5 Option Year Four**

<b>CLIN</b>	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>5001</b>	Perform external quality review and related activities of the District's Managed Care Organizations (MCO) and Prepaid Inpatient Health Plan (PIHP) as described in C.3.				
<b>5001AA</b>	Required Activity 1: Annual review to determine the MCOs and PHIPs compliance with Medicaid regulations and DHCF contract standards as described in Section C.3.1.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>5001AB</b>	Required Activity 2: Annual review to validate the MCOs and PHIPs Performance Improvement Projects as identified by DHCF as described in Section C.3.1.2	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>5001AC</b>	Required Activity 3: Annual review to validate the MCOs and PHIPs Performance Measures as described in Section C.3.1.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>5001AD</b>	Required Activity 4: Technical Assistance to DHCF and MCOs/PIHP as described in Section C.3.1.4	Hourly	NTE \$50,000 Per Mo	\$_____	\$_____
<b>5001AE</b>	Required Activity 5: Aggregated Analysis and Evaluation of each MCO/PIHP as described in Section C.3.1.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____

**B.3.1.5 Option Year Four (continued)**

	<b>ITEM DESCRIPTION</b>	<b>UNIT</b>	<b>EST. QUANTITY</b>	<b>PRICE PER UNIT</b>	<b>TOTAL AMOUNT</b>
<b>5001AF</b>	Optional Activity 1: Validation of Encounter Data Reported by each MCO/PIHP as directed by DHCF as described in Section C.3.2.1	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>5001AG</b>	Optional Activity 2: Consumer Surveys as directed by DHCF as described in Section C.3.2.2	Per Survey	1	\$_____	\$_____
<b>5001AH</b>	Optional Activity 3: Calculation of Performance Measures as directed by DHCF as described in Section C.3.2.3	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>5001AI</b>	Optional Activity 4: Focused Studies as described by DHCF in Section C.3.2.4	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>5001AJ</b>	Optional Activity 5: Validate MCO/PIHP EPSDT measures as described in Section C.3.2.5	Per MCO/PIHP	2 MCOs/ 1 PIHP	\$_____	\$_____
<b>OPTION YEAR FOUR TOTAL</b>					<b>\$</b>

**STATEMENT OF WORK  
FOR EXTERNAL QUALITY REVIEW ORGANIZATION (EQRO)**

**SECTION C**

**C.1 SCOPE OF WORK**

The District of Columbia (DC) Department of Health Care Finance (DHCF) is seeking a Contractor meeting the independence and competency requirements specified as Title 42 of the Code of Federal Regulations (CFR) Chapter IV, Part 438, Subpart E, to serve as the District's external quality review organization (EQRO). The Contractor shall perform external quality review and related activities for the District's Managed Care Organizations (MCO) and Prepaid Inpatient Health Plan (PIHP).

The Contractor must perform all mandatory requirements listed in the Request for Proposal (RFP) and/or contract.

The District's primary objectives of the external quality reviews are to:

- a. Assess the quality, timeliness, and access to health care services furnished to Medicaid recipients enrolled in managed care;
- b. Assess MCO/PIHP compliance with Medicaid managed care regulatory requirements;
- c. Improve quality of care and health outcomes for Medicaid recipients by designing effective interventions;
- d. Improve the reliability, timely, and accurate reporting of MCO and PIHP performance measures;
- e. Improve the availability of information to purchase health care for District Medicaid recipients in the best interest of the District.

**C.1.1 Applicable Documents**

The Contractor shall comply with the most recent versions and future revisions to all applicable Federal and District of Columbia laws, court orders, regulations, policies, and subsequent amendments. The documents relevant to the contract and their location are identified in the table below. References to the documents in this table are made throughout and identified in parentheses.

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>
1	Federal Law	Title XIX of the Social Security Act, Grants to States for Medical Assistance Programs 42 U.S.C. §1396 et seq.
2	Federal Law	Title XXI of the Social Security Act, State Children's Health Insurance Program 42 U.S.C. §1397aa et seq.
3	Federal Regulations	45 CFR Part 160 and 164 et al, HIPAA Regulations
4	Federal Regulations	42 CFR Part 438 et al, Managed Care Regulations
5	Federal Regulations	42 CFR Part 422 et al, Physician Incentive Plans
6	Federal Regulations	45 CFR PART 74 et al, Uniform Administrative Requirements
7	Federal Regulations	45 CFR PART 92 et al, Uniform Administrative Requirements for Grants and Cooperative Agreements to State, Local and Tribal Governments
8	Waiver and Amendment	Capitated Waiver Program for the District of Columbia Section 1932(a)(1)(A) 42 U.S.C. 1396 n (b)
9	PIHP Contract	POHC-2002-C-0006 Health Services for Children with Special Needs, Inc.
10	CQI Plan	Continuous Quality Improvement (CQI) Plan for Oversight and Assessment of Medicaid Managed Care Organizations
11	CMS Protocols	Centers for Medicare & Medicaid Services Protocols for the External Quality Review of Medicaid Managed Care Organizations and Prepaid Inpatient Health Plans
12	NCQA Certification	National Committee for Quality Assurance (NCQA) Health Plan Employer Data and Information Set (HEDIS) Compliance Audit™ Program
13	NCQA Certification	NCQA HEDIS® Certified Survey Vendor Program

### **C.1.2 DEFINITIONS**

Definitions and Acronyms relevant to this contract are provided in Attachment J.18.

## **C.2 BACKGROUND**

The District of Columbia, Department of Health Care Finance (DHCF or the District) is charged with improving health outcomes by providing access to comprehensive, cost - effective and quality healthcare services for residents of the District of Columbia. DHCF is the single State agency responsible for the administration of the District of Columbia's Medical Assistance Program authorized under Title XIX of the Social Security Act and the District's State Children's Health Insurance Program (SCHIP) authorized under Title XXI of the Social Security Act.

As of January 2011 there were over 206,000 Medicaid beneficiaries with approximately 143,000 enrolled in the District of Columbia Healthy Families Program (DCHFP), 4,300 in Child and Adolescent Supplemental Security Income (CASSIP), and over 63,000 beneficiaries in the Fee For Service (FFS) program (including Dual-Eligible and QMB beneficiaries.) The DCHFP beneficiary enrollment distribution by Managed Care Organizations (MCO) is as follows: D.C. Chartered Health Plan -- 95,800 beneficiaries; and United Health Care Community Plan -- 43,000 beneficiaries. All CASSIP beneficiaries are enrolled in the District's only PIHP, Health Services for Children with Special Needs, Inc.

Medicaid beneficiaries in the District receive services either through the Medicaid managed care programs or through the fee-for-service program. Under the DCHF's managed care program, enrollment is mandatory. The District's enrollment broker is responsible for educating and enrolling Medicaid recipients participating in the District's mandatory managed care program. The District of Columbia Healthy Families Program (DCHFP) was approved by Center for Medicare and Medicaid Services (CMS) in 1993 and began operating in 1994. Under the Child and Adolescent Supplemental Security Income Program (CASSIP), children with special needs may voluntarily enroll. The CASSIP program began operating in 1996. The enrollment broker is also responsible for educating recipients of the CASSIP program.

Under the District's Medicaid managed care programs, all participating MCOs and the PIHP are contractually required to operate a quality assurance and quality improvement program (QA/QI) that details and measures how each MCO/PIHP provides quality services to beneficiaries including beneficiaries with special needs. In 2004, the District developed a Continuous Quality Improvement (CQI) plan for oversight and assessment of Medicaid managed care organizations. Under the CQI, the District monitors the managed care plans through the annual external quality review, contract compliance reviews, and reporting requirements. Quality improvement efforts related to Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) and clinical practice guidelines are also monitored. In

addition, all MCOs are required as a condition of their contract with the District of Columbia to be accredited by the National Committee for Quality Assurance (NCQA). Each PIHP is also required to undergo review by NCQA to determine compliance with specific accreditation standards.

### **C.3 REQUIREMENTS**

The Contractor shall utilize the protocols promulgated by the Centers for Medicare and Medicaid Services (CMS) to conduct external quality review and related activities. The Contractor must perform all required activities and shall perform the optional EQR- related activities as directed by DHCF. The Contractor's specific requirements include:

#### **C.3.1 REQUIRED EXTERNAL QUALITY REVIEWS**

##### **C.3.1.1 Required Activity 1: Annual Review to Determine the MCO/PIHP Compliance with Medicaid Managed Care Regulations and DHCF Contract Standards**

The Contractor shall review, on an annual basis, each MCO/PIHP to determine compliance with federal regulations of 42 CFR 438.204(g) through 438.242 including the following:

- a. Availability of services;
- b. Adequate capacity and services;
- c. Continuity and coordination of care;
- d. Coverage and authorization of services;
- e. Provider selection;
- f. Enrollee information;
- g. Confidentiality
- h. Enrollment and disenrollment
- i. Grievance systems;
- j. Sub-contractual relationships and delegation;
- k. Practice guidelines;
- l. Quality assessment and performance improvement program;
- m. Health information systems; and
- n. Payment of claims.

The Contractor shall also review on an annual basis, each MCO, PIHP to assure compliance with Medicaid managed care regulations according to their contract with the District and standards established by the District in accordance with the CMS Protocol for Monitoring Medicaid managed Care Organizations and Prepaid Inpatient Health Plans.

**C.3.1.1.1 Planning Compliance Monitoring Activities**

The Contractor shall complete the planning activities necessary to determine compliance. The Contractor's planning activities shall be completed to allow for on-site visits to be scheduled within sixty (60) days of the start date of the first contract year and thirty (30) days of the start date of each subsequent contract year.

**C.3.1.1.2** The Contractor's planning activities shall include the design and development of any necessary review tools, including, but not limited to:

- a. Interview tools;
- b. Documentation tools;
- c. Scoring tools; and
- d. Reporting tools.

The Contractor shall submit review tools to the Contracting Officer's Technical Representative (COTR) for review and approval within thirty (30) days of contract award.

**C.3.1.1.3 Obtaining Background Information from the District**

**C.3.1.1.3.1** The Contractor shall review the MCO/PIHP contracts and modifications to the MCO/PIHP contracts and any subsequent modifications within thirty (30) days of the start date of each contract year in order to obtain background information from the District necessary to complete compliance determinations.

**C.3.1.1.3.2** The Contractor shall cross reference contract standards to Medicaid regulations.

**C.3.1.1.3.3** Upon completion of contract reviews, the Contractor shall schedule interviews with the COTR and District personnel and complete all other activities needed to obtain any additional background information required to complete compliance reviews.

**C.3.1.1.4 Document Review**

**C.3.1.1.4.1** The Contractor shall prepare a list of required documents from each MCO/PIHP needed to determine compliance, and instructions on how each MCO/PIHP should organize and prepare documents prior to the date of each MCO/PIHP site visit.

**C.3.1.1.4.2** The Contractor shall review reports on previous reviews and subsequent corrective actions as part of the document review process.

**C.3.1.1.4.3** The Contractor shall provide each MCO/PIHP with forty-five (45) days from the date of request to prepare requested documents.

**C.3.1.1.5 Conducting Reviews**

The Contractor shall interview each MCO/PIHP's staff to supplement and verify information obtained from the review of requested documents. The Contractor shall confirm that what is documented by the MCO/PIHP is what is carried out in practice. The Contractor shall tailor interviews to reflect the characteristics of each MCO/PIHP and populations it serves.

**C.3.1.1.6 Collecting Accessory Information**

**C.3.1.1.6.1** The Contractor shall supplement information obtained through document review and interviews with the MCO/PIHP staff with accessory information that determines if actual operations are consistent with policies and procedures and adhere to regulatory and contractual standards. Accessory information shall include, but is not limited to:

- a. Results of the validation of performance improvement projects conducted in accordance with Section C.3.1.2;
- b. Results of the validation of performance measures conducted in accordance with Section C.3.1.3;
- c. Information obtained from Contractor audits of the MCO/PIHP's records and files; and
- d. Results of enrollee surveys.

**C.3.1.1.7 Analyzing and Compiling Findings**

**C.3.1.1.7.1** The Contractor shall analyze and compile findings upon completion of the evaluation. The Contractor shall identify deficiencies and any discrepancies between what is documented and what is carried out in practice relative to the applicable regulatory or contract provision.

**C.3.1.1.8 Compliance Determinations**

**C. 3.1.1.8.1** The Contractor shall afford each MCO/PIHP an opportunity to offer additional information, if available, to substantiate compliance prior to the Contractor making a final compliance determination.

**C.3.1.1.8.2** The Contractor shall complete MCO/PIHP compliance determinations prior to September 30 of each calendar year to which the review pertains.

**C. 3.1.1.8.3** The Contractor shall report non-compliance issues by any MCO/PIHP in the monthly Progress Report to the COTR.

**C. 3.1.1.9 Corrective Action Plans**

**C. 3.1.1.9.1** The Contractor shall individually recommend to each MCO/PIHP corrective actions to remedy any compliance deficiencies and shall provide technical assistance to MCO/PIHPs as needed to implement corrective action.

**C. 3.1.1.9.2** The Contractor shall review MCO/PIHPs progress on corrective action plans on a quarterly basis.

**C. 3.1.1.10 Non-duplication of Compliance Reviews**

At the discretion of DHCF, and as permitted in federal regulations at Title 42 of the Code of Federal Regulations (CFR), Section 438.360, the EQRO may use information about the MCO or PIHP obtained from the accreditation findings of NCQA to provide information otherwise obtained by the EQRO to fulfill this required Activity 1, in part or in whole.

**C.3.1.1.10.1** The Contractor shall include the results and findings for Required Activity 1 in the External Quality Review Report submitted in accordance with Section C.3.3.2.3.

**C. 3.1.2 Required Activity 2: Validate the MCOs and PIHPs Performance Improvement Projects as identified by DHCF**

**C. 3.1.2.1** The Contractor shall, on an annual basis, review completed performance improvement project(s) (PIPs) conducted by each MCO/PIHP during the preceding calendar year.

**C. 3.1.2.2** The Contractor shall assess the MCO/PIHP's methodology for conducting the PIP, verify actual PIP study findings, and evaluate the overall validity and reliability of each MCO/PIHP's PIP study findings in accordance with the CMS Protocol for Validating Performance Improvement Projects.

**C. 3.1.2.3** The Contractor shall review PIPs identified by DHCF annually. These PIPs shall address three or fewer quality improvement areas.

**C. 3.1.2.4** The Contractor shall provide individual technical assistance to each MCO/PIHP in the development of corrective action plans to address deficiencies identified by the Contractor and shall assist in the monitoring of implementation and progress toward the goals of the corrective action plan.

**C.3.1.2.5** The Contractor shall include the results and findings of Required Activity 2 in the External Quality Review Report submitted as specified in Section C.3.3.2.3

**C.3.1.3 Required Activity 3: Validate the MCOs and PIHPs Performance Measures as directed by DHCF**

**C.3.1.3.1** The Contractor shall on an annual basis evaluate the accuracy of performance measures reported by each MCO/PIHP and determine the extent to which the performance measures were calculated accurately according to the specifications established by the COTR.

**C.3.1.3.2** The Contractor shall utilize the CMS protocol for Validating Performance Measures.

**C.3.1.3.3** The Contractor shall validate the performance measures specified by NCQA Medicaid Health Plans and the COTR. The performance measures specified by the COTR are subject to change in order to further the best interest of the District.

**C.3.1.3.4** The Contractor shall utilize NCQA-certified HEDIS Compliance Auditors for the validation of performance measures.

**C.3.1.3.5** The Contractor shall conduct an assessment of the integrity of each MCO/PIHP's information system in the first (1<sup>st</sup>) contract year and every three (3) years thereafter, unless an MCO/PIHP undertakes a major information systems conversion as determined by the COTR, in which case, the Contractor shall perform an assessment the year after the major information systems conversion was identified.

**C.3.1.3.6** The Contractor shall report the findings and results of Required Activity 3 in the External Quality Review Report submitted in accordance with Sections C.3.3.2.3

The Contractor shall identify changes in regulations and make recommendations to modify captured codes or performance measures based on the most recent NCQA, HEDIS, CAHPS and other standardized performance measurement organizations' requirements.

Any changes or modifications as to which codes or performance measures are used must be based on current clinical knowledge, practice and research and approved by the COTR before implementation.

**C.3.1.4 Required Activity 4: Technical Assistance**

**C.3.1.4.1** The Contractor shall provide technical assistance to the District and the MCO/PIHPs as needed to complete activities.

**C.3.1.4.2** Technical assistance shall include expert consultation on an ad hoc basis from a statistician with at least a Master's-level degree in statistics.

**C.3.1.5 Required Activity 5: Aggregated Analysis and Evaluation**

**C.3.1.5.1** For each individual MCO and PIHP, the Contractor shall analyze and evaluate aggregated information on the quality and timeliness of, and access to the health care services furnished by each MCO and PIHP to its Medicaid enrollees; how well each MCO/PIHP meets national quality standards; and how often each MCO/PIHP meets quality standards for specific healthcare conditions.

**C.3.1.5.1.1 Detailed Technical Report**

**C.3.1.5.1.2** The Contractor must comply with 42 CFR 438.364 by annually providing for each MCO/PIHP:

- a. A detailed technical report that describes the manner in which the data from all activities conducted in accordance with 42 CFR 438.358 were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by the MCO or PIHP. The report must also include the following for each activity conducted in accordance with 42 CFR 438.358:
  - i. Objectives;
  - ii. Technical methods of data collection and analysis;
  - iii. Description of data obtained; and
  - iv. Conclusions drawn from the data.
- b. An assessment of each MCO's or PIHP's strengths and weaknesses with respect to the quality, timeliness, and access to health care services furnished to Medicaid recipients;
- c. Recommendations for improving quality of health care services furnished by each MCO or PIHP;
- d. As DHCF determines, methodologically appropriate, comparative information about all MCOs and PIHPs;
- e. An assessment of the degree to which each MCO or PIHP has addressed effectively the recommendations for quality improvement made by the EQRO during the previous year's EQR;

**C.3.1.5.2 Consumer Report Card on MCO and PIHP Health Plans**

**C.3.1.5.2.1** As part of the activities in C.3.1.5.1.2 d, above, to develop methodologically appropriate, comparative information about all MCOs and PIHPs, the Contractor shall provide technical assistance in the development and publication of a Consumer Report Card for Medicaid enrollees using a report card format and previously developed by DHCF. The report card will incorporate information from the above required activities.

**C.3.1.5.2.2** The Contractor will assist DHCF with developing and maintaining performance measures designed to assist District enrollees with comparing and selecting District MCO and PIHP health plans. The maintenance activities include but are not limited to:

- a. Annual review and revision of performance measure specifications; and
- b. Annual updates to performance measure specifications, including diagnostic and procedure code updates.

**C.3.2** **OPTIONAL EXTERNAL QUALITY REVIEWS**

**C.3.2.1** **Optional Activity 1: Validate the Encounter Data Reported by the MCOs and PIHP**

**C.3.2.1.1** At the option of DHCF, the Contractor shall validate encounter data submitted by each MCO/PIHP to the District during the preceding twelve (12) month Review Period in accordance with the CMS Protocol for Validating Encounter Data.

**C.3.2.1.2** The Contractor shall assess the completeness and accuracy of encounter data submitted by each MCO/PIHP to the District.

**C.3.2.1.3** The Contractor shall report findings for Optional Activity 1 in the External Quality Review Report as specified in Sections C.3.3.2.3. The Contractor shall include recommendations for the improvement of processes associated with the collection and submission of encounter data.

**C.3.2.2** **Optional Activity 2: Consumer Surveys**

**C.3.2.2.1** The Contractor shall administer a Consumer Survey to Medicaid Recipients in the District's managed care programs (DCHFP and CASSIP) upon receipt of a technical direction letter (TDL) from the COTR.

**C.3.2.2.2** The Contractor shall conduct consumer surveys in accordance with the CMS protocol for Administering or Validating Surveys.

**C.3.2.2.3** The Contractor shall utilize CAHPS® survey instruments for the Consumer Survey unless otherwise required by the COTR.

**C.3.2.2.4** The Contractor shall work collaboratively with the COTR to determine the populations to be surveyed and the timeline for surveys. The Contractor shall provide technical expertise to the COTR on the impact of these factors to assist the COTR in decision-making.

**C.3.2.2.5** The Contractor shall work collaboratively with the COTR to determine the level of certainty and margin of error to be utilized in determining the appropriate

sample size for the survey. The response rate shall be targeted to obtain a response rate of at least fifty percent (50%).

**C.3.2.2.6** The Contractor shall report findings for Optional Activity 2 in the External Quality Review Report as specified in Section C.3.3.2.3.

**C.3.2.3 Optional Activity 3: Calculate Performance Measures**

**C.3.2.3.1** The Contractor shall calculate performance measures (in addition to those provided by the MCOs and PIHPs and validated by the Contractor) in order to further evaluate the quality of health care or health outcomes of Medicaid beneficiaries enrolled in the MCOs or PIHPs.

**C.3.2.3.2** The Contractor shall calculate the performance measures in accordance with the CMS protocol for the Calculation of Performance Measures.

**C.3.2.4 Optional Activity 4: Focused Studies**

**C.3.2.4.1** The Contractor shall design and conduct studies that focus on a particular aspect of clinical or non-clinical quality of care services at a point in time for the District's Medicaid managed care programs. The focused studies shall be specified by the COTR. The Contractor shall conduct the approved focused study (ies) in accordance with the CMS protocol for Conducting Focused Studies.

**C.3.2.4.2** The Contractor shall submit study topic(s), related study questions and indicators to the COTR for review and approval. At the direction of the COTR, the Contractor shall design focused studies to allow for results to be generated on both a system-wide and MCO/PIHP specific level.

**C.3.2.4.3** The Contractor shall review data to be provided by the COTR in order to identify high-volume or high-risk conditions relevant to the needs of the DCHFP and CASSIP populations and review topics that have been identified in other State Medicaid programs.

**C.3.2.5 Optional Activity 5: Validate MCO and PIHP EPSDT Measures as identified by DHCF**

**C.3.2.5.1** The Contractor shall on an annual basis validate the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) measures for the DCHFP, CASSIP program during the preceding Review Period as follows:

**C.3.2.5.2** The Contractor shall conduct the first EPSDT measures validation based on a review of at least twelve (12) months of encounter data.

**C.3.2.5.3** Subsequent reviews shall include at a minimum twelve (12) months of encounter data. The COTR may in subsequent years include up to twenty-four (24) months of encounter data.

**C.3.2.5.4** The Contractor shall submit to the COTR for review and approval a procedure to validate the EPSDT measures for the MCO/PIHPs within (30) days of the contract award. Said procedure shall comply with all applicable court orders and consent decrees including Salazar.

**C.3.2.5.5** The Contractor shall report its preliminary findings in the monthly Progress Report as specified in Section C.3.3.2.2.

**C.3.2.5.6** The Contractor shall include the results and findings of Optional Activity 5 in the External Quality Review Report submitted as specified in Sections C.3.3.2.3.

### **C.3.3 EXTERNAL QUALITY REVIEW RELATED ACTIVITIES**

#### **C.3.3.1 Work Plan**

**C.3.3.1.1** The Contractor shall prepare and submit to the Contracting Officer's Technical Representative (COTR) for review and approval within thirty (30) days of contract award a detailed work plan that shall identify key milestones and provide a detailed timeline for the completion of all Required Activities. The Contractor shall perform all activities in accordance with the work plan as approved by the COTR. The COTR will inform the Contractor in writing within 30 days of the need to perform any Optional Activities. The Contractor shall conduct the Required Activities in accordance with the CMS Protocols.

**C.3.3.1.2** The Contractor shall update the Work Plan within ten (10) days of receipt of a technical directive letter from the COTR including activities that the COTR has directed the Contractor to provide.

#### **C.3.3.2 Reporting Requirements**

The Contractor shall comply with all required reporting requirements in accordance with the District guidelines and Federal laws.

##### **C.3.3.2.1 Reporting Format**

The Contractor shall submit a template for each required report to the COTR for review and approval within thirty (30) days of contract award.

##### **C.3.3.2.2 Progress Report**

The Contractor shall submit progress reports to the COTR on a monthly basis. The progress report shall detail the status and progress on the completion of tasks, including preliminary findings, issues encountered, corrective action recommended and strategies to address any obstacles encountered.

**C.3.3.2.3 External Quality Review Report**

**C.3.3.2.3.1** The Contractor shall provide on an annual basis, a detailed technical report that describes the manner in which the data from all required activities (and optional activities required by the COTR) were aggregated and analyzed, and conclusions were drawn as to the quality, timeliness, and access to the care furnished by each MCO/PIHP. The Report must also include the following for each activity conducted:

- a. Objectives;
- b. Technical methods of data collection and analysis;
- c. Description of data obtained; and
- d. Conclusions and recommendations drawn from the data.

**C.3.3.2.3.2** The Contractor shall also report findings for each MCO/PIHP based on information obtained from completing the Required Activities and any Optional Activities required by the COTR. Each MCO/PIHP finding shall include:

- a. A written assessment of each MCO/ PIHP's strengths and weaknesses with respect to the quality, timeliness, and access to health care services furnished to Medicaid recipients;
- b. Comparative information for each MCO/PIHP relative to other MCO/PIHPs;
- c. Comparative information for each MCO/PIHP relative to appropriate national studies or benchmarks;
- d. Specific recommendations for improving the quality of health care services furnished by each MCO/PIHP which shall include recommendations to address any inappropriate utilization or poor standards of care identified and methods for incorporating recommendations into future performance improvement projects or focused studies; and
- e. An assessment of the degree to which each MCO/PIHP has addressed effectively the recommendations for quality improvement made during the previous Review Period.

**C.3.3.2.3.3** The Contractor shall submit a draft version of the External Quality Review Report to the COTR by June 30 of each year following the year for with required and optional activities were conducted.

**C.3.3.2.3.4** The Contractor shall submit the final external quality review report to the COTR by September 30 of each year following the year for with required and optional activities were conducted.

**C.3.3.3 Public Requests for Copies of Reports**

**C.3.3.3.1** The Contractor shall make available to the public, upon request, copies of the Detailed Technical Report described in Section C.3.1.5.1.1 and the External Quality Review Report described in Section C.3.3.2.3 Copies shall be sent to each requestor in an electronic format or as a single hardcopy document, when a requestor is unable to receive an electronic copy via email, the internet, or from accessing the EQRO's website. Information released to the public shall not disclose the identity of any patient.

**C.3.3.4 Meetings with the DHCF**

**C.3.3.4.1** The Contractor shall meet with the DHCF, Division of Quality and Health Outcomes COTR at least monthly to review project progress, provide feedback, discussion of emergent issues, and identification of opportunities for improvement efforts.

**C.3.3.4.2** The Contractor shall participate in other meetings and shall prepare presentation materials related to the Contractor's scope of work and project status as requested by the COTR.

**C.3.3.5 Meetings with MCO/PIHPs**

**C.3.3.5.1** The Contractor shall meet with each MCO/PIHP individually prior to conducting review activities at least monthly for the purpose of discussing the Contractor's EQR review process.

**C.3.3.5.2** The Contractor shall meet with each MCO/PIHP individually at the completion of each study and for the purpose of discussing preliminary findings prior to submitting a final report to the COTR.

**C.3.3.5.3** The Contractor shall meet with each MCO/PIHP individually at the completion of each study, for the purpose of presenting the final report of findings and recommending corrective action.

**C.3.3.6 Internal Quality Improvement and Management Plan (QMP)**

**C.3.3.6.1** The Contractor shall develop an Internal Quality Improvement and Management Plan (QMP) for EQRO activities and submit to the COTR for review and approval implement within thirty (30) days of contract award and implement the QMP within sixty (60) days of receipt of written approval from the COTR.

**C.3.3.6.2** The EQRO Quality Assurance Manager shall have sole responsibility for the implementation, oversight, assessment and update of the QMP.

**C.3.3.6.3** At a minimum, the QMP shall address the following:

- a. Required training for all new employees;
- b. Review of policies and procedures for accuracy, completeness, and appropriateness;
- c. Assessments of staff training needs and knowledge of Medicaid Managed Care regulations;
- d. Review of the Contractor's technical capacity to maintain and report all required information;
- e. Review and evaluation of compliance with HIPAA requirements for the storage and protection of protected health information; and
- f. Development and implementation of corrective action plans as needed. Corrective action plans shall be submitted to the COTR for review and approval at least fourteen (14) days prior to implementation.

**C.3.3.6.4** The EQRO Quality Assurance Manager shall attend monthly performance meetings with the COTR and provide feedback on quality monitoring activities and opportunities for improvement identified as a result of monitoring activities.

**C.3.3.7 Organizational Requirements of the External Quality Review Organization**

**C.3.3.7.1 Competence**

The EQRO must have at a minimum the following:

1. Staff with demonstrated experience and knowledge of--
  - (i) Medicaid recipients, policies, data systems, and processes;
  - (ii) Managed care delivery systems, organizations, and financing;
  - (iii) Quality assessment and improvement methods; and
  - (iv) Research design and methodology, including statistical analysis.
2. Sufficient physical, technological, and financial resources to conduct EQRO or EQRO-related activities.
3. Other clinical and nonclinical skills necessary to carry out EQRO or EQRO-related activities and to oversee the work of any subcontractors.

### **C.3.3.7.2 Independence**

**C.3.3.7.2.1** The EQRO and any proposed subcontractors must be and attest to their independence from the State Medicaid agency and from MCOs and PIHPs contracting with the DC Medicaid program.

(1) The EQRO may not be a State agency, Department, university, or other State entity

(2) An EQRO may not --

- (i) Review a particular MCO or PIHP if either the EQRO or the MCO or PIHP exerts control over the other (as used in this paragraph, "control" has the meaning given the term in 48 CFR 19.101) through--

- (A) Stock ownership;
- (B) Stock options and convertible debentures;
- (C) Voting trusts;
- (D) Common management, including interlocking management; and
- (E) Contractual relationships.

- (ii) Deliver any health care services to Medicaid recipients;
- (iii) Conduct, on the State's behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO or PIHP services, or
- (iv) Have a present, or known future, direct or indirect

financial relationship with an MCO or PIHP that it will review as an EQRO.

**C.3.3.8 Staff**

**C.3.3.8.1 Key Staff**

The Contractor shall provide the following key personnel to perform the requirements specified in the Contract:

- a. EQRO Project Director
- b. EQRO Medical Director
- c. EQRO Project Manager
- d. EQRO Quality Assurance Manager

**C.3.3.8.2 Other Staff**

In addition to key personnel, the Contractor shall provide the following staff:

- a. Clinicians
- b. Statistician (or Epidemiologist)
- c. Technical Writer
- d. Data Analysis Manager
- e. Information Systems Manager

**C.3.3.9 Information Systems**

**C.3.3.9.1** The Contractor shall have an information system, including all hardware, software, and systems personnel required to complete the activities and produce all required reports.

**C.3.3.9.2** The Contractor shall be responsible for all costs required to fulfill the information systems requirements of this Contract, including any costs associated with establishing any linkages to the District's Medical Management Information System (MMIS). No such linkage requirements are anticipated as of the release of this RFP.

**C.3.3.9.3** At the option of DHCF, and as directed by the COTR, the Contractor shall within ninety (90) days of contract award, establish and test operational on-line capacity with the District's MMIS and work collaboratively with the District's fiscal agent to determine the method of access to the MMIS, the type of compatible hardware needed for full access to the MMIS, and to establish a schedule to extract required claims data. In the event that on-line access to the District's MMIS is not available, the Contractor shall have the capacity to obtain required information from tapes to be provided by the COTR.

- C.3.3.9.4** The Contractor shall develop an information systems manual describing the system developed by the Contractor to support all required review activities, receive and store all necessary data, produce all required reports and develop all required tracking systems. The information system manual shall be written and organized to be usable by non-systems personnel and shall include sample screens, with examples for how each screen is to be used, a data element dictionary, report templates and descriptions, data entry instructions and procedures, purge criteria, and systems back-up procedures. The Contractor shall submit the information systems manual to the COTR for review and approval within thirty (30) days of contract award.
- C.3.3.9.5** The Contractor shall have an enhanced Internet security system that allows for the transmission of information between the Contractor, the District's MCOs, PIHPs, and (as needed) the District's MMIS. The Contractor shall have a secure website and secure Internet mail capability.
- C.3.3.9.6** The Contractor shall protect the confidentiality of records and information and the privacy protected health information in accordance with the Health Insurance Portability and Accountability Act.
- C.3.3.9.7** The Contractor shall have a disaster recovery plan for the information system as follows:
- C.3.3.9.8** The disaster recovery plan is composed of resources and procedures to be used in the event that a disaster occurs with the Contractor's computing services.
- C.3.3.9.9** The disaster recovery plan should document the personnel that will be needed to perform the recovery tasks and an organizational structure for the recovery process.
- C.3.3.9.10** The Contractor shall submit the disaster recovery plan to the COTR for review and approval within ninety (90) days of contract award.

**SECTION D: PACKAGING AND MARKING**

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

**SECTION E: INSPECTION AND ACCEPTANCE**

**E.1** The inspection and acceptance requirements for this contract shall be governed by clause number five (5) Inspection of Supplies and clause number six (6), Inspection of Services of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of **1 year (12 months)** from date of award specified on the cover page of this contract.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

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

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

**F.2.3** The price for the option period shall be as specified in the Section B of the contract.

**F.2.4 THE TOTAL DURATION OF THIS CONTRACT, INCLUDING THE EXERCISE OF ANY OPTIONS UNDER THIS CLAUSE, SHALL NOT EXCEED FIVE (5) YEARS.**

**F.3 DELIVERABLES**

**THE CONTRACTOR SHALL PERFORM ITS TASKS AND PRODUCE THE REQUIRED DELIVERABLES TO THE COTR BY THE DUE DATES PRESENTED IN THE TABLES BELOW. THE CONTRACTOR SHALL PROVIDE COLOR HARD COPIES AND AN ELECTRONIC COPY OF ALL DELIVERABLES TO THE COTR ACCORDING TO THE DUE DATES SPECIFIED BELOW; IN THE SOFTWARE REQUIRED BY THE COTR.**

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Section Reference</b>	<b>Quantity</b>	<b>Due Date</b>	<b>Sanction</b>
1	Progress Reports	C.3.3.2.2	2	Monthly - by the 15 <sup>th</sup> of the month for the preceding month.	Category 3 event as defined in Section G.13.2
2	External Quality Review Report	C.3.3.2.3	10	Draft – August 30 <sup>th</sup> after award Final - September 30 <sup>th</sup> Annually	Category 3 event as defined in Section G.13.2

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Section Reference</b>	<b>Quantity</b>	<b>Due Date</b>	<b>Sanction</b>
3	Aggregated Analysis and Evaluation (Detailed Technical Report)	C.3.1.5.1.1	10	Draft - June 30 <sup>th</sup> after award Final - September 30 <sup>th</sup> Annually	Category 3 event as defined in Section G.13.2
4	Consumer Report Card	C.3.1.5.2	2	Draft – August 30 <sup>th</sup> for prior CY Final – September 30 <sup>th</sup> Annually	Category 3 event as defined in Section G.13.2
5	Consumer Survey Report	C.3.2.2	2	Within six (6) months of the receipt of the Technical Directive Letter	Category 3 event as defined in Section G.13.2
6	Calculation of Performance Measures Report	C.3.2.3	2	Within six (6) months of the receipt of the Technical Directive Letter	Category 3 event as defined in Section G.13.2
7	Validating Performance Improvement Projects Report	C.3.1.2	2	Within twelve (12) months of the date of receipt of the Technical Directive Letter	Category 3 event as defined in Section G.13.2
8	Other Focus Studies Report	C.3.2.4	2	Within twelve (12) months of the date of receipt of the Technical Directive Letter	Category 3 event as defined in Section G.13.2
9	Work Plan	C.3.3.1	2	Within thirty (30) days of contract award	Category 3 event as defined in Section G.13.2
10	Work Plan Updates	C.3.3.1.2	2	Within ten (10) days of receipt of a Technical Directive Letter	Category 3 event as defined in Section G.13.2
11	Review Tools for conducting compliance review of each MCO/PIHP	C.3.1.1.2	2	Within thirty (30) days of contract award	Category 3 event as defined in Section G.13.2
12	Procedure for validating the EPSDT screening rate	C.3.2.5	2	Within thirty (30) days of receipt of Technical Directive Letter	Category 3 event as defined in Section G.13.2
13	Validate Encounter Data Reported by MCOs and PIHP	C.3.2.1	2	Within 120 days of receipt of Technical Directive Letter	Category 3 event as defined in Section G.13.2

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Section Reference</b>	<b>Quantity</b>	<b>Due Date</b>	<b>Sanction</b>
14	Consumer Survey Instruments	C.3.2.2	2	Within ninety (90) days of receipt of a Technical Directive Letter	Category 3 event as defined in Section G.13.2
15	Study topics, study questions and related indicators for system-wide PIPs	C.3.1.2.2	2	Within sixty (60) days of receipt of a Technical Directive Letter	Category 3 event as defined in Section G.13.2
16	Study topics, study questions and related indicators for other focused studies	C.3.2.4.2	2	Within sixty (60) days of receipt of a Technical Directive Letter	Category 3 event as defined in Section G.13.2
17	Template for each required report	C.3.3.2.1	2	Within thirty (30) days of contract award	Category 3 event as defined in Section G.13.2
18	Internal Quality Improvement Plan (QMP)	C.3.3.6	2	Within thirty (30) days of contract award	Category 3 event as defined in Section G.13.2
19	QMP corrective action plans	C.3.3.6.3 f	2	As Needed and At least fourteen (14) days prior to implementation	Category 3 event as defined in Section G.13.2
20	Information system manual	C.3.3.9.4	2	Within thirty (30) days of contract award	Category 3 event as defined in Section G.13.2
21	Disaster recovery plan	C.3.3.9.7	2	Within ninety (90) days of contract award	Category 3 event as defined in Section G.13.2

- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.
- F.3.1.1** Annual Reports shall be submitted by September 30 after the effective date of the contract.
- F.3.1.2** Bi-annual reports shall be submitted within thirty (30) days following each (6) six month interval following the contract effective date;
- F.3.1.3** Quarterly Reports shall be submitted within thirty (30) days following the end of the preceding quarter by April 30, July 30, October 30, and January 30;
- F.3.1.4** Monthly reports shall be submitted by the fifteenth (15<sup>th</sup>) of the following month;
- F.3.1.5** Weekly reports shall be submitted by the third (3<sup>rd</sup>) business day following the end of the week;
- F.3.1.6** Daily reports shall be submitted by 10:00 a.m. on the next business day following the day of report; and
- F.3.1.7** Ad Hoc Reports shall be submitted within three (3) working days after the date of request, unless otherwise specified by the COTR.
- F.3.2** Failure to submit timely, accurate reports may result in Sanctions and sanctions being imposed as described in Section G.10.
- F.3.3** The Contractor shall prominently mark reports that contain information about individuals that are protected by privacy laws as “CONFIDENTIAL”. The Contractor shall submit these reports in a fashion that ensures that unauthorized individuals do not have access to the information. The Contractor shall not make such reports available to the public, unless requested by DHCF or required by Federal or District law.
- F.4** **FIRST SOURCE INSTRUCTION**
- Any reports that are required pursuant to the 51% of District Resident New Hires Requirements and First Source Employment Agreement clause under Section H.5 are to be submitted to the District as a deliverable. The Contractor shall submit the final report as a deliverable or final payment to the Contractor will not be paid.

**F.5 NOTICE OF DISAPPROVAL**

**F.5.1** The COTR shall provide written notice of disapproval of a Deliverable to the Contractor within fourteen (14) days of submission if it is disapproved.

**F.5.2** The notice of disapproval shall state the reasons for disapproval as specifically as is reasonable necessary and the nature and extent of the corrections required for meeting the Contract requirements.

**F.6 RESUBMISSION WITH CORRECTION**

Within fourteen (14) business days after receipt of a notice of disapproval, the Contractor shall make the corrections and resubmit the Deliverable.

**F.7 NOTICE OF APPROVAL/DISAPPROVAL OF RESUBMISSION**

Within thirty (30) business days following resubmission of any disapproved Deliverable, the DHCF Contract Administrator shall give written notice to the Contractor of the Department of Health Care Finance's approval, conditional approval or disapproval.

**F.8 DEPARTMENT OF HEALTH CARE FINANCE FAILS TO RESPOND**

In the event that the COTR fails to respond to a Contractor's resubmission within the applicable time period, the Contractor shall notify the COTR in writing that it intends to delay subsequent work until the COTR responds in writing to the resubmission.

## **SECTION G: CONTRACT ADMINISTRATION**

### **G.1 INVOICE PAYMENT**

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

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

### **G.2 INVOICE SUBMITTAL**

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

Department of Health Care Finance  
Office of the Controller/Agency CFO  
899 North Capitol Street, 6<sup>th</sup> Fl  
Washington, DC 20001

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

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

**G.2.2.2** Contract number and invoice number;

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

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

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

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

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

**G.2.2.8** Authorized signature.

**G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

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

**G.4 PAYMENT**

**G.4 METHOD OF PAYMENT**

**G.4.1 ELECTRONIC PAYMENTS**

**G.4.1** The District reserves the option to make payments to the Contractor by wire or NACHA transfer and shall provide the Contractor at least thirty (30) days notice prior to the effective date of any such change.

**G.4.2** Where payments are made by electronic funds transfer, the District shall not assume responsibility for any error or delay in transfer nor indirect or consequential damages arising from the use of the electronic funds transfer process. Any changes or expenses imposed by the bank for transfers or related actions shall be borne by the Contractor.

**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 7 days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under a contract:

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

**G.6.2.2** The Contractor must pay any lower-tier subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall

be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

**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:

Jacquelyn Alpert  
Contracting Officer  
899 N. Capitol St., N.E., 6<sup>th</sup> Floor  
Washington, DC 20002  
202 442-5817  
jacquelyn.alpert@dc.gov

**G.8 Authorized changes by the Contracting Officer**

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

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

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

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

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

**G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

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

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

**G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

**G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.9.2** The address and telephone number of the COTR is:

**Yolonda Williams  
Management Analyst  
899 North Capital N.E., 6<sup>th</sup> Floor  
(202) 724-4178  
yolonda.williams2@dc.gov**

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

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

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

## **SECTION H: SPECIAL CONTRACT REQUIREMENTS**

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. REV 11 dated June 16, 2011 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

### **H.4 FREEDOM OF INFORMATION ACT**

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the COTR who will

provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the COTR will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the COTR within the timeframe designated by the COTR. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

**H.5.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

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

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

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

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

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

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

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

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

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

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

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

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

**H.6 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.**

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

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

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

## **H.8 WAY TO WORK AMENDMENT ACT OF 2006**

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

## **H.9.2 Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1. The prime contractor responding to this solicitation which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

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

H.9.3.1 The dollar amount of the contract or procurement;

H.9.3.2 A brief description of the goods procured or the services contracted for;

H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;

H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

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

H.9.4.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.9.4.2 **THERE SHALL BE A REBUTTABLE PRESUMPTION THAT A CONTRACTOR WILLFULLY BREACHED ITS APPROVED SUBCONTRACTING PLAN IF THE CONTRACTOR (I) FAILS TO SUBMIT ANY REQUIRED MONITORING OR COMPLIANCE REPORT; OR (II) SUBMITS A MONITORING OR COMPLIANCE REPORT WITH THE INTENT TO DEFRAUD.**

H.9.4.3 **A CONTRACTOR THAT IS FOUND TO HAVE WILLFULLY BREACHED ITS APPROVED SUBCONTRACTING PLAN FOR UTILIZATION OF CERTIFIED BUSINESS ENTERPRISES IN THE PERFORMANCE OF A CONTRACT SHALL BE SUBJECT TO THE IMPOSITION OF PENALTIES, INCLUDING MONETARY FINES OF \$15,000 OR 5% OF THE TOTAL AMOUNT OF THE WORK THAT THE CONTRACTOR WAS TO SUBCONTRACT TO CERTIFIED BUSINESS ENTERPRISES, WHICHEVER IS GREATER, FOR EACH SUCH BREACH.**

**H.10 DISTRICT RESPONSIBILITIES**

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

- H.10.1** Orientation for the Contractor relative to the terms of the contract and program mandates.
- H.10.2** Continuous contract performance evaluations and program monitoring.
- H.10.3** Preparing any response or request for additional information or clarification from the Contractor as it pertains to the Contractor's compliance or noncompliance within ten (10) business days of submission of deliverables.
- H.10.4** On-line Medicaid Management Information System (MMIS) access that enables the Contractor to review provider and recipient eligibility and LOC information, conduct research and analytical work, such as trend and pattern analyses required by the Contract. In the event that on-line access is not available, the COTR will provide the information in an alternative format such as tapes that shall contain claims history.
- H.10.5** Training on the appropriate use of the District's MMIS.
- H.10.6** Monitor and evaluate Contractor compliance with the requirements of this Contract, and impose sanctions when necessary.
- H.10.7** Provide copies of Medicaid policy changes on a timely basis.
- H.10.8** Provide the names, addresses and provider numbers of Medicaid providers for which the agency has determined review and notification is required.
- H.10.9** Conduct a timely review of all materials submitted to the agency by the Contractor as required.
- H.10.11** Maintain adequate liaison and cooperation with the Contractor, including providing timely management decisions and approvals of forms and procedures to enable the Contractor to properly perform contractual duties.
- H.10.12** Attend required meetings with the Contractor to discuss issues, changes, deliverables' status, and specific agenda items proposed by the District or the Contractor. The Contractor shall chair the meetings, however, the COTR shall retain the option to chair the meetings, as necessary.

**H.10.13** Review and approve all reports and publications prior to public release as required.

**H.10.14 READINESS ASSESSMENT**

The COTR will conduct a readiness assessment of the new Contractor to ensure that the Contractor has all processes in place to meet the scope of work outlined in the 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 the Contract. Readiness assessments will begin immediately after the Contract is executed during the Start-up Period and prior to the start of services.

**H.10.14.1** The readiness assessment will include site visits and review of documentation and deliverables that are required pursuant to Sections C.3, as applicable.

**H.10.14.2 Corrective Action Plan**

If the COTR determines that the Contractor has not met the criteria for readiness, the Contractor will be notified and required to develop a corrective action plan acceptable to the COTR. Following the implementation of the corrective action plan, the COTR has the right to conduct a site visit to the Contractor's office to verify implementation of the corrective actions. The COTR will approve the Contractor to begin providing services specified in Sections C.3 applicable, once the COTR verifies that the corrective action plan has been implemented satisfactorily.

**H.11 CONTRACTOR'S RESPONSIBILITIES**

**H.11.1 Qualifications of External Quality Review Organization**

The Contractor shall, in accordance with CFR §438.354, maintain compliance with the following requirements throughout the term of the contract period:

**H.11.1.1 Competence**

The Contractor must have at a minimum the following:

- a. Staff with demonstrated experience and knowledge of:
  1. Medicaid recipients, policies, data systems, and processes;
  2. Managed care delivery systems, organizations, and financing;
  3. Quality assessment and improvement methods; and

4. Research design and methodology, including statistical analysis.
- b. Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.
- c. Other clinical and non-clinical skills necessary to carry out EQR or EQR-related activities and to oversee the work of any subcontractors.

#### **H.11.1.2 Independence**

The Contractor and its subcontractors are independent from the State Medicaid agency and from the MCOs or PIHPs that they review. To qualify as “independent” the Contractor and subcontractors:

- a. A State agency, department, university, or other State entity may not have Medicaid purchasing or managed care licensing authority; and
- b. A State agency, department, university, or other State entity must be governed by a Board or similar body the majority of whose members are not government employees.
- c. The Contractor shall not:
  1. Review a particular MCO or PIHP if either the Contractor or the MCO or PIHP exerts control over the other (as used in this paragraph, “control” has the meaning given the term in 48 CFR 19.101) through:
    - i. Stock ownership; except for the related activities specified in § 438.358; or
    - ii. Stock options and convertible debentures;
    - iii. Voting trusts;
    - iv. Common management, including interlocking management; and
    - v. Contractual relationships.
  2. Deliver any health care services to Medicaid recipients;
  3. Conduct, on the State’s behalf, ongoing Medicaid managed care program operations related to oversight of the quality of MCO or PIHP services, except for the related activities specified in CFR Section 438.438; or
  4. Have a present or known future, direct or indirect financial relationship with an MCO or PIHP that it will review as an EQRO contractor.

**H.11.2 STAFFING**

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

**H.11.2.1** The Contractor shall have staff with demonstrated experience and knowledge of:

- a. Medicaid recipients, policies, data systems, and processes, including Medicaid eligibility and managed care enrollment experience and technical knowledge of automated health information systems which shall include clinical coding conventions, standardized claims and reporting forms, routine data collection, and data transfer and storage practices of providers and health plans;
- b. Managed care delivery systems, organizations, and financing including managed care operational experience;
- c. Quality assessment and improvement methods, including experience assisting state agencies in the design and implementation of quality assessment and improvement methods; and
- d. Research design and methodologies.

**H.11.2.2 Key Personnel**

The Contractor shall provide the following key personnel to perform the requirements specified in the Contract:

**H.11.2.2.1** EQRO Project Director The EQRO Project Director shall have the authority to make decisions on behalf of the Contractor and shall serve as the single point of contact with overall responsibility for the activities required in this Contract. The EQRO Project Director shall have a Masters degree in health care administration or a related field, and at least five (5) years of Medicaid - specific external quality review experience.

**H.11.2.2.2** EQRO Medical Director The EQRO Medical Director shall be specifically responsible for the external quality review requirements specified herein. The EQRO Medical Director shall be a M.D. with an unrestricted license to practice medicine and at least five (5) years of Medicaid specific external quality review experience.

**H.11.2.2.3** EQRO Project Manager The EQRO Project Manager shall have a minimum of a Masters degree in health care administration or a related field, nursing or business administration and years of Medicaid-specific external quality review experience,

or a Bachelors degree and a minimum of five (5) years of recent management experience in utilization and quality review.

**H.11.2.2.4** EQRO Quality Assurance Manager The EQRO Quality Assurance Manager shall be responsible for the development and implementation of a quality improvement and management plan (QMP). The EQRO Quality Assurance Manager shall have a minimum of a Bachelors degree and (3) years of experience in quality assurance plan development specifically for utilization and quality review.

**H.11.2.3 Other Staff**

In addition to key personnel, the Contractor shall provide the following staff:

**H.11.2.3.1** Clinicians Clinicians shall be actively involved in the validation of performance improvement projects, medical record reviews and design of performance improvement projects or focused studies of a clinical nature with at least three (3) years of related experience.

**H.11.2.3.2** Statistician (or Epidemiologist) Statisticians shall have a Masters degree in statistics, mathematics, or bio-statistics, or a PhD in a related area and shall assist in developing sampling methodologies and surveys with at least two (2) years of related experience.

**H.11.2.3.3** Technical Writer Technical Writers shall be responsible for writing all final reports in a clear and concise manner with at least two (2) years of related experience.

**H.11.2.3.4** Data Analysis Manager Data Analysis Managers shall have a Bachelors degree and five (5) years professional experience in cost and utilization analysis and shall be responsible for overseeing the production of all reports and certifying the accuracy of all information submitted to COTR;

**H.11.2.3.5** Information Systems Manager Information Systems Managers shall have a Bachelors degree in information technology and five (5) years related experience and shall be responsible for the design, development and maintenance of all computer systems needed to fulfill the requirements in the contract.

**H.12 FRAUD, WASTE AND ABUSE PROVISIONS AND PROTECTIONS**

**H.12.1 Cooperation with the District**

**H.12.1.1** The Contractor is subject to all state and Federal laws and regulations relating to fraud, waste and abuse in health care and the Medicaid program.

- H.12.1.2** The Contractor shall cooperate and assist the District of Columbia and any state or Federal agency charged with the duty of identifying, investigating, or prosecuting suspected fraud, waste and abuse.
- H.12.1.3** The Contractor shall provide originals and/or copies of all records and information requested and allow access to premises and provide records to MAA or its authorized agent(s), CMS, the U.S. Department of Health and Human Services, FBI and the District's Medicaid Fraud Control Unit. All copies of records shall be provided free of charge.
- H.12.1.4** The Contractor shall be responsible for promptly reporting suspected fraud, abuse, or violation of the terms of the Contract to the MAA, Office of Program Integrity and the Contracting Officer, taking prompt corrective actions consistent with the terms of any subcontract, and cooperating with District investigations.
- H.12.1.5** The Contractor shall allow the District of Columbia Medicaid Fraud Control 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.12.1.6** 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.

## **SECTION I: CONTRACT CLAUSES**

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

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

### **I.2 CONTRACTS THAT CROSS FISCAL YEARS**

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

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

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

corporation, in accordance with the District and federal laws governing the confidentiality of records.

#### **I.4 TIME**

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

#### **I.5 RIGHTS IN DATA**

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

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

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

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

**I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor

hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.

**I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:

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

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

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

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

(i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

Use, duplication, or disclosure is subject to restrictions stated in Contract No. \_\_\_\_\_ with (Contractor's Name); and

(ii) If the data is computer software, the related computer software documentation includes a prominent statement of the restrictions applicable to the computer software. The Contractor may not place any legend on the computer software indicating restrictions on the District's rights in such software unless the restrictions are set forth in a license or agreement made a part of the contract prior to the delivery date of the software. Failure of the Contractor to apply a restricted

rights legend to such computer software shall relieve the District of liability with respect to such unmarked software.

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under

contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance

maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Jacquelyn Alpert  
Contracting Officer  
Department of Health care Finance  
899 North Capital Street, NE, 6<sup>th</sup> Fl  
Washington, DC 20002**

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

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 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:

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

**I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.12 GOVERNING LAW**

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination <b>REV. 11 dated June 16, 2011</b>
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet

J.7

The following definitions are used throughout the Contract:

1. **Automated Client Eligibility Determination System** – The information system maintained by the District to document Medicaid eligibility.
2. **Addiction Prevention and Recovery Administration** – The District of Columbia’s agency, responsible for alcohol and drug abuse treatment and prevention services, under the auspices of the District of Columbia Department of Health.
3. **Admission Review** – A review and determination of the medical necessity and appropriateness of a recipient’s admission to a specific facility.
4. **American Accreditation of Health Care Commission/URAC** – Commission that establishes accreditation standards for managed care organizations.
5. **Annual Resident Review** – A resident residing in a nursing facility who has been determined to have a diagnosis of mental illness or mental retardation that must be reviewed annually.
6. **Bordering County** – Includes Charles County, Montgomery County and Prince George’s County in the State of Maryland and the City of Alexandria, Arlington County and Fairfax County in the Commonwealth of Virginia.
7. **Cancellation/Termination** – Discontinuation of the contract for any reason prior to the expiration date.
8. **Centers for Medicare and Medicaid Services** – The agency under the U.S. Department of Health and Human Services responsible for administering Title XIX (Medicaid) of the Social Security Act.
9. **Child** – An enrollee under the age of 21 unless otherwise specified.
10. **Children with Special Health Care Needs** – Those children who have, or are at increased risk for, chronic physical, developmental, behavioral, or emotional conditions and who also require health and related services of a type or amount beyond those required by children generally. This definition includes children on SSI or who are SSI related eligibles.
11. **Chronic Care** – Services characterized by an individual’s need for repeated and regular health care services over a period of time.

12. **Coding Validation** – The process of comparing the principal and all secondary diagnosis and procedure codes billed to the Department with documentation in the patient’s medical record to determine the appropriateness and accuracy of the billed codes.
13. **Competence** – In relation to an External Quality Review Organization (EQRO), means the EQRO must have at a minimum the following:
  - i. Staff with demonstrated experience and knowledge of:
    - a) Medicaid recipients, policies, data systems, and processes;
    - b) Managed Care delivery systems, organizations, and financing;
    - c) Quality assessment and improvement methods; and
    - d) Research design and methodology, including statistical analysis.
  - ii. Sufficient physical, technological, and financial resources to conduct EQR or EQR-related activities.
  - iii. Other clinical and non clinical skills necessary to carry out EQR or EQR-related activities and oversee the work of any subcontractors.
14. **Conceptual** – The results of conceiving or the development of concepts to the degree that demonstrates with sufficient evidence a level of knowledge and understanding.
15. **Consumer** – A person eligible for the Medicaid program. If the consumer lacks the capacity to make decisions, the term expands to include the family member, guardian, power of attorney, or other surrogate decision-maker.
16. **Consumer Satisfaction Surveys** – Valid and reliable surveys to measure Enrollees’ overall satisfaction with Medicaid services and with specific aspects of those services, conducted in order to identify problems and opportunities for improvement.
17. **Contract** - The agreement, the RFP, any addendum to the RFP, the Offeror’s proposal submitted in response to the RFP and the notice of acceptance from the District to the Offeror’s proposal submitted.
18. **Contractor** – The organization selected to perform the scope of services defined within the Contract. May be used interchangeably with Offeror.
19. **Day** – Calendar day, unless otherwise specified.
20. **Deliverables** – Those documents, records and reports required to be furnished to Department of Health Care Finance for review and/or approval pursuant to the terms of the Contract.
21. **Department** - The District of Columbia Department of Health Care Finance.
22. **Department of Health Care Financing** – The District of Columbia’s State Medicaid Agency.
23. **Developmental Disability** – A severe, chronic disability that is (or is suspected of being):

- i. Attributable to a mental or physical impairment or combination of mental and physical impairments;
  - ii. Manifested before the individual attains age 22;
  - iii. Likely to continue indefinitely;
  - iv. Results in functional limitations or impairment of normal growth and development (if not treated); and
  - v. When applied to infants and young children with substantial developmental delay or specific congenital or acquired conditions, either results, or, if not treated, could result in developmental disabilities.
24. **Diagnosis Related Group** – A system for classifying inpatient hospital discharges that is used for the purpose of determining payment to hospitals for inpatient hospital services.
25. **District of Columbia Healthy Families Program** – The District’s mandatory managed care program for selected Medicaid populations and Children’s Health Insurance Program enrollees.
26. **District** – Refers to the Government of the District of Columbia.
27. **Dual Eligible** – An individual who is eligible to receive services through both Medicare and Medicaid.
28. **Early and Periodic Screening, Diagnosis, and Treatment** – 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. Medicaid services for children are required as a matter of law to meet these standards, which may require that services outside traditional Medicaid benefits be provided when needed to treat such conditions.
29. **Elective** – When applied to an admission or a health care service, means an admission or a service that can be delayed without substantial risk to the health of the individual.
30. **Encounter Data** – An encounter is defined as any health care service provided to a member. Encounters whether reimbursed through capitation, fee-for-service, or another method of compensation shall result in the creation and submission of an encounter record to the Department of Health Care Finance. The information provided on these records represents the encounter data provided by the Contractor.
31. **Enrollee** – A Medicaid recipient who is currently enrolled in the District Medicaid managed care program under an MCO or PIHP.
32. **External Quality Review Organization** – An organization that meets the competence and independence requirements set forth in 42 CFR §438.354 and performs EQR, other EQR-related activities set forth in 42 CFR §438.358, or both.

33. **External Quality Review** -The analysis and evaluation by an EQRO, utilizing aggregated information on quality, timeliness, and access to the health care services that a MCO/PIHP or its contractors furnish to Title XIX Medicaid and Title XXI SCHIP recipients.
34. **Federal Fiscal Year** – The federal fiscal year which begins on the first day of October of each calendar year and ends on the last day of September of the following calendar year. For example, FFY '10 began October 1, 2010 and ends September 30, 2010.
35. **Fiscal Year** – The District of Columbia’s fiscal year which begins on the first day of October of each calendar year and ends on the last day of September of the following calendar year.
36. **Fraud, Waste and Abuse** – 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 state law.
37. **Generally Accepted Accounting Principles** – A technical term in financial accounting. It encompasses the conventions, rules, and procedures necessary to define accepted accounting practice at a particular time. This includes not only broad guidelines of general application, but also detailed practices and procedures.
38. **Health Care Professional** – Physician or other health care provider/practitioner if coverage for the professional’s services, provided for under the professional scope of practice, and included under the contract for the services of the professional. This term includes, but is not limited to: physician, podiatrist, optometrist, chiropractor, psychologist, dentist, physician assistant, physical or occupational therapist and therapy assistant, speech-language pathologist, audiologist, registered or licensed practical nurse (including nurse practitioner, clinical nurse specialist, certified registered nurse anesthetist and certified nurse-midwife, licensed certified social worker, registered respiratory therapist and certified respiratory therapy technician.
39. **Health Insurance Portability and Accountability Act** – Federal law also know as Public Law 104-91 that mandates the use of standards for electronic exchange of health care data; specifies what medical and administrative code sets should be used within those standards; requires the use of national identification systems for health care patients, providers, payers (or plans), and employers (or sponsors); and specifies the types of measures required to protect the security and privacy of personally identifiable health care information.
40. **Health Maintenance Organization** – 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.

41. **Home and Community-Based Services** – Supportive services as authorized under Section 1915(c) of the Social Security Act that help the elderly or persons with a physical disability live independently in their homes and communities.
42. **Hospital** – A health care institution or distinct part of a health care institution, as defined in Section 1886 (e) (G) of the Act.
43. **Income Maintenance Administration** – The District agency responsible for determining eligibility for Medicaid through TAND and TANF-related categories, and for administering determinations for SSI eligibility made by the Social Security Administration.
44. **Institution/Institutional Care** – The complex care and services provided to residents of nursing facilities, intermediate care facilities, and other healthcare institutions.
45. **Internal Quality Improvement and Management Plan** – The plan that each Contractor is required to develop for the purpose of identifying opportunities for improving organization performance, identifying causes of poor performance, developing corrective action and implementing successful interventions.
46. **Joint Commission on Accreditation of Healthcare Organizations** – A national organization that sets standards for hospitals and other health care organizations and conducts reviews to determine whether they meet those standards in order to accredit them.
47. **Managed Care Organization** – An entity which contracts with the District of Columbia to provide comprehensive physical and behavioral health and treatment services through its own network of physicians, clinics and hospitals.
48. **Management Information System** – Computerized or other system for collection, analysis and reporting of information needed to support management activities.
49. **Medicaid** – A federally and state funded program authorized by Title XIX of the Social Security Act which provides payment of medical expenses for eligible persons who meet income and other criteria.
50. **Medicaid Managed Care Program** – A program for the provision and management of specified Medicaid services through contracted Managed Care Organizations 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.
51. **Medical Record** – All the information from a provider relating to an individual’s treatment during a specific episode of care.
52. **Medically Necessary** – The service shall, or is reasonably expected to:
  - i. prevent the onset of an illness, condition or disability

- ii. reduce or ameliorate the physical, mental, or developmental effects of an illness, condition, injury or disability;
  - iii. assist the recipient to achieve or maintain maximum functional capacity in performing daily activities, taking into account both the functional capacity of the recipient and those functional capacities that are appropriate for individual of the same age;
53. **National Committee on Quality Assurance** – An organization that sets standards evaluates and accredits health plans and other managed health care organizations.
54. **Offeror** – A partnership, firm, corporation, association or other entity submitting a proposal for the purpose of obtaining a District of Columbia contract.
55. **Participant** – An individual receiving benefits under Title XIX and Title XXI of the Social Security Act.
56. **Peer Review** – The review of services ordered or furnished by other practitioners in the same professional field.
57. **Performance Improvement Projects** - Systematic, planned approaches to improving outcomes that measure performance using objective quality indicators, involve interventions to improve quality, evaluate the effectiveness of the interventions and increase or sustain improvement.
58. **Person** – Any individual, corporation, proprietorship, firm, partnership, trust, association, governmental authority or other entity, whether acting in an individual, fiduciary or other capacity.
59. **Physician** – A doctor of medicine or osteopathy or another individual who is authorized under state or federal law to practice medicine and surgery, or osteopathy.
60. **Physician Peer Reviewer** – Those physicians who are licensed to practice medicine in all its branches, engaged in active practice of medicine, board certified or board eligible in their specialty and have admitting privileges in one or more District area hospitals.
61. **Physician Peer Review Panel** – A panel of no less than three (3) board certified physicians composed of credentialed physicians composed of credentialed primary, specialty and subspecialty Physician Peer Reviewers, as appropriate, making the final decision on serious quality issues, validating the presence of a pattern and requesting a Quality Improvement Plan (QIP) if the panel determines that a serious quality issue or pattern exists. This panel reviews the QIP for appropriateness and follow-through.
62. **Potential Enrollee** – A Medicaid recipient who is subject to mandatory enrollment or may voluntarily elect to enroll in a given managed care program, but is not yet an enrollee of a specific MCO.

63. **Primary Care Physician** – A board-certified or board-eligible physician who has a contract with a managed care plan to provide necessary well care, diagnostic, and primary care services, and to manage covered benefits for Enrollees in his or her caseload. A physician with a specialty of pediatrics, obstetrics/gynecology, internal medicine, family medicine or any other specialty the Contractor designates from time to time may serve as a PCP.
64. **Profile** – Aggregated data in formats that display patterns of health care services over a defined period of time.
65. **Profile Analysis** – Review and analysis of profiles to identify and consider patterns of health care services.
66. **Proposal** – The response to this RFP submitted to the Department by an Offeror.
67. **Providers** – District organizations providing residents with health care services. These organizations include, but are not limited to, hospitals, nursing facilities, day facilities, transportation services, community residential facilities, assisted living facilities and home health care agencies. Providers may or may not accept Medicaid-eligible clients.
68. **Provider Data** – A set of data collected and maintained by care providers regarding consumer condition, treatment, and history. Additionally, this refers to information about the care provider itself, such as capacity, services offered and current certifications.
69. **Quality Assurance Audit** – An organized process conducted to identify patient care problems for the purpose of improving patient care through intervention, resolution of problem and follow-up.
70. **Quality Assurance** - An ongoing, objective and systematic process of monitoring, evaluating and improving the quality, appropriateness and effectiveness of care and performance.
71. **Rehabilitation Accreditation Commission** – An accreditation organization that develops and maintains practical and relevant standards of quality for programs and services.
72. **Recipient** – A person eligible for Medicaid services under the District of Columbia, Medical Assistance program.
73. **Related Parties** – Affiliates of the Contractor for which investments are accounted for by the equity method by the enterprise; trusts for the benefit of employees, such as pension and profit-sharing trusts that are managed by or under the trusteeship of management; principle owners of the Contractor and its management; members of the immediate families of principal owners of the Contractor and its management; and other parties with which the Contractor may deal if one party controls or can significantly influence the management or operating policies of the other to an extent that one of the transacting

parties might be prevented from fully pursuing its own separate interests. A person shall be deemed by the Department to be a Related Party if it can significantly influence the management or operating policies of the transacting parties and can significantly influence the other to an extent that one or more of the transacting parties might be prevented from fully pursuing its own separate interests.

74. **Request for Proposal** – This document and any amendments hereto.
75. **Residential Treatment Center** – 24-hour treatment facility primarily for children with significant behavioral problems who need long-term treatment.
76. **Sanctions** – Administrative remedies and actions (e.g., exclusion, Civil Monetary Penalties, etc.) available to the OIG to deal with questionable, improper, or abusive behaviors of providers under the Medicare, Medicaid, or any State health programs.
77. **Salazar Monitor** – Court monitor appointed to report, record, evaluate, observe, and provider recommendations to the United States District Court on the District’s Medicaid program including processing of Medicaid application and re-certification, eligibility verification, and arranging for, providing, and reporting on EPSDT services.
78. **Section 1915(b) Waiver** – A statutory provision of Medicaid that allows a state to partially limit the freedom of choice by consumers of Medicaid eligible services or that waives the requirements under Title XIX, the Medicaid Act, for statewide coverage of a plan or comparability of benefits.
79. **SOBRA** – Sixth Omnibus Budget Reconciliation Act; it allows states to expand coverage to pregnant women and children.
80. **SSI Related** – A Medicaid category, which includes, but is not limited to the same requirements as the corresponding category of SSI. Persons who receive Medicaid in SSI-Related categories may include, but are not limited to aged, blind or disabled and people determined to be Medically Needy.
81. **State Children’s Health Insurance Program** – The State Children’s Health Insurance Program provides health insurance for children under Title XXI of the Social Security Act (See Title XXI).
82. **Start-Up Period** – The period of 90 days after Contract award where the activities, requirements and deliverables necessary to ensure the orderly transfer of the operational responsibilities of the Contract, including readiness assessment, are completed.
83. **State Plan** – The Plan filed with Centers for Medicare and Medicaid Services, formerly known as Health Care Financing Administration, in compliance with Title XIX of the Social Security Act.

84. **Subcontract** – Any written agreement between the Contractor and another party that requires the other party to provide services or benefits that the Contractor shall make available.
85. **Supplemental Security Income** – A Medicaid category of assistance for blind or disabled individuals who are eligible for federal Supplemental Security Income benefits and Medicaid.
86. **TANF - related Individuals** – Persons who qualify for Medicaid and whose family incomes do not exceed 200% of the federal poverty level. TANF-related eligibility is determined by the District’s State Medicaid Plan or federal law (including medically needy and transitional Medicaid).
87. **Technical Direction Letter (TDL)**: A date sensitive formal notice issued by the Contracting Officer’s Technical Representative (COTR) to provide the Contractor notice to perform an activity in accordance with the requirements of the contract.
88. **Temporary Assistance for Needy Families** – Federally funded program that provides assistance to single parent families with children who meet the categorical requirements for aid. TANF eligibles also qualify for Medicaid coverage.
89. **Third Party Liability** – Insurance policy or other form of coverage with responsibility to pay for certain health services for a Medicaid eligible in addition to Medicaid. Includes commercial health insurance, worker’s compensation, casualty, torts, and estates. These sources shall be used to offset the costs of Medicaid services.
90. **Title XVIII (Medicare)** – A federally-financed health insurance program administered by the Centers for Medicare and Medicaid Services (CMS), 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 two parts: (1) Part A covers inpatient hospital services, post hospital care skilled nursing facilitates and care in patients’ homes; and (2) Part B covers primarily physician and other outpatient services.
91. **Title X** – The grant funds provided to states by the Office of Population Affairs for family planning services provided to the State’s low-income population. The regulations governing Title X [42 CFR, Subpart A, Part 59], published in the Federal Register on June 3, 1980, are requirements of the Secretary, Department of Health and Human Services, in the provision of family planning services funded under Title X and implement the statute as authorized under Section 1001 of the Public Health Service Act.
92. **Title XIX** – Title XIX of Security Act 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 two eligible needy persons, Federal and State governments to assist States in the provision of adequate medical care.

93. **Title XXI** – 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 that 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).
94. **TTY/TDD** – A telecommunications instrument enabling those with communication disorders to communicate over telephone by using a keyboard or relay system. Also known as Teletype (TTY) or telephone device for the deaf (TDD).
95. **Validation** – The review of information, data, and procedures to determine the extent to which they are accurate, reliable, free from bias and in accord with standards for data collection and analysis.
96. **WIC** – A special supplemental program for Women Infants and Children, under Section 17 of the Child Nutrition Act of 1996.
97. **Youth Services Administration** – District agency responsible for administering services for youth who are in custody of the District as a result of criminal activities.
98. **24/7** – A term referring to continuous hours of operation and service, 24 hours a day, 7 days a week.

J.8 **ACRONYMS**

1. **ACEDS** – Automated Client Eligibility Determination System
2. **ADA** – Americans with Disabilities Act
3. **AMBHA** – American Managed Behavioral Healthcare Association
4. **APRA** – Addictions Prevention, and Recovery Administration
5. **CAHPS** – Consumer Assessment of Health Plans
6. **CARF** – Rehabilitation Accreditation Commission
7. **CASSIP** – Child and Adolescent DDI or SSI-Related Plans
8. **CLIA** – Clinical Laboratory Improvement Amendment
9. **CMS** – Centers for Medicare and Medicaid Services
10. **CO** – Contracting Officer
11. **COTR** – Contracting Officer Technical Representative
12. **CQI** – Continuous Quality Improvement Plan
13. **DBE** – Disadvantaged Business Enterprise
14. **DCHFP** – District of Columbia Healthy Families Program
15. **DHCF** – Department of Health Care Finance
16. **DME** - Durable Medical Equipment
17. **DMH** – District of Columbia Department of Mental Health
18. **DOES** – District of Columbia Department of Employment Services
19. **DOH** – Department of Health
20. **D-U-N-S** – Data-Universal-Numbering-System
21. **DUR** – Drug Utilization Review
22. **EOB** – Explanation of Benefits

23. **EPSDT** – Early Periodic Screening, Diagnosis, and Treatment
24. **ESA** – Employment Standards Administration
25. **EST** - Eastern Standard Time
26. **EVS** – Eligibility Verification System
27. **FFS** – Fee-For-Service
28. **FPL** – Federal Poverty Level
29. **FQHC** – Federally Qualified Health Center
30. **FTE** – Full Time Equivalent Employees
31. **HCBS** – Home and Community-Based Services
32. **HCDMA** – Health Care Delivery Management Administration
33. **HEDIS** – Health Plan Employer Data Information Set
34. **HIPAA** – Health Insurance Portability and Accountability Act
35. **HMO** – Home Maintenance Organization
36. **ICF/MR** – Intermediate Care Facilities for Mental Retardation
37. **IDEA** – Individuals with Disabilities Education Act
38. **IDIQ** – Indefinite Delivery Indefinite Quantity
39. **IFO** – Invitation for Offers
40. **IMA** – Income Maintenance Administration
41. **JCAHO** – Joint Commission on Accreditation of Healthcare Organizations
42. **LBE** – Local Business Enterprise
43. **LBOC** – Local Business Opportunity Commission
44. **LTC** – Long Term Care
45. **MCO** – Managed Care Organization

46. **MH** – Mental Health
47. **MIS** – Management Information System
48. **MMCP** – Medicaid Managed Care Program
49. **MOU** – Memorandum of Understanding
50. **NAIC** – National Association of Insurance Commissioners
51. **NCQA** – National Committee on Quality Assurance
52. **ODA** – Office on Disabilities and Aging
53. **OHRLBD** – Office of Human Rights and Local Business Development
54. **OIG** – Office of Inspector General, U.S. Department of Health and Human Services
55. **OTMP** – Outreach and Transition Monitoring Plan
56. **PBM** – Pharmacy Benefits Manager
57. **PCP** – Primary Care Physician
58. **PIHP** – Prepaid Inpatient Health Plan
59. **PMPM** – Per Member Per Month
60. **QI** – Quality Improvement
61. **RAP** – Resident Assessment Protocol
62. **RFP** – Request for Proposal
63. **SA** – Substance Abuse
64. **SCHIP** – State Children’s Health Insurance Program
65. **SOBRA** - Sixth Omnibus Budget Reconciliation Act
66. **SSI** – Supplemental Security Income
67. **TANF** – Temporary Assistance to Needy Families
68. **TTD** – Telephone Device for the Deaf

- 69. **TDL** – Technical Direction Letter
- 70. **TPL** – Third Party Liability
- 71. **TTY** – Teletype Device for the Deaf
- 72. **URAC** – Utilization Review Accreditation Commission
- 73. **YSA** – Youth Services Administration

J.9

HIPAA Privacy Compliance Regulations  
<http://www.hhs.gov/ocr/hipaa/finalreg.html>

J.10

HIPAA Security Compliance Regulations  
<http://www.hhs.gov/ocr/privacy/hipaa/administrative/securityrule/index.html>

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

- a corporation incorporated under the laws of the state of: \_\_\_\_\_
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the offeror is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in \_\_\_\_\_  
(Country)

**K.3 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS**

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the offeror for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Offeror \_\_\_\_\_ Date \_\_\_\_\_

Name \_\_\_\_\_ Title \_\_\_\_\_

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

\_\_\_\_\_ EXCLUDED END PRODUCTS  
\_\_\_\_\_ COUNTRY OF ORIGIN

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

Each offeror shall check one of the following:

- \_\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.
- \_\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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

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

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.

- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and
  - 3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.
- (b) Each signature of the offeror is considered to be a certification by the signatory that the signatory:
- 1) Is the person in the offeror's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
  - 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above:  
  

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*
- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
  - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

#### **K.7 TAX CERTIFICATION**

Each offeror must submit with its offer, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

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

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

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

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

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

**L.1 CONTRACT AWARD**

**L.1.1 MOST ADVANTAGEOUS TO THE DISTRICT**

The District intends to award a single contract resulting from this solicitation to the responsible Offeror 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 reserves the right to reject any or all proposals determined to be inadequate or unacceptable. The District may award contracts on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Offeror's best terms from a standpoint of cost or price, technical and other factors.

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

**L.2.1 PROPOSAL SUBMISSION**

Proposals must be submitted no later than 2:00 p.m. local time January 31, 2012. 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 Contracting Officer 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.2.2 WITHDRAWAL OR MODIFICATION OF PROPOSALS**

An Offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation

for submission of proposals, but not later than the closing date for receipt of proposals.

**L.2.3 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.2.4 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.2.5 LATE PROPOSALS**

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

**L.3 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective Offeror has any questions relative to this solicitation, the prospective Offeror shall submit the question in writing to the contact person, identified on page one. The prospective Offeror shall submit questions no later than **10** days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than **10** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective Offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective Offerors. Oral explanations or instructions given before the award of the contract will not be binding.

**L.4 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the Contracting Officer identified in G.7 by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting

Officer identified in G.7 of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer identified in G.7. that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

**L.5.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend: "This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."

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

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

**L.6 PROPOSALS WITH OPTION YEARS**

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

**L.7 PROPOSAL PROTESTS**

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

**L.8                   SIGNING OF OFFERS**

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

**L.9                    UNNECESSARILY ELABORATE PROPOSALS**

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

**L.10                 RETENTION OF PROPOSALS**

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

**L.11                 PROPOSAL COSTS**

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

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

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

**L.13                 CERTIFICATES OF INSURANCE**

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

Jacquelyn Alpert  
Contracting Officer  
899 N. Capitol St., N.E., 6<sup>th</sup> Floor  
Washington, DC 20002

202 442-9106  
jacquelyn.alpert@dc.gov

**L.14 ACKNOWLEDGMENT OF AMENDMENTS**

The Offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

**L.15 BEST AND FINAL OFFERS**

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

**L.16 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

**L.16.2** A copy of each District of Columbia license, registration or certification that the Offeror is required by law to obtain. This mandate also requires the Offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the Offeror is required by law to make such certification. If the Offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.16.3** If the Offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.17 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties, which may be encountered, and the conditions under which the work is to be accomplished. 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.18 STANDARDS OF RESPONSIBILITY**

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

**L.18.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

**L.18.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

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

**L.18.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.

**L.18.5** Evidence of a satisfactory performance record, record of integrity and business ethics.

**L.18.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.

**L.18.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.

**L.18.8** If the prospective contractor fails to supply the information requested, the Contracting Officer shall make the determination of responsibility or non-

responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the Contracting Officer shall determine the prospective contractor to be non-responsible.

**L.18.9 CORPORATE CAPABILITY**

As a matter of definitive responsibility, the Contractor shall

- a. Be independent as specified in 42 CFR 438.354(c);
- b. Be technically competent as specified in 42 CFR 438.354(b);
- c. Be a National Committee on Quality Assurance (NCQA) **Certified Health Plan Employer** Data and Information Set HEDIS<sup>®</sup> Survey Vendor (Applicable Document 17);
- d. Be a NCQA Certified HEDIS Compliance Auditor<sup>™</sup> (Applicable Document 16);
- e. Have at least five (5) years relevant experience performing external quality review and related activities;
- f. Have an office located in the District of Columbia at which the EQRO Project Director shall be located; and
- g. Provide office hours of operation from 8:15 a.m. to 4:45 p.m. (EST), Monday thru Friday.

**L.18.9.2 RESOURCES AND STAFFING**

The Contractor shall maintain sufficient physical, technological and financial resources to conduct utilization and quality control activities, which shall include:

- a. An office located in the District of Columbia at which the Project Director, Project Manager, and all review staff shall be located;
- b. Hours of operation from 8:15 a.m. to 4:45 p.m. (EST), Monday through Friday;
- c. Automated capability to receive requests for authorization after required hours of operation;
- d. Systems capabilities that meet the Information Systems requirements specified in C.3.3.10; and
- e. Financial resources and a positive financial net worth statement.

**L.18.9.2.1 Key Personnel**

The Contractor shall provide the following Key personnel to perform the requirements specified in the Contract:

- a. EQRO Project Director
- b. EQRO Medical Director
- c. EQRO Project Manager
- d. EQRO Quality Assurance Manager

**L.19 EXAMINATION OF SOLICITATION**

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

**L.20 GENERAL PROPOSAL SUBMISSION REQUIREMENTS**

**L.20.1** Offerors are directed to Sections M.1, Evaluation for Award, M.2, Technical Rating Scale, M.3, Evaluation Criteria, and M.4 Evaluation Factors and the interdependent relationship that exists between the Evaluation Factors described in Section M.4, the requirements described in Section C.3 of the solicitation and the instructions to Offerors that follow in Section L.

**L.20.2** Offerors shall prepare responses to fully address the Technical Proposal requirements as described below in Section L.22, and Price Proposal requirements as described in Section L.23.

**L.20.3** The information requested in Section L has been determined to be essential and will allow the District to assess the Offeror's knowledge, capabilities, and capacity to perform the requirements of the contract as described in Section C and in accordance with Sections M.1, M.2, M.3, M.4, and M.5 of the solicitation. The Offeror shall respond comprehensively to each evaluation factor by submitting the information as described in Section L.

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

**L.20.4.1** The Offeror shall prepare a cover letter for each volume to accompany its Technical Proposal and Price Proposal response. The cover letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the anticipated contract provisions. The cover letter shall clearly identify the contract requirements that it is responding to (i.e. Section C.3). An authorized representative of the Offeror shall sign the letter.

**L.20.4.2** Technical Proposal narratives shall not exceed seventy-five (75) pages, not including attachments and exhibits. The Price Proposal narrative shall not exceed twenty-five (25) pages, not including attachments and exhibits.

**L.20.4.3** The narrative sections of each volume shall be formatted as follows:

- a. Typewritten (8.5' by 11' bond paper);
- b. Single spaced;
- c. One sided;
- d. Pages of each proposal volume shall be numbered and identified with the Offeror's name, RFP number, and date (Subsequent revisions, if any, shall be similarly identified to show revision number and date);
- e. One-inch (or greater) margins;
- f. Six lines (or less) per inch, the equivalent of 12 point font (or larger), charts and graphics may be no less than 8 point font;
- g. Attachments are not included in the page limits for the narrative and shall be attached in the Appendix to Volume I; and
- h. Proposal narratives shall be logically ordered and provide cross-references to the requirement being addressed.

**L.20.4.4** The Technical and Price Proposal shall be electronically copied on separate CD ROM discs and separately included with their respective Volume I and Volume II proposals.

**L.20.5** One (1) original and ten (10) copies of the written proposal shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal".

**L.20.5.1** Each Volume I, Technical Proposal, and Volume II, Price Proposal, shall be submitted in separately sealed packaging conspicuously marked:

"Proposal in response to Solicitation No. POHC-2012-R-0000" and clearly labeled with the Offeror's name.

**L.21 COVER LETTER FOR TECHNICAL PROPOSAL (VOLUME I) AND PRICE PROPOSAL (VOLUME II)**

The Offeror shall prepare a cover letter for each volume to accompany its Technical Proposal and Price Proposal response. The cover letter shall state the Offeror's address and phone number for a contact person, and a statement regarding acceptance of the anticipated contract provisions. The cover letter shall clearly identify the contract requirements that it is responding to (i.e. Section C.3). An authorized representative of the Offeror shall sign the letter. The Offeror shall attach the completed certifications and acknowledgments specified in Section K of the solicitation to the Technical Proposal (Volume I).

**L.22 VOLUME I – TECHNICAL PROPOSAL INSTRUCTIONS**

**L.22.1 Technical Approach**

**L. 22.1.1 Project Approach**

**L.22.1.1.1 Narratives**

The Offeror shall provide a description on how the Offeror proposes to accomplish each of the requirements beginning with L.22 through L.25. For each requirement, the Offeror's narrative shall include at a minimum a description of the Offeror's technical approach and methodology to be used to complete the requirement and the rationale for selecting the approach.

- a. Required Activity 1: Determining MCO/PIHP Compliance with Medicaid Regulations and DHCF Contract Standards.

The Offeror shall describe its process to review each MCO/PIHP for compliance with Medicaid managed care regulations according to the standards established by the District in accordance with Section C.3.1.1.

- b. Required Activity 2: Validation of Performance Improvement Projects

The Offeror shall describe its process to validate performance improvement projects conducted by each MCO/PIHP in accordance with Section C.3.1.2.

- c. Required Activity 3: Validation of the MCOs and PIHPs Performance Measures

The Offeror shall describe its process for validating performance measures calculated by each MCO/PIHP as described in Section C.3.1.3.

- d. Required Activity 4: Technical Assistance

The Offeror shall describe its process for providing technical assistance to the COTR and MCO/PIHPs as described in Section C.3.1.4.

- e. Required Activity 5: Aggregated Analysis and Evaluation

The Offeror shall describe its process for analyzing and evaluating aggregated information on quality to DHCF and each MCO/PIHPs as described in Section C.3.1.5.

- f. Optional Activity 1: Validate the Encounter Data Reported by the MCOs and PIHP

The Offeror demonstrates the ability to validate encounter data reported by each MCO/PIHP and perform the requirements of Section C.3.2.1.

- g. Optional Activity 2: Consumer Surveys

The Offeror shall describe its process for administering consumer surveys as described in Section C.3.2.2.

- h. Optional Activity 3: Calculation of Performance Measures

The Offeror shall describe its process for identifying additional performance measures to be calculated as described in Section C.3.2.3.

- i. Optional Activity 4: Other Focused Studies

The Offeror demonstrates the ability to design and conduct other focused studies on quality that are relevant and describe its process for identifying and conducting other focused studies as described in Section C.3.2.4.

- j. Optional Activity 5: Validate MCO and PIHP EPSDT Measures

The Offeror demonstrates the ability to validate EPSDT Screening Rates for each MCO/PIHP and perform the requirements of Section C.3.2.5.

- k. External Quality Review Related Activities

The Offeror shall provide a plan for fulfilling the EQR related activities under Section C.3.3.

#### **L.22.1.1.2 Project Approach – Attachments**

The Offeror shall provide at a minimum the following attachments:

- a. Conceptual Work Plan as described in Section C.3.3.1;
- b. Conceptual Template for the following reports:
  - 1. Progress Report as described in Section C.3.3.2.2;
  - 2. External Quality Review Report as described in Section C.3.3.2.3;

- c. Conceptual Internal Quality Improvement and Management Plan as described in Section C.3.3.6.1;
- d. Conceptual Information Systems Manual as described in Section C.3.3.9.4;
- e. Conceptual Disaster Recovery Plan as described in Section C.3.3.9.7;
- f. Conceptual Consumer Surveys Report as described in Section C.3.2.2;
- g. Review tools for conducting MCO/PIHP compliance reviews as described in Section C.3.1.1.2; and
- h. Conceptual procedures for validating the EPSDT screening rate.

**L.22.1.2 Project Understanding**

**L.22.1.2.1 Narrative**

The Offeror shall provide an executive summary or narrative summary of the Offeror's understanding of the objectives of this solicitation, an overview of the mission and goals of the Offeror's organization, and how the Offeror's mission and goals relate to their understanding of the goals of the EQR process. The Offeror should discuss any potential project constraints and its approach to overcoming those constraints.

**L.22.2 Technical Expertise**

**L.22.2.1 Staffing Qualifications**

**L.22.2.1.1 Narrative**

The Offeror shall provide a narrative to describe the Offeror's philosophy to obtain, provide, and retain the necessary staff to perform the requirements including the key personnel and other staff described in C.3.3.9.1 and C.3.3.9.2.

**L.22.2.1.2 Attachments**

- a. The Offeror shall a list of the names and attach the resume for key personnel and other staff as described in Sections C.3.3.8.1 and C.3.3.8.2. The Offeror shall provide information on the relevant experience and background of the key personnel.
- b. The Offeror shall provide a staffing plan that demonstrates the Offeror's ability to meet the staffing requirements as described in Section C.3.3.8.
- c. The Offeror shall provide a corporate organization chart showing the reporting relationship within the Contractor's organization as related to this solicitation. The organizational chart shall include the key functions of the Offeror's organization.

- d. The Offeror shall provide functional Position Descriptions for each position appearing on the Offeror's organizational chart.
- e. The Offeror shall provide a description of the Staff Development and Training provided and required of staff including frequency, technical areas included and course outlines.

**L.22.3 Past Performance**

**L.22.3.1 References**

**L.22.3.1.1** The Offeror shall provide a list all business references for the Offeror and subcontractor(s), if any, that the Offeror has provided services similar in size and scope to those described in Section C.

**L.22.3.1.2** The list shall include the name of the contracting entity, contract type, total contract value, and a name, address and telephone number of the project officer or contact person.

**L.22.3.1.3** The Past Performance Evaluation Form attached in Section J.14 shall be sent by the Contractor to each business reference listed to be returned directly to the contact person listed on page 1 prior to the closing date for proposals.

**L.22.3.2 Prior Experience**

**L.22.3.2.1** The Offeror shall provide a description of its expertise in performing external quality review and related activities for state Medicaid agencies and other purchasers similar in size and scope to those described in Section C.

**L.22.3.2.2** The Offeror shall provide a description of the work performed, the length and dates of the contract, the staff allocated, the work undertaken, and the deliverables produced.

**L.23 VOLUME II– PRICE PROPOSAL INSTRUCTIONS**

**L.23.1 Price Proposal Instructions**

**L.23.1.1** The Offeror shall complete and include a Price Proposal as Volume II.

**L.23.1.2** 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.15 is met.

**L.23.1.3** This pro-forma contract budget will show the “total costs” that the Offeror anticipates incurring in the performance of the contract requirements.

**L.23.1.4** The total budget must be fully explained by the Offeror in a budget narrative and include the following:

**L.23.1.4.1** If the Offeror currently operates a Medicaid contract in the District and the budget costs are different than the Offeror's current experience, please provide an explanation.

**L.23.1.4.2** Describe the Offeror's contingency plans, should costs be greater than expected.

**L.24** The Offeror must provide a detailed Subcontracting plan as its Proposal. This is applicable to prime contractors that are not an LBE, DBE, RBO or one that is located in an enterprise zone.

**L.25 PRE-PROPOSAL CONFERENCE**

A pre-proposal conference will be held at **1:00 p.m.** on, **January 18, 2011, 2011** at 899 North Capitol Street NE, Suite 600 , Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending Offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded. Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the Department's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective Offerors who are listed on the official Offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dcgov.org](http://www.ocp.dcgov.org).

**SECTION M**  
**EVALUATION FACTORS FOR AWARD**

**M.1 EVALUATION FOR AWARD**

The District will make award to the responsible Offeror whose offer conforms to the solicitation and is the most advantageous to the District, cost or price and technical factors listed below considered. For this solicitation, technical approach and past performance/previous experience are more important than technical capacity and cost or price. As proposals become more equal in their technical merit, the evaluated cost or price becomes more important.

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

**M.2 TECHNICAL RATING SCALE**

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

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

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

**M.3 EVALUATION CRITERIA**

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

**M.3.1** The technical evaluation criteria set forth below have been developed by agency technical personnel and have been tailored to the requirements of this particular solicitation. The Contractor is informed that these criteria will serve as the standard against which all proposals will be evaluated and serve to establish the evaluation criteria including the evaluation factors and significant sub factors which the Contractor should specifically address in complying with the requirements of the solicitation as described in Section C and instructions and notices to Offerors described in Section L.

**M.3.2** The relative probabilities of the Offeror to accomplish the requirements of the solicitation will be evaluated based on the specific information requested in Section L in accordance with the evaluation factors described below. The Contractor should respond to each factor and significant sub factor in a way that will allow the District to evaluate the Contractor’s response. The scoring for each evaluation factor will be based on the District’s determination of the degree to which the Offeror satisfies the requirements within the evaluation factor and significant sub factors. Deficiencies and weaknesses identified in the proposal as well as the District’s risk will also be considered. The evaluation factors and significant sub factors, point value and relative importance follows.

**M.4 EVALUATION FACTORS**

<b>TECHNICAL EVALUATION FACTORS 0 – 80 POINTS</b>		
EVALUATION FACTOR/ SIGNIFICANT SUBFACTOR	POINT VALUE	RELATIVE IMPORTANCE
<b>Technical Approach</b>	<b>0 - 40</b>	<b>Technical Approach</b> is more important than Technical Expertise, Past Performance/Previous Experience and Price
Project Approach	0 - 30	
Project Understanding	0 - 10	
<b>Technical Expertise</b>	<b>0 - 20</b>	<b>Technical Expertise</b> is less important than Technical Approach and equally important as Past Performance/Previous Experience and Price
Staff Qualifications	0 - 15	
Staffing Plan	0 - 5	

<b>Past Performance/ Previous Experience</b>	<b>0 - 20</b>	<b>Past Performance/Previous Experience</b> is less important than Technical Approach and equally as important as Technical Expertise and Price.
Past Performance	0-15	
Previous Experience	0-5	
<b>PRICE POINTS</b> <b>0 – 20</b>		
<b>Price</b>	<b>0 - 20</b>	<b>Price</b> is less important than Technical Approach and equally as important as Technical Expertise and Past Performance/Previous Experience
<b>PREFERENCE POINTS</b> <b>0 – 12</b>		
<b>Preference Points</b>	<b>0 - 12</b>	<b>Preference Points</b> as described in M.6
Small Business Enterprise (SBE)	3	
Resident Owned Business (ROB)	3	
Longtime Resident Business (LRB)	10	
Local Business Enterprise (LBE)	2	
Disadvantaged Business Enterprise located in an Enterprise Zone	2	
Disadvantaged Business Enterprise (DBE)	2	

**M.5 EVALUATION OF OPTIONS**

**M.6 PREFERENCES FOR LOCAL BUSINESSES, DISADVANTAGED BUSINESSES, RESIDENT-OWNED BUSINESSES, SMALL BUSINESSES, LONGTIME RESIDENT BUSINESSES, OR LOCAL BUSINESSES WITH PRINCIPAL OFFICES LOCATED IN AN ENTERPRISE ZONE**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005” (the Act), Title II, Subtitle N, of the “Fiscal Year 2006 Budget Support Act of 2005”, D,C, Law 16-33, effective October 20, 2005, the District shall apply preferences in evaluating bids or proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.6.1 REQUIRED SMALL BUSINESS ENTERPRISE (SBE) SUBCONTRACTING SET-ASIDE**

**50%** of the total dollar value of this contract has been set-aside for performance through subcontracting with businesses certified by the Small and Local Business

Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable, as small business enterprises. Any prime contractor responding to this solicitation shall submit within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. Once the plan is approved by the contracting officer, changes will only occur with the prior written approval of the contracting officer and the Director of DSLBD.

**M.6.2 GENERAL PREFERENCES**

For evaluation purposes, the allowable preferences under the Act for this procurement are as follows:

**M.6.2.1** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a small business enterprise (SBE) certified by the Small and Local Business Opportunity Commission (SLBOC) or the Department of Small and Local Business Development (DSLBD), as applicable;

**M.6.2.2** Three percent reduction in the bid price or the addition of three points on a 100-point scale for a resident-owned business enterprise (ROB) certified by the SLBOC or the DSLBD, as applicable;

**M.6.2.3** Ten percent reduction in the bid price or the addition of ten points on a 100-point scale for a longtime resident business (LRB) certified by the SLBOC or the DSLBD, as applicable;

**M.6.2.4** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise (LBE) certified by the SLBOC or the DSLBD, as applicable;

**M.6.2.5** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a local business enterprise with its principal office located in an enterprise zone (DZE) and certified by the SLBOC or the DSLBD, as applicable; and

**M.6.2.6** Two percent reduction in the bid price or the addition of two points on a 100-point scale for a disadvantaged business enterprise (DBE) certified by the SLBOC or the DSLBD, as applicable.

**M.6.3 APPLICATION OF PREFERENCES**

The preferences shall be applicable to prime contractors as follows:

**M.6.3.1** Any prime contractor that is an SBE certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to an Invitation for Bids (IFB) or the addition

of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to a Request for Proposals (RFP).

- M.6.3.2** Any prime contractor that is an ROB certified by the SLBOC or the DSLBD, as applicable, will receive a three percent (3%) reduction in the bid price for a bid submitted by the ROB in response to an IFB or the addition of three points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to an RFP.
- M.6.3.3** Any prime contractor that is an LRB certified by the SLBOC or the DSLBD, as applicable, will receive a ten percent (10%) reduction in the bid price for a bid submitted by the LRB in response to an IFB or the addition of ten points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to an RFP.
- M.6.3.4** Any prime contractor that is an LBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to an RFP.
- M.6.3.5** Any prime contractor that is an DZE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to an RFP.
- M.6.3.6** Any prime contractor that is a DBE certified by the SLBOC or the DSLBD, as applicable, will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to an IFB or the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to an RFP.

**M.6.4** **MAXIMUM PREFERENCE AWARDED**

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

**M.6.5** **PREFERENCES FOR CERTIFIED JOINT VENTURES**

When the SLBOC or the DSLBD, as applicable, certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are

certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.6.6 VENDOR SUBMISSION FOR PREFERENCES**

**M.6.6.1** Any vendor seeking to receive preferences on this solicitation must submit at the time of, and as part of its bid or proposal, the following documentation, as applicable to the preference being sought:

**M.6.6.1.1** Evidence of the vendor's or joint venture's certification by the SLBOC as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of all relevant letters of certification from the SLBOC; or

**M.6.6.1.2** Evidence of the vendor's or joint ventures provisional certification by the DSLBD as an SBE, LBE, DBE, DZE, LRB, or RBO, to include a copy of the provisional certification from the DSLBD.

**M.6.6.2** 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: LSDBE Certification Program  
441 Fourth Street, N.W., Suite 970N  
Washington, DC 20001

**M.6.6.3** All vendors are encouraged to contact the DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6.7 SUBCONTRACTING PLAN**

Any prime contractor responding to a solicitation in which there is an SBE subcontracting set-aside, shall submit, within 5 days of the contracting officer's request, a notarized statement detailing its subcontracting plan. The submission of Subcontracting Plan(s) shall be a matter of responsibility. The District may require supplementation of the Subcontracting Plan up to the time of award. Each subcontracting plan shall include the following:

**M.6.7.1** A description of the goods and services to be provided by SBEs;

**M.6.7.2** A statement of the dollar value of the bid or proposal that pertains to the subcontracts to be performed by the SBEs;

**M.6.7.3** The names and addresses of all proposed subcontractors who are SBEs;

**M.6.7.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

- M.6.7.5** A description of the efforts the prime contractor will make to ensure that SBEs will have an equitable opportunity to compete for subcontracts;
- M.6.7.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- M.6.7.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- M.6.7.8** List 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 include assurances that the prime contractor will make such records available for review upon the District's request; and
- M.6.7.9** A description of the prime contractor's recent effort to locate SBEs and to award subcontracts to them.

**M.6.8 ENFORCEMENT AND PENALTIES FOR WILLFUL BREACH OF SUBCONTRACTING PLAN**

The willful breach by a contractor of a subcontracting plan for utilization of local, small, or disadvantaged businesses in the performance of a contract, the failure to submit any required subcontracting plan monitoring or compliance report, or the deliberate submission of falsified data may be enforced by the DSLBD through the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to local, small, or disadvantaged businesses, whichever is greater, for each such breach, failure, or falsified submission.

**M.7 EVALUATION OF PROMPT PAYMENT DISCOUNT**

- M.7.1** 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.7.2** 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.

