DISTRIBUTION OF COLUMBIA

HUMAN CARE AGREEMENT

1. HUMAN CARE AGREEMENT NUMBER
RM-18-RFQ-SUDO-020-XXX-BY4-JM

2. REQUISITION/PURCHASE REQUEST NO.
TBA

3. DATE OF AWARD
TBA

4. ISSUED BY
OFFICE OF CONTRACTING AND PROCUREMENT
DEPARTMENT OF BEHAVIORAL HEALTH
64 New York Avenue NE, 2nd Floor (west)
Washington, DC 20002
Phone: (202) 671-3171
Fax: (202) 671-3177
TTY: (202) 673-7500

5. ADMINISTERED BY (If other than Item No. 4):
Department of Behavioral Health 64 New York Avenue NE, 3rd Floor
Washington, DC 20002
Phone: (202) 673-2200
Fax: (202) 673-3433
TTY: (202) 673-7500
Email: dbh@dc.gov

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL CLAIMS/INVOICES TO:
(Reference Section G)

8. DISTRICT SHALL SEND ALL PAYMENTS TO:

9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

<table>
<thead>
<tr>
<th>ITEM/LINE NO.</th>
<th>NIGP CODE</th>
<th>BRIEF DESCRIPTION OF HUMAN CARE SERVICE</th>
<th>QUANTITY OF SERVICE REQUIRED</th>
<th>TOTAL SERVICE UNITS</th>
<th>SERVICE RATE</th>
<th>TOTAL AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>XXX-XX-XX</td>
<td></td>
<td>See section B</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Total $  
Total From Any Continuation Pages $  
GRAND TOTAL NOT TO EXCEED $  

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION CITED ON EACH ISSUED PURCHASE ORDER

11. PERIOD OF HUMAN CARE AGREEMENT
Starting Date: * See Box 13.e*  
Ending Date: One Year from Date of Award

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider/Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/CONTRACTOR
A. Name and Title of Signer (Type or print)
Name:  
Title:  
B. Signature of PROVIDER/CONTRACTOR, or representative:
C. Date:

13. FOR THE DISTRICT OF COLUMBIA
A. Name of Contracting Officer (Type or print)
Name: Margaret T. Desper, CPPB
Title: Contracting Officer
B. Signature of CONTRACTING OFFICER:
C. Date:

Page 1 of 65
SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

B.1 The Government of the District of Columbia, on behalf of the Department of Behavioral Health (DBH) is seeking to award one or multiple Human Care Agreements (hereinafter referred to as “HCA”) to eligible SUD Treatment Providers that are CERTIFIED by DBH’s Office of Accountability (OA) to provide SUD Outpatient treatment services known as Adult Substance Abuse Rehabilitative Services (ASARS). Certified ASARS Providers must have an active certification for the level of care (LOC) and/or services rendered, and be in good standing. The Human Care Procurement Provision of the Procurement Practices Reform Act of 2010, as amended, (D.C. Official Code §§ 2-351.04(37) and (68) and 2-354.06), provides for the ability to qualify and be certified as a Chapter 63 Title 22-A 62 37 DCR 012056 Certification Standards for SUD Treatment and Recovery Providers. The use of the term “Contract” in this document refers to this Human Care Agreement that has been awarded by the District. The terms Provider, Vendor and Contractor are used interchangeably.

B.2 The Human Care Agreement is not a commitment by the District to purchase any quantity of a particular service covered under this HCA. Providers who are awarded HCAs will be eligible to receive task orders from the District. The District is obligated only to the extent that purchase orders or task orders are made pursuant to the HCA.

B.3 Delivery or performance shall be made only as authorized through the DBH Consumer Management system under task orders in accordance with Section G.

B.3.1 The purchase order or task order pursuant to this HCA shall specify the population to be served, location and service type to the Provider who shall furnish. The scope of the services to be provided is specified in Section C of this Human Care Agreement (HCA), and shall also require the Provider to possess and maintain the required certification during the performance of an HCA. There is no limit on the number of orders that may be issued. The District may issue task orders requiring delivery to multiple destinations or performance at multiple locations.

B.3.2 The Human Care Agreement awarded as a result of the RFQ process shall govern the Provider’s and District’s rights and obligations with respect to that purchase order or task order.

B.3.3 The maximum ceiling amount of the Human Care Agreement is not to exceed $950,000.00.

B.4 SERVICE RATES

The Rate of Payment for services rendered in accordance with a purchase order shall be at the rates contained in Section B.5, Pricing Schedules, which have been established in 22DCMR Chapter A-64, Reimbursement Rates for Services provided by the Department of Behavioral Health Certified SUD Providers. The total number of service units
authorized by DBH shall be subject to medical necessity in accordance with the benefits established in 22 DCMR Chapter 63, Certification Standards for SUD Treatment and Recovery Providers.

B.5 SCHEDULE B - PRICING SCHEDULE

B.5.1 The current published rate shall apply for any Base Year Human Care Agreement award and any District exercised option year (Option Year One – Four).

B.5.1.2 The maximum not to exceed value of the Base Year and any subsequent Option Year Period (One, Two, Three, and Four) is not to exceed $950,000.00.

| DCMR, Title 22A, Chapter 64 | Reimbursement Rates for Services Provided by the Department of Behavioral Health Chapter 63 Certified Substance Use Disorder Treatment Providers |

B.5.2 REIMBURSEMENT RATE

Reimbursement for SUD Outpatient Treatment services shall be as follows:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>CODE</th>
<th>RATE per UNIT</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urinalysis (Laboratory) *Contracted Vendor(s) Only</td>
<td>H0003</td>
<td>15.00</td>
<td>Per service</td>
</tr>
<tr>
<td>Breathalyzer Collection</td>
<td>H0048</td>
<td>8.80</td>
<td>Per service</td>
</tr>
<tr>
<td>Urinalysis Collection</td>
<td>H0048LR</td>
<td>8.80</td>
<td>Per service</td>
</tr>
<tr>
<td>Case Management</td>
<td>H0006</td>
<td>21.97</td>
<td>15 min.</td>
</tr>
<tr>
<td>Case Management (HIV)</td>
<td>H0006HKHF</td>
<td>21.97</td>
<td>15 min.</td>
</tr>
<tr>
<td>Clinical Care Coordination</td>
<td>T1017HF</td>
<td>26.42</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Group</td>
<td>H0005</td>
<td>8.00</td>
<td>15 min.</td>
</tr>
<tr>
<td>SERVICE</td>
<td>CODE</td>
<td>RATE per UNIT</td>
<td>UNIT</td>
</tr>
<tr>
<td>---------------------------------------------------------</td>
<td>---------</td>
<td>---------------</td>
<td>------</td>
</tr>
<tr>
<td>Counseling, Group, Psycho-educational</td>
<td>H2027HQ</td>
<td>6.65</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Group, Psycho-educational (HIV)</td>
<td>H2027HQHF</td>
<td>6.65</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Individual, On-site, Behavioral Health Therapy</td>
<td>H0004HF</td>
<td>26.42</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Family with Client</td>
<td>H0004HFHR</td>
<td>26.42</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Family without Client</td>
<td>H0004HFHS</td>
<td>26.42</td>
<td>15 min.</td>
</tr>
<tr>
<td>Crisis Intervention</td>
<td>H0007HF</td>
<td>36.93</td>
<td>15 min.</td>
</tr>
<tr>
<td>Short-term MMIWM</td>
<td>H0010</td>
<td>605.00</td>
<td>Per diem</td>
</tr>
<tr>
<td>Behavioral Health Screening, Initial, Determine eligibility *for inpatient detox facilities only</td>
<td>H0002HF</td>
<td>85.34</td>
<td>Per service</td>
</tr>
<tr>
<td>Behavioral Health Assessment, on-going, Risk Rating</td>
<td>H0002TG</td>
<td>140.00</td>
<td>Per service</td>
</tr>
<tr>
<td>Diagnostic Assessment, Comprehensive, Adult</td>
<td>H0001</td>
<td>256.02</td>
<td>Per service</td>
</tr>
<tr>
<td>Diagnostic Assessment, Brief, Modify Tx Plan</td>
<td>H0001TS</td>
<td>85.34</td>
<td>Per service</td>
</tr>
<tr>
<td>Medication Assisted Treatment, Methadone, Clinic</td>
<td>H0020</td>
<td>8.58</td>
<td>Dose</td>
</tr>
<tr>
<td>SERVICE</td>
<td>CODE</td>
<td>RATE per UNIT</td>
<td>UNIT</td>
</tr>
<tr>
<td>------------------------------------------------------------------------</td>
<td>------------</td>
<td>---------------</td>
<td>------------</td>
</tr>
<tr>
<td>or Take Home</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Medication Assisted Therapy, Administration</td>
<td>H0020HF</td>
<td>8.58</td>
<td>Per Service</td>
</tr>
<tr>
<td>Medication Management, Adult</td>
<td>H0016</td>
<td>44.65</td>
<td>15 min.</td>
</tr>
<tr>
<td>Multi-systemic Therapy for Transition Age Youth (TAY) (ACRA) (ages 21 – 24)</td>
<td>H2033HF</td>
<td>57.42</td>
<td>15 min.</td>
</tr>
</tbody>
</table>

SOURCE: Final Rulemaking published at 63 DCR 6936 (May 6, 2016).

REIMBURSEMENT RATE FOR CLIENTS WHO ARE DEAF OR HARD-OF-HEARING

Reimbursement for substance abuse services provided to clients who are deaf or hard-of-hearing by a provider certified to provide services to clients who are deaf or hard-of-hearing shall be as follows:

<table>
<thead>
<tr>
<th>SERVICE</th>
<th>CODE</th>
<th>RATE per UNIT</th>
<th>UNIT</th>
</tr>
</thead>
<tbody>
<tr>
<td>Urinalysis (Laboratory)</td>
<td>H0003HK</td>
<td>15.00</td>
<td>Per service</td>
</tr>
<tr>
<td>Breathalyzer Collection</td>
<td>H0048HK</td>
<td>11.88</td>
<td>Per service</td>
</tr>
<tr>
<td>Urinalysis Collection</td>
<td>H0048LRHK</td>
<td>11.88</td>
<td>Per service</td>
</tr>
<tr>
<td>Case Management</td>
<td>H0006HK</td>
<td>29.66</td>
<td>15 min.</td>
</tr>
<tr>
<td>Case Management (HIV)</td>
<td>H0006HKHFHV</td>
<td>29.66</td>
<td>15 min.</td>
</tr>
<tr>
<td>SERVICE</td>
<td>CODE</td>
<td>RATE per UNIT</td>
<td>UNIT</td>
</tr>
<tr>
<td>----------------------------------------------</td>
<td>-------------</td>
<td>---------------</td>
<td>-------</td>
</tr>
<tr>
<td>Clinical Care Coordination</td>
<td>T1017HFHK</td>
<td>35.67</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Group</td>
<td>H0005HK</td>
<td>10.80</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Group, Psycho-educational</td>
<td>H2027HQHK</td>
<td>8.97</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Group , Psycho-educational (HIV)</td>
<td>H2027HQHFHK</td>
<td>8.97</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Individual, On-site, Behavioral Health Therapy</td>
<td>H0004HFHK</td>
<td>35.68</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Individual, Off-site</td>
<td>H0004HFTNHK</td>
<td>37.06</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Family with Client</td>
<td>H0004HFHRHK</td>
<td>35.68</td>
<td>15 min.</td>
</tr>
<tr>
<td>Counseling, Family without Client</td>
<td>H0004HFHSHK</td>
<td>35.68</td>
<td>15 min.</td>
</tr>
<tr>
<td>Crisis Intervention</td>
<td>H0007HFHK</td>
<td>49.85</td>
<td>15 min.</td>
</tr>
<tr>
<td>Short-term MMIWM</td>
<td>H0010HK</td>
<td>816.75</td>
<td>Per diem</td>
</tr>
<tr>
<td>Behavioral Health Screening, Initial, Determine eligibility</td>
<td>H0002HFHK</td>
<td>115.21</td>
<td>Per service</td>
</tr>
<tr>
<td>Behavioral Health Assessment, on-going, Risk Rating</td>
<td>H0002TGHK</td>
<td>189.00</td>
<td>Per service</td>
</tr>
<tr>
<td>Diagnostic Assessment, Comprehensive, Adult</td>
<td>H0001HK</td>
<td>345.63</td>
<td>Per service</td>
</tr>
<tr>
<td>SERVICE</td>
<td>CODE</td>
<td>RATE per UNIT</td>
<td>UNIT</td>
</tr>
<tr>
<td>---------------------------------------------------</td>
<td>----------</td>
<td>---------------</td>
<td>---------</td>
</tr>
<tr>
<td>Diagnostic Assessment, Brief, Modify Treatment Plan</td>
<td>H0001TSHK</td>
<td>115.21</td>
<td>Per Service</td>
</tr>
<tr>
<td>Medication Assisted Treatment, Methadone, Clinic or Take Home</td>
<td>H0020HK</td>
<td>8.58</td>
<td>Dose</td>
</tr>
<tr>
<td>Medication Assisted Therapy, Administration</td>
<td>H0020HFHK</td>
<td>11.58</td>
<td>Service</td>
</tr>
<tr>
<td>Medication Management, Adult</td>
<td>H0016HK</td>
<td>60.28</td>
<td>15 min.</td>
</tr>
<tr>
<td>Multi-systemic Therapy for Transition Age Youth (TAY) (ACRA) (ages 21 – 24)</td>
<td>H2033HFHK</td>
<td>77.52</td>
<td>15 min.</td>
</tr>
<tr>
<td>Youth ACRA ages 12-20.</td>
<td>H2033HAHF</td>
<td>57.42</td>
<td>Per Service</td>
</tr>
</tbody>
</table>

SOURCE: Final Rulemaking published at 63 DCR 6936 (May 6, 2016).

***END OF SECTION B***
SECTION C: DESCRIPTION/SPECIFICATIONS/STATEMENT OF WORK

BACKGROUND

The Department of Behavioral Health (DBH) provides prevention, intervention, treatment services and supports for children, youth, and adults with mental health and/or substance use disorders including emergency psychiatric care, detoxification, and community-based outpatient services. DBH serves more than 22,000 adults, children and youth, and their families each year through a network of community-based providers and unique government delivered services.

C.1 GENERAL REQUIREMENTS

The Providers shall provide Substance Use Disorder Outpatient Treatment Services to Clients that are in the Drug Treatment Choice Program (DTCP) that have been referred by DBH in accordance with the terms of the HCA and the Provider’s capacity for Level 1 and 2.

C.2 DEFINITIONS

C.2.1 American Society of Addiction Medicine (ASAM) - is a professional society representing over 3,000 physicians and associated professionals dedicated to increasing access and improving the quality of addiction treatment; educating physicians, other medical professionals and the public; supporting research and prevention; and promoting the appropriate role of physicians in the care of patients with addictions.

C.2.2 District’s Automated Treatment Accounting (DATA) system - It is the electronic health record for DBH-certified ASARS providers.

C.2.3 CMS - the Center for Medicare and Medicaid Services formerly the Health Care Financing Administration (HCFA)

C.2.4 Certification - the written authorization from DBH allowing an entity to provide specified SUD treatment.

C.2.5 Certification Application - the application and supporting materials prepared and submitted to DBH Division of Certification, requesting certification to provide certain substance use disorder treatment services and mental health supports.

C.2.6 Clients/Consumers – Adults and youth who seek or receive substance use disorder treatment services or supports funded or regulated by DBH.

C.2.7 Co-occurring Capable - the capacity of a substance use disorder, mental health, or dually licensed program to design its policies, procedures, screening, assessment, program content, treatment planning, discharge planning, interagency relationships, and staff competencies to, at a minimum, coordinate parallel co-occurring disorder services to individuals and families who present for care within the context of the program’s mission, design, licensure, and resources.
C.2.8 **DSM 5** - The currently utilized version of the Diagnostic and Statistical Manual of Mental Disorders D.C. Official Code § 7-1131.02 (9).

C.2.9 **Evidence-Based Practice (EBP)** – is any prevention or treatment practice that has been established as effective through scientific research according to a set of explicit criteria (Drake et al., 2001). These are interventions that, when consistently applied, consistently produce improved client outcomes. EBP is also a process in which the practitioner combines well-researched interventions with clinical experience, ethics, client preferences, and culture to guide and inform the delivery of treatments and services. For the purpose of this agreement, a practice shall be considered evidence-based if it appears on the National Registry of Evidence-based Programs and Practices (NREPP) produced by the Substance Abuse and Mental Health Services Administration (SAMHSA). To be selected by the Provider signing this agreement, an EBP must be validated for use with a population which aligns with those seeking treatment with the Providers (e.g., client age, level of care, treatment setting).

C.2.10 **Human Care Agreement** - The written agreement entered into by the DBH-certified substance use disorder treatment service Provider and DBH which describes how the parties will work together for service delivery and other expectations.

C.2.11 **Individual Treatment Plan (ITP)** - Is a written document developed by the appropriate service provider staff with the participation of the client with a substance use disorder and if applicable, the client's guardian, which specifies the client's diagnosis, strengths, barriers, goal(s) and service needs to be addressed, the objectives for the services and the planned interventions for achieving these goals.

C.2.12 **Medicaid or Medical Assistance** - the program described in the District State Medicaid Plan, approved by HCFA and administered by the MAA pursuant to District Code § 1-359(b) and Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. § 1396a et seq.).

C.2.13 **National Registry of Evidence-based Programs and Practices (NREPP)** - is a searchable online registry of mental health and substance use disorder interventions that have been reviewed and rated by independent reviewers. The purpose of this registry is to assist the public in identifying scientifically based approaches to preventing and treating mental and/or substance use disorders that can be readily disseminated to the field.

C.2.14 **Provider** - an organization that is licensed and/or certified by DBH to provide substance use disorder (ASARS) services and support. Provider is also used in this agreement to refer to the entity to which a Human Care Agreement has been awarded.

C.2.16 **Subcontractor Agreement** - an agreement in the form approved by the Department by and between a DBH-certified Provider and a Subcontractor that describes how they will work together to benefit Clients.

C.2.17 **Sub provider** - an entity certified by the Department to provide one or more Core Service(s) through an Affiliation Agreement with a certified provider.

C.2.18 **Substance Abuse and Mental Health Services Administration (SAMHSA)** – Is a federal agency responsible for decreasing the impact of substance use disorder and mental disorders.

C.2.19 **Substance Use Disorder** - is a disorder in which the recurring use of one or more substances leads to a clinically and functionally significant impairment or distress such as health problems, disability, and failure to meet major responsibilities at work, school, or home. According to the DSM-5, a diagnosis of substance use disorder is based on evidence of impaired control, social impairment, risky use, and pharmacological criteria.

C.2.20 **Title XIX** - Title XIX of the Social Security Act, as amended July 30, 1965 (79 Stat. 343; 42 U.S.C. §1396a et seq.) as amended from time to time. Title XIX contains the federal requirements for the Medicaid program.

For service definitions, please see section C.4.9

C.3 **APPLICABLE DOCUMENTS**

C.3.1 Providers shall at all times provide services in accordance with the following:

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Document Type</th>
<th>Title</th>
<th>Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>DCMR, Title 22A, Chapter 64</td>
<td>Reimbursement Rates for Services Provided by the Department of Behavioral Health Certified Substance Abuse Providers</td>
<td>2016</td>
</tr>
<tr>
<td>3</td>
<td>DCMR, Title 22, Chapter 63</td>
<td>Certification Standards for Substance Use Disorder Treatment and Recovery Providers.</td>
<td>2015</td>
</tr>
<tr>
<td>4</td>
<td>DCMR, Title 29, Chapter 24</td>
<td>Substance Abuse Provider Certification Infractions</td>
<td>2005</td>
</tr>
<tr>
<td>5</td>
<td>DBH Policy #: 716.3</td>
<td>Mandatory Drug and Alcohol Testing of Employees who Serve Children or Youth</td>
<td>2013</td>
</tr>
<tr>
<td>6</td>
<td>DBH Policy #: 716.4</td>
<td>Criminal Background and Traffic Record Check Program</td>
<td>2013</td>
</tr>
<tr>
<td>8</td>
<td>RESERVED</td>
<td></td>
<td></td>
</tr>
<tr>
<td>9</td>
<td>42 CFR, Part 2</td>
<td>Confidentiality of Alcohol and Drug Abuse Patient Records</td>
<td>1990</td>
</tr>
</tbody>
</table>
### C.3.2 Access to Online Documents


**C.3.2.2** The D.C. Code is available online on the website of the Council of the District of Columbia, [www.dccouncil.us](http://www.dccouncil.us).


**C.3.2.4** The DCMR is available on the website of the Office of the Secretary of the District of Columbia, [www.os.dc.gov](http://www.os.dc.gov), as is the D.C. Register, in which amendments to the DMCR are published.

### C.4 PROVIDER PERFORMANCE REQUIREMENTS

**C.4.1** The Providers shall provide SUD treatment services to all Clients, according to Chapter 63, that have been referred by DBH, in accordance with the terms of the HCA and the Provider's capacity.

**C.4.2** The Provider shall ensure that all Clients are connected with community services that will help promote long-term recovery prior to discharge.

**C.4.3** The Provider shall ensure that all Clients have an assessment/diagnostic and treatment plan, an individual treatment plan (ITP) as medically necessary according to the appropriate level of care.

---

<table>
<thead>
<tr>
<th>#</th>
<th>Section</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>11</td>
<td>20 U.S.C. §§ 1400 et seq.</td>
<td>Individuals with Disabilities Education Act (IDEA), as amended</td>
</tr>
<tr>
<td>13</td>
<td>31 U.S.C § 3729</td>
<td>False Claims Act, as amended</td>
</tr>
<tr>
<td>15</td>
<td>D.C. Official Code §§ 2-351.01 et seq.</td>
<td>The Procurement Practices Reform Act of 2010, as amended (PPRA)</td>
</tr>
<tr>
<td>16</td>
<td>D.C. Official Code §§2-351.06 and 2-354.04 (37 and 68), as amended and 27 DCMR §§ 1905 et seq.</td>
<td>The <strong>Human Care Procurement</strong> provision of the PPRA, as amended, and its implementing regulations</td>
</tr>
</tbody>
</table>
C.4.4 The Provider shall ensure every client receives all services necessary to address each area of need identified on the diagnostic/assessment and treatment plan. All SUD services must be rendered, in accordance to Chapter 63. All other non-substance use services on the treatment plan must be rendered internally if the capacity exists or through an affiliated provider certified by DBH to provide SUD services.

C.4.5 The Provider shall provide substance use disorder services at the levels of care, and only those levels of care, approved in the Provider’s facility’s DBH certification: Level 1 – 2.5: Assessment and Referral;

(a) Level 1: Outpatient/Medication Assisted Treatment (MAT);
(b) Level 2.1: Intensive Outpatient Program;
(c) Level 2.5: Day Treatment

C.4.6 The Provider at a minimum must be capable of providing Adults and/or Youth Outpatient Treatment Services;

Level 1 Outpatient providers shall be able to provide treatment services to youth and adults in accordance with this section.

Level 1 Outpatient is the appropriate LOC for individuals who are assessed as meeting the ASAM criteria for Level 1 and:

(a) Recognize their SUD and are committed to recovery;
(b) Are transitioning from a higher LOC;
(c) Are in the early stages of change and not yet ready to commit to full recovery;
(d) Have a co-occurring condition that is stable; or
(e) Can benefit from ongoing monitoring and disease management.

Level I Outpatient providers may also be certified in the specialty service of Adolescent-Community Reinforcement Approach (ACRA) in accordance with §6344 of this chapter for services to youth and young adults with co-occurring substance use and mental health disorders ages twelve (12) to twenty-one (21) for youth providers and twenty-two (22) to twenty-four (24) for transitional aged youth providers.

In accordance with Chapter 63 section 6332;

6332 SPECIALTY SERVICE: ADOLESCENT – COMMUNITY REINFORCEMENT APPROACH (ACRA)

6344.1 ACRA is a specialty service that can be infused into Level I Outpatient treatment as a more targeted approach to treatment for youth and young adult’s twelve (12)
to twenty-four (24) years old with co-occurring mental health and substance use disorders. ACRA services include Counseling, Case Management, and Clinical Care Coordination when provided in accordance with the requirements of this section and the ACRA evidence-based practice certification model.

6344.2 The provider must have the following ACRA-certified staff for each ACRA team:

(a) A clinical supervisor with an ACRA clinical supervisor certification, who is also a Master’s-level qualified practitioner; and

(b) One (1) to four (4) clinicians with ACRA clinician certification who are either Master’s-level qualified practitioners or Bachelor’s-level qualified practitioners with at least five (5) years’ experience working with behaviorally-challenged youth.

6344.3 ACRA practitioners must comply with the supervision, taping, feedback and coaching requirements of the ACRA certification.

6344.4 A minimum of four units (one hour) of ACRA Counseling services should be provided each week. Additional units of ACRA Case Management and Clinical Care Coordination, and remaining Level 1 services shall be provided as clinically appropriate.

6344.5 ACRA generally lasts up to six (6) months with the first three (3) months of services provided in the office setting and the last three (3) months of service provided in the home or community setting, based on the client’s needs and progress.

6344.6 ACRA may be provided by the following qualified practitioners who satisfy the requirements of Subsection 6344.2 above:

(a) Qualified Physicians;

(b) Psychologists;

(c) LICSWs;

(d) LGSWs;

(e) APRNs;

(f) RNs;

(g) LISWs;

(h) LPCs;
(i) LGPCs (only for providers not operating under a Human Care Agreement);

(j) LMFTs; or

(k) CAC Is and IIs.

C.4.7 The Provider shall be required to maintain a DBH certification in good standing and adhere to Title 22 DCMR 63 and adhere to the American Society of Addiction Medicine (ASAM) Criteria for all levels of care.

C.4.8 MAT services as identified in the individualized treatment plan may be provided on-site or at a certified methadone or other certified opioid replacement therapy program (OTP) in accordance with the specified medication documented in the client’s treatment plan. The Provider at a minimum must be capable of providing all services in accordance with ASAM Criteria and Title 22 DCMR 63.

C.4.9 CORE SERVICES (22DCMR Chapter 63)

The Provider must be equipped to provide, at a minimum, the following Core Services:

C.4.9.1 Diagnostic Assessment:

Provider shall perform Diagnostic Assessments on all Clients in accordance with the following categories. The Providers evidence-based assessment tool shall be approved by the Contract Administrator (CA) and shall be administered to all new Clients within the timeframe stipulated for that level of care, per ASARS Chapter 63.

a) Diagnostic/Assessment and Treatment Planning:

The assessment/diagnostic portion of this service includes the evaluation of the collected psychosocial, biological, historical and other relevant information about the client to determine or confirm an SUD diagnosis and the appropriate level of care (LOC), per ASAM criteria. All assessment types (Brief, Initial [for providers for which Initial Assessments apply], Comprehensive, and Ongoing) shall include a clinical or interpretive summary that ties together the collected information with the clinician’s clinical assessment of the Client. The assessment shall serve as the basis for the formation of the treatment plan, which is designed to help the client achieve and sustain recovery. The assessment instrument shall incorporate ASAM client placement criteria.

b) Assessment/Diagnostic and Treatment Planning services include two distinct actions: (1) the assessment and diagnosis of the client and (2) the development of the treatment plan. An Assessment/Diagnostic and Treatment Planning Service may be (1) Initial, (2) Comprehensive, (3) Ongoing, or (4) Brief.
In accordance to Chapter 63:

i. Initial Assessment § 6336.7

ii. Comprehensive Assessment § 6336.8

iii. Ongoing Assessment § 6336.9

iv. Brief Assessment § 6336.10

c) Ongoing modified treatment plan (adults) and ongoing follow-up (youth):

A follow-up assessment for both adults and youth which reassess a client’s risk factors and determines the need for continuing treatment. This assessment also includes the development of an appropriate modified treatment plan;

Diagnostic Assessment:

**Description:** The assessment/diagnostic portion of this service includes the evaluation and ongoing collection of relevant information about a client to determine or confirm an SUD diagnosis and the appropriate Level of Care. The assessment shall serve as the basis for the formation of the treatment plan, which is designed to help the client achieve and sustain recovery. The assessment instrument shall incorporate ASAM client placement criteria. A DBH Assessment shall be the following service (1) Initial, (2) Comprehensive, (3) Ongoing, or (4) Brief approved by DBH. Provider shall perform Diagnostic Assessments on all Clients in accordance with the following categories. The Provider’s evidence-based assessment tool shall be approved by the DBH’s Contractor Administer and shall be administered to all new Clients within (seven) 7 days of admission, unless it is at the 3.7 LOC.

C.4.9.2 Counseling:

Provider shall perform the following counseling services on-site as ordered:

a) Counseling Group:

**Description:** A facilitation of individual disclosure that permits generalization of the issue to the larger group. The service develops motivation and action by group members through structured confrontation, and constructive feedback. These objectives are carried out primarily through the use of the group process to facilitate shared learning and exploration of members’ behaviors, according to the demonstrated need identified in the client’s treatment plan.

b) Counseling Group- Psycho-educational:

**Description:** Group session facilitated for the purpose of presenting didactic materials to Clients (through lecture, audio-visual presentations, handouts, etc.) as well as a discussion of information presented and a demonstration of its relevance to recovery and individual functioning, and the demonstrated need identified in the client’s treatment plan.

c) Counseling Group- Psycho-educational (HIV):
**Description:** Parameters of this service are identical to the general psycho-educational group. However, services rendered are specifically to document mandatory HIV/STD/infectious disease education. Clients are not required to have one of these conditions in order to receive this service but shall have a demonstrated need identified in the client’s treatment plan.

d) **Counseling On-site - Behavioral Health Therapy (Individual):**

Description: A face-to-face interaction between a client and an authorized staff member for the purpose of exploring, identifying, and resolving issues that have affected the Client as a result of the Client’s substance use disorder, specifically related to the Client’s recovery. The session may include, but is not limited to:

e) **Counseling Family with Client:**

Description: A face-to-face interaction between a family unit (with the identified Client present) as identified by the Client and a qualified practitioner for the purpose of exploring, identifying, and resolving issues that have affected the family unit (and concerned persons) as a result if the Client’s substance use disorder specifically related to the client’s recovery. The session may include, but is not limited to: exploration of an identified problem and its impact on family functioning, examination of attitudes and feelings, identification and consideration of alternatives and structured problem-solving but shall have a demonstrated need identified in the Client’s treatment plan.

f) **Counseling Family without Client:**

Description: A face-to-face interaction between a family unit (without the identified Client present) as identified by the Client and a qualified practitioner for the purpose of exploring, identifying, and resolving issues that have affected the family unit (and concerned persons) as a result if the Client’s substance use disorder specifically related to the Client’s recovery. The session may include, but is not limited to: exploration of an identified problem and its impact on family functioning, examination of attitudes and feelings, identification and consideration of alternatives and structured problem-solving but shall have a demonstrated need identified in the Client’s treatment plan.

C.4. 9.3 **Case Management:**

Description: Assistance shall be provided by Provider to address the specific needs of each individual Client that covers all major areas of concern identified in the assessment and treatment plan along with connecting the Client to appropriate services outside of the Provider’s scope (e.g., primary care, Medication Assisted Treatment).

C.4.9.4 **Case Management (HIV):**

Description: Assistance shall be provided by Provider to address the specific needs of each individual Client that covers all major areas of concern identified in the assessment and treatment plan along with connecting the Client to appropriate services outside of the Provider’s scope (e.g., primary care, Medication Assisted Treatment). (HIV clients only)

C.4.9.5 **Breathalyzer Collection:**

Description: Provider shall perform collection of specimens for alcohol/drug analysis dependent on the type of biological sample obtained. This service is for the collection of and handling of breathalyzer tests. The handling of breathalyzer tests requires that Provider
establish and maintain a written and/or electronically recorded chain of custody from the point of collection throughout the analysis process to ensure the integrity of the test.

C.4. 9.6 Urinalysis Collections:

Description: Provider shall perform collection of specimens for alcohol/drug analysis dependent on the type of biological sample obtained. This service is for the collection of and handling of urine specimens. The handling of specimens requires that Provider establish and maintain a written and/or electronically recorded chain of custody from the point of collection throughout the analysis process to ensure the integrity of the specimen.

C.4. 9.7 Crisis Intervention:

Description: Provider shall perform Crisis Intervention, an immediate, short-term substance abuse treatment approach that is intended to assist a Client to resolve a personal crisis. Crises are events that significantly jeopardize treatment, recovery progress, health, and/or safety.

C.4. 9.8 Medication Management (Adult):

Description: The coordination education, administration, dispensing and evaluation of medications consumed by beneficiaries. It includes but not limited to monitoring of potential side effects, drug interactions, compliance with doses, and efficacy of medications. Provider shall perform Medication Management, which includes the evaluation of a patient’s need for MAT, the provision of prescriptions, and ongoing medical monitoring/evaluation related to the use of the psychoactive drugs.

C.4. 9.9 Medication Assisted Therapy:

Description: Provider shall perform Medication Assisted Therapy which includes a clinically appropriate range of core services. Medication Assisted Therapy is a compilation of clinical services offered in conjunction with pharmacological interventions.

C.4. 9.10 Clinical Care Coordination (CCC):

Description: The clinical and evaluative activities that identify the client’s needs for substance abuse and other treatment services to achieve the goals and objectives identified in the treatment plan. Clinical Care Coordination establishes a framework of action to enable the client to achieve specified goals. It involves collaboration with client and significant others, coordination of treatment and clinical referral services, liaison activities with managed care systems, and ongoing evaluation of treatment progress and client needs.

C.4. 9.11 Treatment:

Description: A therapeutic effort to improve a client’s cognitive or emotional condition or the behavior of a client, consistent with generally recognized principles or standards in the SUD treatment field, provided or supervised by a Qualified Practitioner.

C.4. 9.12 Treatment Plan:

Description: The clinical and evaluative activities that identify the client’s need for substance use and other treatment services, to achieve the goals and objectives identified in the individual’s treatment plan. Clinical Care Coordination establishes a framework of action whereby the Clinical Care Coordinator collaborates with the client on the coordination of
mental health and/or medical related treatment, and clinical referral services. Clinical Care Coordination also includes the non-administrative, clinical linkage of external treatment appointments with, or on the client’s behalf.

C.4. 9.13 Withdrawal Management:
   **Description:** A program designed to achieve systematic reduction in the degree of physical dependence on alcohol or drugs.

C.4. 9.14 Outpatient Services:
   **Description:** Therapeutic services that are medically or psychologically necessary, provided to a client according to an individualized treatment plan, and do not require the client's admission to a hospital or a non-hospital residential facility.

C.4. 9.15 Discharge
   **Description:** An activity that terminates a client’s active involvement with a DBH-certified provider. This activity can be provider and/or client initiated, however, must occur in DBH’s electronic health record, and be performed by a provider staff QP.

C.4. 9.16 Discharge Planning:
   **Description:** Activities with or on behalf of an individual to arrange for appropriate follow-up care to sustain recovery after being discharged from a program, including educating the individual on how to access or reinitiate additional services, as needed.

C.4. 9.17 Co-Occurring Disorders:
   **Description:** The presence of concurrent diagnoses of substance use disorder and a mental disease or disorder.

C.5 ADDITIONAL PROVIDER RESPONSIBILITIES

C.5.1 The Provider shall ensure client health, safety, and welfare by complying with the following criteria and must maintain appropriate records for each:

   a) Maintain an organized system of record keeping ensuring confidentiality of client information that are consistent with Title 22, Chapter 63 of the DCMR, 42 CFR and HIPAA requirements;

   b) Retain qualified practitioners who are eligible to provide substance use disorder treatments in accordance with Title 22, Chapter 63;

   c) Provide evidence of Clinical Care based on a Diagnostic Assessment and treatment plan, with periodic updates, and regular progress notes in the Client's record;

   d) Provide evidence of a Certificate of Occupancy from the District of Columbia Department of Consumer and Regulatory Affairs (DCRA) for use as a Substance use treatment facility;

   e) Conduct Federal Bureau of Investigation Criminal Background Checks to ensure that staff has not been convicted of physical or sexual abuse, child abuse/neglect, a felony involving crimes against a person or improper clinical practices. The Criminal Background Check
documentation submitted must include a final disposition for any charge made against a staff member or prospective staff member;

f) Allow authorized representatives of DBH to enter and inspect announced or unannounced, any facility during reasonable hours or review any records necessary to determine compliance with these requirements;

g) Not have violations that compromise the health, safety, and well-being of Clients and staff pursuant to 22 DCMR §6304.1; and

h) Provide evidence, at least annually, that no individual is excluded from participation in a Federal health care program as found on the Department of Health and Human Services list of Excluded Individuals/Entities or the General Services Administration Excluded Parties List System, or any similar succeeding government list.

C.5.2 The Provider shall not initiate any substantial change in the Scope of the Services.

C.5.3 If the Provider is authorized to conduct Intake Screening and Assessment, it shall use standardized Intake Screening and Assessment forms, along with standardized procedures consistent with the most current version of the ASAM Criteria, approved by the DBH, for intake screening, assessment and client placement.

C.5.4 The Provider agrees that DBH or a DBH-designated appointee shall continue to determine clinical eligibility after intake screening and assessment.

C.5.5 Any person seeking substance use disorder treatment services must participate in an eligibility determination process and shall meet specific eligibility requirements, as established by DBH. Providers shall minimally establish client eligibility at the time of provider intake.

C.5.6 The Provider shall not provide services or treatment under this HCA unless the Provider is in receipt of a pre-authorization and referral in DBH’s system of record.

C.5.7 The Provider shall enter every Client’s encounters in the DBH system of record within 24 to 48 hours of services rendered.

C.5.8 The Contract Administrator retains the right to ask for additional data in the format prescribed by DBH to include, but not limited to, utilization of service data. Therefore, the Provider shall submit this information to the Contract Administrator upon request.

C.5.9 The CA retains the right to ask for additional data in the format prescribed by DBH to include, but not limited to, utilization of service data. Therefore, the Provider shall submit this information to the CA upon request.

C.5.10 Criminal Justice - The Provider shall maintain a record of any Client’s involvement with the District’s Criminal Justice System (CJS) during their treatment with that Provider. The number of Clients who were involved in the CJS during treatment divided by the total number of Clients in the program is the rate of CJS involvement for that program’s Client population. In addition, the Provider shall provide information regarding Clients’ treatment to the District of Columbia Pretrial Services Agency along with the Court Services and Offender Supervision Agency for the District of Columbia
when appropriate and provided the Client has signed all necessary waivers of confidentiality protections.

C.5.11 **Information Technology** - This Agreement covers the duties and responsibilities of the Provider in accessing and using the District Automated Treatment and Accounting (DATA) system. The Provider shall supply and maintain for the life of the HCA computer hardware and software and network capability compatible with DATA (“information technology”). The Provider shall access and utilize the DATA system utilizing the Information Technology to process and manage DBH contracted Clients only. The Provider’s information technology system shall be used to transmit required data and information to DBH. DBH shall use the data to determine appropriateness of admissions, measure outcomes, and determine compliance with other requirements set forth by DBH. The Provider must maintain a quality record system, compatible to DBH’s data requirements. Providers seeking certification to provide contracted services to DBH Clients are required to utilize the DATA system to manage the DBH contracted Clients throughout the duration of services and care. Individuals who enter information into the DATA system on behalf of the Provider shall be trained on the DATA system by Provider through a training course approved or administered by DBH.


C.5.13 Pursuant to 22DCMR 63§ 6318.3, the Provider shall develop, implement and maintain a written Staff Training Development Plan. This plan must be submitted to the DBH Contracting Administrator no later than thirty day (30) days after the effective date of this HCA. The Provider must provide documentation to the Contract Administrator no later than one year following the effective date of this HCA outlining its adherence to the Staff Training Development Plan.

C.5.14 Within ninety (90) days of the effective date of the first purchase order issued and thereafter during the life of the HCA, should a Provider begin utilizing any nationally-recognized, evidence-based practice (EBP) to promote the treatment program offered by the Provider under this HCA, the Provider shall notify the CA, in writing, of the EBP utilized by the Provider. In addition, the Provider shall collect and report data to DBH on a semi-annual basis demonstrating fidelity to the EBP, and allow DBH to collect data, review records, and other activities related to performing fidelity activities to the EBP.

C.5.15 The Provider shall not exclude any client from receiving services based on the Client’s participation in a Medication Assisted Treatment program.

C.5.16 Pursuant to 22DCMR § 6344.1(b), the Provider shall ensure that Case Management staff coordinate services to address all additional needs identified in the initial or ongoing assessment. This shall include all SUD treatment on site. Other ancillary services, to include primary healthcare, psychiatric or other mental health services can also be provided on-site or off-site if the Provider is a DBH certified Mental Health Provider and or Primary Health Care facility.
C.5.17 Pursuant to 22DCMR § 6329, the Provider shall develop a written grievance procedure, approved by DBH, that permits Clients to report any violation of their rights. The Provider shall submit the grievance procedure to the (Contract Administrator) no later than ninety (90) days following the effective date of this HCA.

C.5.18 The Provider shall provide all of the Core SUD Services on site in a culturally competent and gender-competent setting and manner.

C.5.19 The Provider shall have access to alternative language services that shall be used to enable Client communications necessary to complete intake, assessment and the provision of covered services for Clients who are not fluent in speaking and/or understanding English. Language Access Services may include non-English languages as well as American Sign Language interpreter services for hearing impaired Clients.

C.5.20 The Provider shall ensure every Client receives CCC, the initial and ongoing process of identifying, planning, coordinating, implementing, monitoring, and evaluating options and services to best meet a Client’s health needs during treatment. CCC may only be provided by the following Licensed Health Professionals: Physicians, Psychologists, LICSWs, APRNs, LGSWs, RNs, LISWs, LPCs or LMFTs.

C.5.21 The Provider shall render services with the goal of identifying, preventing, and addressing the impact of the Human Immunodeficiency Virus (HIV), Acquired Immune Deficiency Syndrome (AIDS), Hepatitis, and sexually transmitted infections (STI). The ranges of services required under this agreement are as follows:

a) The Provider shall facilitate access to testing for HIV/Hepatitis/STI. Testing may be conducted internally if the capacity exists, or a third party referent may be utilized. Compliance with this requirement shall be documented in each client’s electronic health record.

b) The Provider shall supply comprehensive education on HIV/Hepatitis/STI to all Clients admitted to services using a curriculum which reflects the most current science. Compliance with this requirement will be documented in each client’s electronic health record.

c) The Provider shall supply case management to all Clients with HIV/Hepatitis/STI to ensure all needs related to the infectious disease are satisfactorily addressed. Such needs include, but are not limited to, primary and specialty medical care, housing, and supportive services. Compliance with this requirement shall be documented in each client’s electronic health record.

C.6 REQUIRED DOCUMENTATION FOR VENDOR CERTIFICATION

a) As required by DBH or at a minimum during recertification, the Provider is required to submit the following to DBH pursuant to the instructions in the “Drug Treatment Choice Program: Provider Manual”:  

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i) A copy of the Chapter 63 Certification of Award Issued by DBH/Office of Accountability (OA);

ii) Provide proof of Certification to utilize Medicaid billing certified by a National Providers Identifier (NPI) number;

iii) Current copies of licenses and certifications such as a Certificate of Need, Business License, applicable professional licenses and certifications;

iv) Documentation of the Provider’s financial resources and sources of future revenues adequate to support operations; and

v) Documentation to support the Provider’s ability to ensure Client health, safety, and welfare.

C.7 SUB-PROVIDER AGREEMENTS

C.7.1 If the Provider elects to supply service(s) under this HCA through another entity (a Sub-Provider), the following conditions apply:

a) The certified Provider must be the primary provider for at least 65% of the services;

b) The Sub-Provider must be certified under Chapter 63;

c) Prior written Notice of Intent to use a Sub-Provider must be provided to the District. A written description of the sub-contracted Services, including a copy of the Contract with the Sub-Provider, shall be provided to the District in order to obtain approval prior to any services being rendered to Clients.

d) The Provider shall be legally responsible for all activities of the Sub-Provider while the Sub-Provider is providing services to the Provider’s Client(s) and the Provider shall require the Sub-Provider to conform to the provisions of this HCA.

e) The District will not be liable for payments to the Sub-Provider. Each Contract between the Provider and any Sub-Provider shall contain a provision declaring that the Provider is solely responsible to the Sub-Provider for payment of covered services rendered on behalf of the Provider.

C.7.2 The Provider shall maintain and at the discretion and request of the District submit to the District the following:

a) Information relating to the ownership of the Sub-Provider entity and the entity’s ability to carry out the proposed obligations;

b) Certification that the Sub-Provider entities comply with all applicable provisions of District law and regulations pertaining to Chapter 63, including confidentiality of information (See Section XII).

c) Documents and certification that Sub-Provider entities comply with all federal and District laws and regulations applicable to the service or activity covered by the contract between the Provider and the Sub-Provider, for all services that are also covered by this agreement. The type of assurances required shall be determined by
the Contract Administer based on the services covered in the contract between the Provider and the Sub-Provider.

d) Procedures to be followed by the Provider in monitoring or coordinating the Sub-Provider entity’s activities and such other provisions as the Department or the federal government may require.

C.8. National Providers Identifier (NPI)

Certified DBH provider shall have a National Providers Identifier (NPI) number; authorized for the certificated agency required, and must be maintained no later than the date of the provider signing this HCA.  [https://nppes.cms.hhs.gov/NPPES/Welcome.do](https://nppes.cms.hhs.gov/NPPES/Welcome.do)

*** END OF SECTION C ***
SECTION D: PACKAGING AND MARKING

D.1 [RESERVED]

*** END OF SECTION D ***
SECTION E: INSPECTION AND ACCEPTANCE

E.1 GENERAL PROVISIONS

The inspection and acceptance requirements for the Contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for Use with Supplies and Services Contracts, dated July 2010, Attachment (Section J.1)

E.2 CONSEQUENCES OF CONTRACTOR’S FAILURE TO PERFORM REQUIRED SERVICES

E.2.1 In addition to the provisions outlined in Clause 8 of the Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts, July 2010, Attachment J.1 to this Agreement, if DBH determines that Provider has failed to comply with any applicable federal or District law or regulation, including but not limited to the False Claims Act and the D.C. Human Rights Act, The agency may request the Contracting Officer to take any or all of the following actions with substantiating evidence of noncompliance with the terms and conditions of the Human Care Agreement resulting from a RFQ process:

E.2.1.1 Suspend or withhold all or part of the Providers' payments; and/or

E.2.1.2 Terminate the Agreement within ninety (90) days from date of DBH notice to the Provider.

E.2.2 DBH shall provide written notice of any action to the Provider, which shall include: Identification of the sanction to be applied;

1. The basis for DBH’s determination that the sanction should be imposed;
2. The effective date of the sanction; and
3. The timeframe and procedure for Provider to appeal DBH's determination, if applicable.

E.2.3 DBH may request the Contracting Officer to terminate this Agreement with at least ninety (90) days written notice to Provider if Provider fails to comply with the terms of the Agreement, and/or any applicable law or regulation of the District or the United States regarding mental health services and mental health supports.

E.2.4 DBH may request the Contracting Officer to terminate the Human Care Agreement immediately if:

a) The United States Department of Health and Human Services withdraws Federal Financial Participation in whole or part for the cost of covered services; funds are unavailable for the continuation of this Agreement; or
b) DBH substantiates a finding of health care fraud or pattern of false claiming in violation of the False Claims Act

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

F.1 The term of the contract shall be for One Year, Base Year period 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 (1) 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(s) shall be as specified in the Section B of the RFQ.

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

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to the Contract Administrator (CA) identified in Section G.9 in accordance with the following:

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.3.2 REPORTING AND DATA REQUIREMENTS

F.3.3 Provider shall provide such information as required by DBH, including but not limited to such information as necessary to achieve:

1. Timely and accurate eligibility and benefits determination;
2. Timely and accurate claims submission, posting and payment as specified in Section G.1.7
3. Comprehensive decision support for operational and administrative analysis;
4. Management and oversight of generally-accepted accounting principles, processes and reporting; and

5. Notification to the Procurement Office and DBH Contract Administrator when 70% of funding has been exhausted; Contract compliance responses, HCA service delivery tracking and contract administration support data.

**F.3.4** Provider shall report all unusual incidents in accordance with DBH laws and policies, including but not limited to DBH Policy 480.1.

**F.3.5** Provider shall provide DBH with all information reasonably necessary to permit DBH to:

(a) Monitor and evaluate Provider’s compliance with the terms of this Agreement including, but not limited to conducting claims audits, Medicaid compliance reviews, quality reviews, and any other program integrity function to ensure the ensuring quality, effectiveness and efficiency of services and ensuring the accuracy of claims submitted for reimbursement under this Agreement;

(b) Verify the costs of services, including all administrative, direct and indirect costs, are being properly computed;

(c) Verify the sources and amount of all income received by Provider for services provided under this Agreement and service similar to those provided under this Agreement;

(d) Investigate alleged misuse of funds provided under this Agreement; and

(e) Permit DBH to perform its duties under applicable requirements.

**F.3.6** Upon request, Provider shall provide DBH access to any portion of its electronic health record system, including the electronic HIPAA log, necessary to verify the integrity of any audit, quality review or investigation.

**F.3.8** Except under circumstances provided herein, requested information shall be produced by Provider during ordinary business hours within 24 hours of the request.

**F.3.9** DBH may obtain immediate access to information without prior notice including access to staff, individual Consumer records and accounts, under any of the following circumstances:

(a) Such information is reasonably related to allegations of abuse or neglect of a member being investigated by DBH of any other relevant party;

(b) To prevent imminent harm to Consumers;

(c) When DBH reasonably believes that immediate access is essential to detect fraud or false claiming or to prevent removal or destruction of property or records required to be maintained under this Agreement; or

(d) When DBH reasonably believes that there are substantial violations of Consumer rights because of actions of Provider.
F.3.10 Upon request of DBH, Provider shall provide DBH with the most recent versions of the following documents:

(a) Articles of Incorporation and By-Laws of the Provider;

(b) Evidence of certification as required under applicable requirements; and

(c) Risk Management procedures.

F.3.11 Provider shall notify DBH immediately of any changes in its operations that affect its continued compliance with these Certification Standards, including changes in ownership or control, services, affiliations, referral arrangements and financial solvency.

F.3.12 Consistent with the contractual remedies provided for in this Request for Qualifications Agreement, reimbursement for services provided under this Agreement may be suspended if Provider fails to submit or make available for inspection any information requested by DBH pursuant to Section F, including but not limited to:

(a) Timely and accurate billing information or any other information related to claims;

(b) Any portions of the Provider’s electronic health record including but not limited to the HIPAA log;

(c) Any report required by this Agreement;

(d) Evidence of insurance coverage required by this Agreement;

(e) Any reports required under the Certification Standards including, including but not limited to audits required by 22A DCMR § 3411.9.

F.3.10 No reimbursement shall be withheld by DBH for failure to file a required report unless DBH has given the Contracting Officer and Provider notice of DBH’s intent to withhold reimbursement and a description of the overdue report. Written notice shall be given to Provider not less than ten (10) working days prior to the withholding of the reimbursement. Reimbursement shall only be suspended until such information is furnished or access is permitted unless there is some other basis for withholding reimbursement as provided for in this Agreement.

*** END OF SECTION F ***
SECTION G: CONTRACT ADMINISTRATION

G.1 BILLING AND PAYMENTS

G.1.1 Claims Payment

G.1.1.1 DBH, through the Memorandum of Understanding Between Department of Health Care Finance (DHCF) and Department of Behavioral Health, has been delegated the authority to reimburse providers of ASARS services in accordance with federal and District laws and rules, and the ASARS State Plan Amendment (SPA), effective as of March 17, 2012.

G.1.1.2 Upon execution of a Medicaid Provider Agreement with DHCF, DBH is authorized to accept and process claims for services rendered by qualified Adult Substance Abuse Rehabilitation Service (ASARS) providers. Any ASARS claim for reimbursement on a fee-for-service basis shall be paid in accordance with the rates outlined in Schedule B-Pricing Schedule in Section B or this Agreement, as follows:

(a) Federal Financial Participation: Claims for the federal share of expenditures for ASARS services shall be adjudicated and reimbursed to the Provider in accordance with the MOU and the referenced SPA, and District and federal law and rules.

(b) Local Match: The non-federal share of expenditures for ASARS services of claims adjudicated (Local Match) shall be paid to the Provider for any covered services as described in the Certification Standards and the SPA.

G.1.1.3 The non-federal share shall include any portion of the claim billed at the rate provided in 22DCMR Chapter 52 or Purchase Orders entered into by and between DBH and the Provider which is not paid by Medicaid, equal to thirty percent (30%) of the total ASARS claim, except if the claim is rejected for cause, including but not limited to claims submitted by fraud, improperly documented claims, untimely claims, or for failure to comply with any requirements of 22 DCMR Chapter 63, 22 DCMR Chapter 64, or in violation of any other provision of District or federal law.

G.1.1.4 If a claim submitted for ASARS services provided to a Medicaid eligible Client is rejected for any of the foregoing reasons, or for any other relevant reason, the Provider shall not be entitled to payment.

G.1.1.5 If a claim is submitted and any portion of the reimbursement amount has been paid by the District but is subsequently rejected in accordance with in G.1.1.4, above, any future payment to the Provider by the District shall be offset by the full amount of the claim.
G.1.1.6 If a claim has been reimbursed by the District and subsequently deemed ineligible for payment as an ASARS service through any audit or other compliance or performance metric, any future payment to the Provider by the District shall be offset by the full amount of the claim.

G.1.2 Medicaid-Ineligible Clients

G.1.2.1 Prior to billing for any services, the Provider is first obligated to exhaust all third party coverage except for Medicaid, before a claim is submitted pursuant to the HCA for payment. Submission of a claim for payment for any Client is a representation that the Provider has exhausted all other avenues of payment except for Medicaid, including the Client’s ability to self-pay. The Provider is obligated to verify Medicaid eligibility, and enroll each Medicaid eligible Client in D.C. Medicaid at the time that the Provider begins providing services to DBH Clients.

G.1.2.2 The District shall pay to the Provider one hundred percent (100%) of the amount set forth in 22 DCMR Chapter 91, for any ASARS service provided to any Client who is not Medicaid eligible at the time of service, subject to limitations set forth in this Purchase Order. The District shall reimburse Provider for properly completed claims for ASARS services provided in accordance with the Client's Individual Treatment Plan (ITP), which are submitted in compliance with the HCA’s claims processing procedures.

G.1.3 Claims Submission Requirements

G.1.3.1 All claims must be submitted electronically using DBH’s consumer management system (DATA system). Claims must conform to a format that is currently specified, accepted, and supported by DBH consistent with the Administrative Simplification Provisions of the Health Insurance Portability and Accountability Act (HIPAA).

G.1.3.2 Except as otherwise permitted under applicable requirements, ASARS Medicaid shall be reimbursed if submitted at a time which allows the Department to submit such claims to DHCF within 365 days from the date service was rendered.

G.1.4 Reimbursement for services provided under this Human Care Agreement may be suspended if Provider fails to submit or make available for inspection any information required in Sections G.1 through G.4 of this Agreement.

G.1.5 Payment from DBH for any covered ASARS constitutes payment in full. The Provider may not bill the Client for any difference between DBH's payment and Provider's charge for any covered ASARS. The Provider may not charge the Client any co-payment, cost-sharing or similar charge. The Provider may not charge the Client any down payment whatsoever.

G.1.6 The Provider may only bill the Client for services not covered by the Medicaid
program, including any ASARS requiring prior authorization which has been denied by DBH, if the Client is aware of the Client's liability and still chooses to have the service(s) rendered. In such instances, the Provider must advise the Client in writing of the Client's liability prior to rendering the service(s). Said writing shall be maintained in the Client’s record.

G.1.7 The Provider shall submit all Local claims to DBH within thirty (30) days of providing ASARS or within thirty (30) days after another payer has adjudicated a claim for the ASARS. Subject to applicable federal and District laws and regulations, any Medicaid claim submitted after three hundred and sixty-five (365) days from the date ASARS were provided shall be rejected by DBH as a non-reimbursable service. If a claim is denied because the submission was unacceptable or untimely, the Client shall not be billed for the ASARS.

G.1.8 The Provider understands and agrees that payments for ASARS provided pursuant to the Human Care Agreement are contingent upon the availability of public, non-federal matching funds and Medicaid FFP. If the DBH, the DHCF, the District, the federal government, or any other funding source at any time disapproves of or ceases to continue funding to DBH for payments due hereunder, the Human Care Agreement is terminated as of the date funding expires without notice or further obligation of DBH, except that, as soon as DBH is notified that funding shall cease, DBH shall immediately provide written notice to the Provider.

G.1.9 The Provider shall prepare and provide proper clinical documentation in accordance with applicable District and Federal laws and regulations for all Client records to justify ASARS for which a claim is submitted for reimbursement.

G.1.10 DBH shall not make reimbursement to the Provider in excess of the total amount available on the Provider’s Purchase Order, unless such reimbursement is required under applicable law.

G.1.12 Third Party Liability Recovery

G.1.12.1 The Provider shall utilize and require its Subcontractors to utilize, when available, covered medical and hospital services or payments from other public or private sources, including Medicare, prior to submitting a claim for ASARS to DBH.

G.1.12.2 The Provider shall insure that Medicaid coverage is maintained for all Medicaid-eligible Clients for whom any claim for ASARS is submitted to DBH.

G.1.12.3 The Provider shall attempt to recover and shall require its Subcontractors to attempt to recover monies from third party liability cases involving workers' compensation, accidental injury insurance and other subrogation of benefit settlements.

G.1.12.4 DBH shall notify the Provider of any reported third party payment sources.
G.1.12.5 The Provider shall verify third party payment sources directly, when appropriate.

G.1.12.6 Payment of District and Federal funds under the District State Medicaid Plan to the Provider shall be conditioned upon the utilization of all benefits available from such payment sources.

G.1.12.7 Each third party collection by the Provider for a Medicaid recipient shall be reported to DBH, and all recovered monies shall be returned to DBH immediately upon recovery.

G.2 INVOICE PAYMENT

G.2.1 [RESERVED]

G.3 INVOICE SUBMITTAL

G.3.1 [RESERVED]

G.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.4.1 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.4.2 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.5 PAYMENT

G.5 COST REIMBURSEMENT CEILING

G.5.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.3.

G.5.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.3.

G.5.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.5.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
G.5.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

G.5.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.

G.5.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.

G.5.8 If any cost reimbursement ceiling specified in Section B.3.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

G.5.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3.3, unless the change order specifically increases the cost reimbursement ceiling.

G.5.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

G.6 ASSIGNMENT OF CONTRACT PAYMENTS

G.6.1 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.6.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.6.3 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.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

G.7.1.1 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 1.5% 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.7.1.2 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.7.2 Payments to Subcontractors

G.7.2.1 The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

   a) Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

   b) Notify the District and the subcontractor, in writing, of the Contractor’s intention to withhold all or part of the subcontractor’s payment and state the reason for the nonpayment.

G.7.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1.5% 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.7.2.3 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.7.2.4 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.7.3 Subcontract requirements

G.7.3.1 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.8 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:

Margaret T. Desper, CPPB  
Contracting Officer  
Office of Contracting and Procurement  
Field Location: Department of Behavioral Health  
64 New York Avenue, NE, Second Floor West  
Washington, DC 20002  
(202) 671-4082 – Office Email: Margaret.Desper@dc.gov

G.8.1 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.2 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.3 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.8.4 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

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

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

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

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

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

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

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

TBD

G.9.3 The CA 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.

*** END OF SECTION G ***
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. 2015-4281, Revision No. 9, dated 01/10/2018, 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 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 et seq. (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

e) Require an employee to take leave if a reasonable accommodation can be provided;

f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee’s right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT in its place:

H.5.1 For contracts for services in the amount of $300,000 or more, 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 (Employment Agreement) with the District of Columbia Department of Employment Service’s (DOES), in which the Contractor shall agree that:

(a) The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

(b) The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.
H.5.5 The Contractor’s hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause 14, Disputes.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of $250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

H.9.1.2 If there are insufficient SBEs 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 qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

H.9.1.3 A prime contractor that is certified by DSLBD 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.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is $1 million or less.

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 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

(1) The name and address of each subcontractor;
(2) A current certification number of the small or certified business enterprise;
(3) The scope of work to be performed by each subcontractor; and
(4) The price that the prime contractor will pay each subcontractor.

H.9.3 Copies of Subcontracts
Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

**H.9.4 Subcontracting Plan Compliance Reporting**

**H.9.4.1** If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

1. The price that the prime contractor will pay each subcontractor under the subcontract;
2. A description of the goods procured or the services subcontracted for;
3. The amount paid by the prime contractor under the subcontract; and
4. A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

**H.9.4.2** If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

**H.9.5 Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

**H.9.6 Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.7.1** A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

**H.9.7.2** A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.
H.9.7.3 If 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 provisions in clause 8 of the SCP, Default.

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the “Act” as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

(a) Where a federal or District law or regulation requires the consideration of an applicant’s criminal history for the purposes of employment;

(b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

(c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or

(d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

The Contractor shall be responsible for providing qualified personnel to perform the
required services outlined in the Scope of Work (Section C).

H.11.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.12 PRIVACY AND CONFIDENTIALITY COMPLIANCE

Contractor shall utilize the District Automated Treatment Accounting system (DATA/WITS), the Electronic Health Record (EHR) system, for all documentation and billing activity related to the services provided under this Human Care Agreement.

H.12.1 The Contractor acknowledges that the DATA system is an integrated system with the capacity to share protected health information between the Contractor, the Department, and other network providers when authorized by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended, the D.C. Mental Health Information Act (“MHIA”), D.C. Official Code § 7-1201.01 et seq, or 42 CFR part 2. By agreeing to utilize the integrated EHR system, the Contractor agrees to become a member of the Department’s behavioral health network as described in the Department’s Joint Notice of Privacy Practices, Policy 1000.3 TL-195, found at http://dbh.dc.gov/node/240592.

H.12.2 The parties acknowledge that both the Contractor and the Department have joint legal responsibilities to protect the data in DATA/WITS in accordance with the HIPAA Privacy and Security Rule and the MHIA. As the license holder and administrator for the DATA/WITS EHR system, the Department owns the patient data created and maintained in the system and has primary responsibility to manage and safeguard the patient data in accordance with the confidentiality laws referenced in H.12.2. This responsibility begins the moment patient data is entered by any network provider and remains as long as the information retains legal protections under HIPAA and the MHIA. As a covered entity and authorized user of the DATA/WITS EHR system, the Contractor has an independent legal obligation to comply with HIPAA and the MHIA in its use of DATA/WITS. Both parties hereby expressly agree to comply with HIPAA and the MHIA in the use, management and administration of the DATA/WITS EHR system.

H.12.3 Because of the parties’ mutual obligations to safeguard the patient data in DATA/WITS, the Contractor shall agree to the additional confidentiality provisions described below. All terms used shall have the same meaning as those terms in the HIPAA regulations:

a. The parties agree not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter “PHI” or Protected Health Information”) other than as permitted or required by HIPAA and the MHIA.

b. The parties agree to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements in 42 CFR part 2, 45 C.F.R. §§
164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health ACT (February 18, 2010) ("HITECH"), to maintain the security of the Protected Health Information, including electronic Protected Health Information (ePHI).

The parties further acknowledge that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, the parties are under the jurisdiction of the United States Department of Health and Human Services and are directly liable for their own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. Part 164 is as follows:

**Administrative Safeguards**

| Security Management Process | 164.308(a)(1) | Risk Analysis (R=Required)  
| | | Risk Management (R)  
| | | Sanction Policy (R)  
| | | Information System Activity Review (R)  
| Assigned Security Responsibility | 164.308(a)(2) | (R)  
| Workforce Security | 164.308(a)(3) | Authorization and/or Supervision (A=Addressable)  
| | | Workforce Clearance Procedure  
| | | Termination Procedures (A)  
| Information Access Management | 164.308(a)(4) | Isolating Health care Clearinghouse Function (R)  
| | | Access Authorization (A)  
| | | Access Establishment and Modification (A)  
| Security Awareness and Training | 164.308(a)(5) | Security Reminders (A)  
| | | Protection from Malicious Software (A)  
| | | Log-in Monitoring (A)  
| | | Password Management (A)  
| Security Incident Procedures | 164.308(a)(6) | Response and Reporting (R)  
| Contingency Plan | 164.308(a)(7) | Data Backup Plan (R)  
| | | Disaster Recovery Plan (R)  
| | | Emergency Mode Operation Plan (R)  
| | | Testing and Revision Procedure (A)  

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| Evaluation | 164.308(a)(8) | Applications and Data Criticality Analysis (A) |
| Business Associate Contracts and Other Arrangement | 164.308(b)(1) | Written Contract or Other Arrangement (R) |

**Physical Safeguards**

| Facility Access Controls | 164.310(a)(1) | Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A) |
| Workstation Use | 164.310(b) | (R) |
| Workstation Security | 164.310(c) | (R) |
| Device and Media Controls | 164.310(d)(1) | Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A) |

**Technical Safeguards (see § 164.312)**

| Access Control | 164.312(a)(1) | Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A) |
| Audit Controls | 164.312(b) | (R) |
| Integrity | 164.312(c)(1) | Mechanism to Authenticate Electronic Protected Health Information (A) |
| Person or Entity Authentication | 164.312(d) | (R) |
| Transmission Security | 164.312(e)(1) | Integrity Controls (A) Encryption (A) |

**c. Privacy Officer.** The parties agree to each name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of
and enforcing compliance with this section, the Security Rule and other applicable federal and state privacy laws.

d. Breach Notification and Responsibilities. The Contractor agrees to report to the Department, and the Department agrees to report to the Contractor, in writing, any use or disclosure of the Protected Health Information of a consumer assigned to the Contractor not permitted or required by HIPAA or the MHIA or other incident or condition arising out the Security Rule, including breaches of unsecured protected health information as required at 45 CFR 164.410, within two (2) days from the time the respective party becomes aware of such unauthorized use or disclosure. This includes any security incident of which the parties become aware, including any unauthorized attempts to access electronic protected health information (ePHI), whether those attempts were successful or not. Upon the determination of an actual data breach, the party who caused the breach shall be responsible for the breach and handle any required breach notifications to individuals, the HHS Office for Civil Rights (OCR), and the media, as applicable. The parties agree to establish procedures for mitigating, and to mitigate to the extent required by law, any deleterious effects that are known to the parties of a use or disclosure of Protected Health Information in violation of the requirements of this section. The parties hereby incorporate the Department’s Privacy Manual, Policy 100.3, found at http://dbh.dc.gov/node/240592

e. The parties shall ensure that any workforce member or any agent, including a subcontractor or business associate, agrees to the same restrictions and conditions that apply through this section with respect to Protected Health Information received from the other. The Department shall ensure that all other network human care providers with access to protected health information in DATA/WITS agree in writing to the same restrictions and conditions that apply throughout this section.

f. Upon written request, the Contractor agrees to provide the Department a list of all subcontractors who meet the definition of a Business Associate. Upon written request, the Department agrees to provide the Contractor a list of all other human care providers and business associates with access to DATA/WITS. Requests may include copies of contracts and business associate agreements.

g. Except as otherwise limited in this section, the Contractor may use or disclose Protected Health Information to perform functions, activities, or services provided that such use or disclosure would not violate HIPAA or the MHIA.

h. The parties agree to make available protected health information in a designated record set to the other as necessary to satisfy a covered entity’s obligations under 45 C.F.R. § 164.524.

i. The parties agree to make any amendment(s) to protected health information in a designated record set as directed or agreed to by the covered entity pursuant to 45 C.F.R. § 164.526, or take other measures as necessary to satisfy a covered entity’s obligations under 45 C.F.R. § 164.526.
j. The parties agree to maintain and make available the information required to provide an accounting of disclosures to the other as necessary to satisfy covered entity’s obligations under 45 C.F.R. § 164.528.

k. To the extent the other party is to carry out one or more of a covered entity's obligation(s) under Subpart E of 45 C.F.R. Part 164, each party shall comply with the requirements of Subpart E that apply to the covered entity in the performance of such obligation(s).

l. The parties agree to make its internal practices, books, and records available to the Secretary of the U.S. Department of Health and Human Services, or her delegates, for purposes of determining compliance with the HIPAA Rules.

m. Modification. The parties agree to modify this agreement if necessary to comply with any HIPAA or MHIA legal requirement.

n. Training. The parties agree to train their workforce members, agents and subcontractors on the requirements of this section. In the event of privacy or security violations in the workplace, the parties shall impose appropriate discipline in accordance with the parties’ workplace rules, federal and state laws, and any applicable collective bargaining agreements.

o. The parties shall reasonably cooperate with each other in the performance of the mutual obligations under this section.

p. This section continues in force for as long as the Contractor retains any access to ePHI in DATA/WITS or otherwise possesses protected health information as a result of this human care agreement.

q. Material Breach. In the event of a material breach of this section, the parties shall afford the breaching party a reasonable opportunity to cure the breach. Both parties reserve the right to terminate the human care agreement in the event of material breach of this section when a cure is not possible.

r. Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of the HIPAA Rules.

s. No Third Party Rights. The Department and the Contractor are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except
for the rights of Individuals to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2) (h), (i) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

t. Hold Harmless. The Department agrees to hold harmless and defend the Contractor from and against any claims arising from the Department’s non-compliance with this section. The Contractor agrees to hold harmless and defend the Department from and against any claims arising from the Contractor’s non-compliance with this section.

u. Injunctive Relief. Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the parties retain all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the other party, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the offending party.

v. Assistance in litigation or administrative proceedings. The parties agree to make their officers, employees, agents, or subcontractors available to the other party, including as witnesses, when necessary to fully and appropriately respond in any litigation or administrative proceeding or investigation arising from a violation of this section.

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

x. Successors and Assigns. The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

y. Severance. In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with HIPAA or the MHIA, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with HIPAA or the MHIA, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

z. Independent Contractor. The Contractor will function as an independent contractor and shall not be considered an agent of the Department for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing one party, its subcontractor(s) or its agent(s) or employee(s) to act as an agent for or on behalf of the other party.
aa. Entire Agreement. This HIPAA Compliance Clause constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable HIPAA, MHIA and other District of Columbia and federal laws, rules and regulations governing the privacy and security of protected health information.

*** END OF SECTION H ***
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 July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to 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

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or
intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.


B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts,
techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, 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.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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.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 at its sole expense 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers’ compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured.
The additional insured status under the Contractor’s and its subcontractors’ Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor’s and its subcontractors’ liability policies (except for workers’ compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. **Commercial General Liability Insurance (“CGL”)** - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. (“ISO”) form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than $1,000,000 each occurrence, a $2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a $1,000,000 personal and advertising injury limit, and a $2,000,000 products-completed operations aggregate limit.

2. **Automobile Liability Insurance** - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor’s commercial automobile liability policy or (ii) $1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. **Workers’ Compensation Insurance** - The Contractor shall provide evidence satisfactory to the CO of 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 evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. **Cyber Liability Insurance** - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than $2,000,000 per occurrence or claim, $2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. **Professional Liability Insurance (Errors & Omissions)** - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of $1,000,000 per claim or per occurrence for each wrongful act and $2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.

6. **Sexual/Physical Abuse & Molestation** - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries $1,000,000 per occurrence limits; $2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered
met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called “silent” coverage under a commercial general liability or professional liability policy will not be acceptable.

7. **Commercial Umbrella or Excess Liability** - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor’s umbrella or excess liability policy or (ii) $5,000,000 per occurrence and $5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the “other insurance” provision must be amended in accordance with this requirement and principles of vertical exhaustion.

**B. PRIMARY AND NONCONTRIBUTORY INSURANCE**

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

**C. DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

**D. 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.**

**E. 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.

**F. 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.
G. NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and/or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.

H. 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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Margaret T. Desper, CPPB
Contracting Officer
Department of Behavioral Health
64 New York Avenue, NE, Second Floor West
Washington, DC 20002
(202) 671-4082 – Office Email: Margaret.Desper@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

I. 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.

J. CARRIER RATINGS. All Contractor’s and its subcontractors’ insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A-VII (or the equivalent by any other rating agency) and licensed in the in the District.

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. Definitized HCA
5. Contract document and modifications
6. RFQ, as amended
7. Proposal - Contractor’s Response to RFQ

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

**14. Disputes**

All disputes arising under or relating to the contract shall be resolved as provided herein.

(a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:

(i) A description of the claim and the amount in dispute;
(ii) Data or other information in support of the claim;
(iii) A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and
(iii) The Contractor’s request for relief or other action by the CO.
The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO’s written decision shall do the following:

(iv) Provide a description of the claim or dispute;
(v) Refer to the pertinent contract terms;
(vi) State the factual areas of agreement and disagreement;
(vii) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(ix) Indicate that the written document is the CO’s final decision; and
(x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor’s claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) **Claims by the District against the Contractor**: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the
adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO’s written decision shall do the following:

(xi) Provide a description of the claim or dispute;
(xii) Refer to the pertinent contract terms;
(xiii) State the factual areas of agreement and disagreement;
(xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
(xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
(xvi) Indicate that the written document is the CO’s final decision; and
(xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

(3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.

(4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.

(5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.

(6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.

(c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
(d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.12 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts. 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.

*** END OF SECTION I ***
The offeror must complete all forms and certifications required by Section J and incorporate into its proposal these completed forms and certifications.

<table>
<thead>
<tr>
<th>Attachment Number</th>
<th>Document</th>
</tr>
</thead>
<tbody>
<tr>
<td>J.6</td>
<td>Tax Certification Affidavit available at <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.7</td>
<td>First Source Initial Employment Plan (if contract is $300,000 or more) available <a href="http://ocp.dc.gov">http://ocp.dc.gov</a>, under Quick Links click on “Required Solicitation Documents”</td>
</tr>
<tr>
<td>J.8</td>
<td>Department of Behavioral Health Policies and Rules (Double click on link) <a href="http://dbh.dc.gov/page/policies-rules">http://dbh.dc.gov/page/policies-rules</a></td>
</tr>
<tr>
<td>J.9</td>
<td>Department of Behavioral Health Privacy and Confidentiality Compliance (Double click on link) <a href="https://dbh.dc.gov/node/816402">https://dbh.dc.gov/node/816402</a> available at <a href="http://dbh.dc.gov">http://dbh.dc.gov</a></td>
</tr>
</tbody>
</table>
| J.10 | **REQUIRED WITH RFQ RESPONSE**  
OCP Bidder/Offeror Certification  
[https://ocp.dc.gov/publication/bidder-offeror-certification](https://ocp.dc.gov/publication/bidder-offeror-certification) under Quick Links click on “Required Solicitation Documents” |
| J.11 | **REQUIRED WITH RFQ RESPONSE**  
W-9 Form - available [http://ocp.dc.gov](http://ocp.dc.gov), under Quick Links click on “Required Solicitation Documents” |
| J.12 | **REQUIRED WITH RFQ RESPONSE**  
FORM 1900- Contractor Qualification Record available [http://ocp.dc.gov](http://ocp.dc.gov), under Quick Links click on “Required Solicitation Documents” |

*** END OF SECTION J ***