



REQUEST FOR PROPOSAL

Third Party Administrator Services

FOR

NOT-FOR-PROFIT HOSPITAL CORPORATION

ISSUED BY

**NOT-FOR-PROFIT HOSPITAL CORPORATION
CONTRACTS DEPARTMENT
1310 Southern Avenue, S.E.
Washington DC 20032**

RFP #NFPHCTPA-0011

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I. REQUEST FOR PROPOSAL (RFP)

A. Purpose and Scope of Work

The Not-For-Profit Hospital Corporation (“NFPHC”), is not a 501(c)(3) organization but rather is an instrumentality of the District of Columbia government, operates the acute healthcare facility commonly referred to as United Medical Center (“UMC”) in southeast Washington, DC. Both NFPHC and UMC shall be hereinafter collectively referred to as “Hospital”.

The Hospital is soliciting proposals to provide Third Party Administrator Services as further described below:

- **Third Party Administrator Services**
 1. Contractor shall provide the name of the individual designated to maintain and handle litigated claims, inclusive of, but not limited to Third Party Administrator Services
 - (i) This individual shall be highly experienced in these areas and shall assist contractor in oversight of all litigated claims and shall have significant input within the area of litigation management.
 - (ii) This individual shall have a minimum of 10 years of experience adjusting and/or administering litigated claims for a public agency.
 - (iii) Individuals holding designations such as Associate in Risk Management for Public Entities (ARM-P) are preferred.
 2. Contractor shall maintain an individual with the specified experience mentioned above on the team supporting any TPA contract that may be awarded as a result of this RFP.
 3. In the event of employee turnover, Contractor shall show a good faith effort to replace this individual with someone who also meets the specified experience requirements mentioned above. Bidder must submit proof of replacement efforts (i.e. recruiter’s contract, newspaper/online advertisements, etc.). When a replacement has been selected, Contractor shall submit a copy of the successful candidate’s resume to the Office of General Counsel (OGC) and Risk Management (RM) for review and acceptance.
 4. Contractor shall create a review system to ensure accurate data will be entered into the claims management system. All claims must be reviewed on a periodic basis to be determined by OGC and RM. The review system will include a check on all the financial documentation entered into the claims management system to ensure the financial integrity of the system. In addition, the review system must include appropriate claims handling and reserving procedures, and timely file closures.
 5. Contractor shall review pertinent and/or highly sensitive NFPHC claims with RM and designated OGC personnel or other NFPHC officials to discuss the status of the ongoing claims and litigation and make strategy recommendations.
 6. Contractor shall cooperate, assist, and meet with auditors and actuaries reviewing the NFPHC’s and the TPA’s system and records. TPA will provide documents to auditors and actuaries upon request. To ensure a high quality work product, TPA will also cooperate, assist, and meet with RM regularly on a schedule determined by RM.

7. Contractor shall provide comprehensive claims and litigation management and administration, including assuming the handling of existing open claims and lawsuits. This will include case management, defense management, and settlement/negotiations. All claims are to be managed to their final conclusion.
8. The RM must give final approval on defense counsel retained on litigated claims.
9. The RM must approve all investigating and expert firms retained by the TPA. The NFPHC reserves the right to change an investigation vendor, expert, or similar service provider related to handling claims that may be recommended by TPA.
10. Contractor shall ensure that the services provided by outside counsel are in accord with the NFPHC's contract and Billing Guidelines for outside law firms.
11. Contractor shall proactively manage NFPHC claims and lawsuits, identify loss trends, and suggest steps that might be taken to mitigate future claims.
12. Contractor shall be required to report to the NFPHC any assigned claims determined to present a potential conflict of interest. TPA will not represent the NFPHC where a conflict may exist without a written waiver from the NFPHC.
13. Contractor will also provide trend analysis reports to assist in the identification of potential risk.
14. Contractor shall be knowledgeable in the area of loss prevention and assist RM with applicable reports to identify potential safety and risk issues.

- **Case and Claims Management Services**

1. Contractor shall update RM in writing no less frequently than every 90 days on any claim not resolved during that time period or no less frequently than every 60 days on litigated cases. Significant litigated lawsuits may require 30 day reporting.
2. Contractor will assist in the preparation of an outline of the case for Board approval of all settlements.
3. Contractor shall notify RM of claims with a potential liability value of over \$50,000, including any plaintiff attorney's fees, as soon as it becomes evident that the case has merit or may result in a settlement of over \$50,000.
4. Contractor shall provide advance notice to RM of any proceedings where it is possible that a settlement might be reached. TPA must provide, as part of its proposal, its philosophy, and practices in determining how to settle cases and what kind of basis/justification it provides in recommending settlements of greater amount to NFPHC.
5. Upon receipt of a lawsuit, within the same working day, Contractor shall contact RM for an agreement on the selection of defense counsel. All lawsuits will be forwarded to the selected defense counsel electronically within 24 hours.

6. The NFPHC requires its TPA to work in conjunction with outside counsel and attorneys of OGC to obtain consistent favorable results. As part of the proposal, TPA shall state its practices and indicate how it will work successfully with counsel to achieve favorable results.
7. Contractor shall assign litigation cases to adjusters deemed to the appropriate litigation experience. RM reserves the right to move a case if an alternative adjuster is deemed to have specialized skills that will assist in the most favorable resolution.
8. Contractor shall evaluate and recommend experts and specialized investigative or other related services, as may be necessary or appropriate for the defense or resolution of claims within the TPA's scope of services.
9. All bills for legal fees and other related costs for all claims referred to Contractor shall be reviewed by TPA as to appropriateness and adjusted based upon NFPHC agreements and billing guidelines with outside law firms. All bills received for legal fees must be reviewed and returned to RM within 15 calendar days.
10. Contractor shall describe its practices for reviewing billing of outside counsel fees and costs, so as to reduce inappropriate charges to the NFPHC, as part of their response.
11. Contractor shall attend all settlement conferences, mediations, and court appearances when a NFPHC representative is needed.
12. Contractor may be required to provide a trial monitor to report on the trial status of litigated case.
13. Contractor shall notify RM on all tenders of claim or defense and forward a copy of the tender of claim or defense letter to RM.
14. Contractor shall adhere to all Centers for Medicare & Medicaid Services (CMS) reporting standards.
15. Contractor shall provide statistical reports on claims (i.e. open claims, closed claims, and financial reports on all fees) and costs paid on liability claims in a form and frequency acceptable to RM. Similar cost reporting may be required on property and ancillary claims.
16. Contractor shall keep NFPHC informed on all significant matters.
17. Contractor shall establish and maintain liability and expense reserves on each claim which fairly and adequately reflect the NFPHC's exposure according to standard practices and NFPHC requirements.
18. Contractor shall assume responsibility for ongoing reporting and notification to all carriers and insurance broker on behalf of the NFPHC in accordance with the specific requirements of the carriers.
19. Contractor shall keep a record of all cases with potential recovery from the carriers and request reimbursement to the NFPHC within 30 days of final NFPHC payment.

21. Contractor shall agree to use the services of NFPHC contractors such as appraisers, investigators, court reporters, copy services, etc. when requested.
22. Contractor shall review, monitor, and request payments to professional investigators, specialists and for other expenses related to handling claims in addition to providing requests for liability settlement payments in accordance with NFPHC requirements.
23. Contractor shall obtain substitute NFPHC W-9 forms from all claimants prior to payment requests.
24. Contractor shall store all closed claim files until a designated time established by the NFPHC. The NFPHC prefers closed claim files to remain in the TPA's immediate possession for one year. After said time, the closed claim files can be stored at a location to be determined by NFPHC.

• **DELIVERABLES / REPORTS**

1. Every 30 days, the Contractor shall provide:
 - i. All open claims; and
 - ii. All claims closed within the past 30 days.
2. Every 90 days, the Contractor shall provide:
 - i. Fees paid to defense counsel by vendor;
 - ii. Status of cases ready for settlement;
and
 - iii. Status report on litigated cases.
3. At the NFPHC's request, the Contractor shall provide:
 - i. Trend analysis reports (with recommendations); and
 - ii. Reports to assist with loss prevention (content to be determined).

B. RFP Schedule

DESCRIPTION	DATE
RFP ISSUED:	1/09/23
INTENT TO PARTICIPATE (Mandatory):	1/27/23 No later than 5:00PM EST
PRE-PROPOSAL CONFERENCE	1/31/23 Time to be determined
DEADLINE FOR RESPONDENT QUESTIONS	2/03/23 No later than 12:00PM EST
HOSPITAL RESPONSE TO RESPONDENT QUESTIONS	2/10/23
PROPOSAL DUE:	2/17/23 No later than 12:00 PM EST
EVALUATION PERIOD:	2/17/23 – 2/22/23
NOTICE OF INTENT TO AWARD:	2/23/23
PROPOSED START DATE:	Begin services at Hospital as soon as practical but no later than 2/28/23

C. RFP Pre-Proposal Conference

If deemed essential by the Hospital, a pre-proposal conference will be scheduled only for firms who provided a timely notice of intent to Propose. If, in the sole determination of the Hospital a pre-proposal conference is scheduled, Respondents will have an opportunity to participate in person or via telephone. The purpose of the pre-proposal conference would be to provide an overview of the RFP and to permit respondents an opportunity to ask general questions about the RFP. Any content specific questions however must be submitted in writing forty-eight (48) hours prior to the pre-proposal conference and sent to KDandridge@united-medicalcenter.com

D. RFP Delivery Address

Not-For-Profit Hospital Corporation
Procurement Department
1310 Southern Ave., S.E.
Washington, DC 20032

E. RFP Coordinator

Kendrick Dandridge
Contracting Officer
Phone: (202) 574-6856
KDandridge@united-medicalcenter.com

II. GENERAL OVERVIEW

A. Introduction

The Hospital is an instrumentality of the District of Columbia government. It is a public entity organized as outlined in the Not-for-Profit Hospital Corporation Establishment Emergency Amendment Act of 2010 (Act), D.C. Act 18-476, effective July 9, 2010 (DC Municipal Regulations: <http://www.dcregs.dc.gov/Gateway/NoticeHome.aspx?noticeid=460670>) and this RFP is governed by the NFPHC Procurement Rules (DC Municipal Regulations: <http://www.dcregs.dc.gov/Gateway/Agencyhome.aspx?SearchType=DCMRAgency&AgencyID=138>).

The Hospital is a critical access hospital that serves the residents of Wards 7 and 8 of the District of Columbia, our nation's capital. Although licensed for over 300 beds the hospital typically runs a census of approximately 100 patients per day. The hospital provides basic medical services to the community including:

1. Medical Surgical Services
2. Telemetry services
3. A 15 bed ICU
4. Surgical Services with 10 operating rooms
5. Emergency Services with 19 acute bays and a fast track area that serves approximately 60,000 visits per year
6. Ambulatory Care services including clinics providing wound care, primary care, specialty care, and OB Gyn care
7. An inpatient dialysis unit
8. A noninvasive cardiac catheterization laboratory
9. Interventional radiology

The primary service area of the hospital includes approximately 180,000 lives in the District of Columbia and additional 1 million people live in neighboring Prince George County Maryland.

In terms of surgical services, the hospital provides surgery in the areas of general surgery, thoracic surgery, orthopedic surgery, urological surgery, vascular surgery and Podiatric surgery. The hospital does not provide trauma services, CT surgery services, Pediatric Surgery, neurosurgery or OBGYN surgical services. The hospital is not neither a STEMI nor a stroke receiving center. The hospital has not provided obstetrical or gynecologic services since the summer of 2017.

In terms of surgical services, the hospital complete approximately 1000 surgical cases per year. GI endoscopic services also take place in the surgery department and approximately 1200 cases per year are performed. On a typical day two OR's are active from 7:00 a.m. to 3:30 pm M-F, and an on call surgical team and anesthesiologist are available to do after hour and weekend emergent or urgent cases.

The hospital serves a population with a higher than average percentage of intravenous drug users and other medical issues that lead to difficulty with IV access. For the past several years the hospital has had an IV insertion service who place PICC lines, mid lines and peripheral IVs for patients with difficult IV access. The service typically places between 10 and 20 midlines and approximately 150 peripheral IVs per month.

B. DC Business License

Prior to the award of any Contract that may result from this RFP effort, the successful Respondent will be required to obtain a DC Basic Business License as is further described at the DC Department of Consumer and Regulatory Affairs website: <http://dcra.dc.gov/service/apply-basic-business-license-bbl>.

C. Stakeholders

This Program has a number of important stakeholders, including, but not limited to:

1. District of Columbia residents
2. Hospital Board of Directors
3. Hospital Staff
4. Hospital Medical Staff
5. Hospital Management
6. District of Columbia Mayor Muriel Bowser
7. City Council of the District of Columbia

D. Term of Contract

The Hospital anticipates that the initial term of any Contract that may be awarded as result of this RFP process will be for an initial period of one year (“Base Year”) and may contain one to four-year Option Year periods under the same or more attractive terms to the Hospital. The Hospital retains the right to terminate engagement of any successful Respondent at any time. Moreover, if awarded, there is no guarantee of contract value.

III. EVALUATION POINT SCALE

A. Factors and Their Relative Importance

Each proposal will be evaluated and scored based on a scale of 1 to 100 utilizing the evaluation factors below.

- a) **RELEVANT EXPERIENCE AND REFERENCES (20 POINTS):** The Hospital wishes to engage a Contractor with the experience necessary to realize the goal and successfully represent and defend the hospital as described herein. The Respondent shall submit information on up to three (3) projects to demonstrate the Respondent’s relevant experience and capability with projects similar in size and scope as those described herein. In evaluating proposals, the Hospital will consider, among other things, the relevancy of the Respondent’s project descriptions provided and the Respondent’s track-record in delivering projects on-time and on-budget. If the Respondent is a team or joint venture of multiple companies, the Hospital will consider the experience of each member of the team or joint venture in light of their role in the proposed team or joint venture. This element of the evaluation will be worth up to twenty (20) points
- b) **PROJECT MANAGEMENT PLAN (20 POINTS):** Respondents are required to submit with their proposal a Project Management Plan that shall clearly explain how the Respondent intends to implement, manage, and complete the Project. It should demonstrate a knowledge of the project, impediments that must be overcome and ensure that sufficient staffing will be provided. This element of the evaluation is worth up to twenty (20) points.

- c) **KEY PERSONNEL (20 POINTS):** Respondents shall assign personnel to this RFP with experience in the areas described herein. The availability and experience of the key individuals assigned to the Hospital will be evaluated as part of this element. The Respondent shall provide resumes for the Key Personnel. This element of the evaluation is worth up to twenty (20) points.
- d) **PRICE (20 POINTS):** The Hospital seeks the most advantageous price and value for the services sought in this RFP. Vendor should respond in the format provided in Attachment A to this RFP. This element of the evaluation is worth up to thirty (20) points.
- e) **EQUITABLE INCLUSION (20 POINTS)** The United Medical Center will prioritize Respondents that maximize by leadership, inclusion and/or location:
 - Racial and ethnic minorities
 - Other persons who are members of historically disadvantaged groups
 - Businesses located in Wards 7 and 8.

IV. PROPOSAL SUBMISSION

Failure to comply with these instructions may disqualify the Respondent from further consideration.

- Proposals must include each item in the order outlined below in this Section IV.
- Each sub-section must be separated by tabs with sub-section headings.
- Printed excluding the Title Page, Table of Contents, Section Dividers, exhibits, and supporting documentation.
- Proposals shall be paginated and organized as described below.

Proposal Contents. Each Respondent must demonstrate past and present ability to fulfill the requirements established by this RFP. Each Vendor must also provide detailed information demonstrating its ability to perform the necessary services with specific reference to the requirements in the Scope of Work. Every proposal must be in writing and must include but may not be limited to:

A. Table of Contents

B. Executive Summary/Introduction

Letter of Interest that includes executive summary/introduction detailing the history and attributes of the company; name and address of the Respondent; website and telephone number; email address of contact; a brief description of the understanding of the Scope of Services; ability to perform the work and history of providing the Scope of Services.

C. Documentation to Substantiate Prior Experience

C.1.1 **General Experience:** Describe generally the Respondents overall qualifications and experience and then identify: (a) the key personnel proposed and their specialties, (b) the contract responsibilities proposed, and (c) the number of years of experience.

C.1.2 **Specific Experience.** Describe generally and then identify no less than two and no more than five matters in which the vendor and the key personnel have been counsel within the last 10 years in

the categories listed in this RFP for which the Respondent proposes to provide services. Please identify (a) the nature of the matter; and (b) the entity represented.

D. Approach and Methodology

Describe in detail your proposed approach in representing the Hospital, including staffing plan, service plan and overall interaction with the Hospital. In your response, describe how your approach and methodology is most advantageous to the Hospital.

E. References

(Supporting Documentation not included in 30-page limitation.)

E.1.1 Provide a list of at least three (3) but no more than six (6) past or current projects similar to the services outlined in this solicitation, and for which the Respondent is proposing. Limit the past services to the past ten (10) years. The list must include the name and location of the project; the role of the team (or team member) in the project; and the name, complete mailing address, telephone number, and email address of the person most familiar with the work performed.

References may be contacted to verify project award, project performance and quality of work.

F. Small/Minority/Women/Certified Business Enterprise (S/M/WBE) Equity Plan

(Supporting Documentation not included in 30-page limitation.)

F.1.1 Respondents should submit narrative information about their policies, plans, activities and accomplishments in creating a diverse workforce, both in their legal and administrative support staffs. The narrative should also indicate any experience utilizing M/WBEs and to what extent minorities and women are included in the team that will advise the Hospital.

F.1.2 Describe the diversity profile of the Respondent's shareholders, members or partners, of counsel and associates. Please include a description of how women and minorities hold positions of leadership in the Respondent's organization, including any history of such participation.

G. Miscellaneous

(Attached all Miscellaneous Documentation not included in 30-page limitation.)

G.1.1 APPENDIX 1 (complete)

G.1.2 APPENDIX 2 (complete)

G.1.3 APPENDIX 3 (sign)

H. Acceptance of Proposal

The submission of a proposal pursuant to this RFP shall constitute acknowledgement and acceptance of all terms and conditions set forth herein.

H.1.1 Proposals are limited to 30 pages and should be prepared simply and economically, avoiding the use of unnecessary promotional material. The Hospital will not reimburse costs of preparing such proposals.

H.1.2 No member of the Hospital's Board of Directors or its Executive Staff shall have a financial interest in any proposal.

H.1.3 In cases of disputes over differences of opinions as to the services in the proposal, the decision of the Hospital shall be final.

H.1.4 Vendors agree that, as a condition of submitting a Proposal to this RFP, it will review the Hospital's Standard Contract Provisions with the understanding that no changes may be made to these or any other of the Additional Documentation required by the Hospital, except as may be decided by the Hospital in its sole and absolute discretion.

H.1.5 The Hospital reserves the right to ask any Vendor for clarification of their proposal should the need arise.

H.1.6 Proposals must contain vendor, fixed offer for a Base Year period and up to three one Option Year periods. This RFP and any resulting proposal, or any part of either the RFP or the Vendor's proposal, may be incorporated into and made part of any contract awarded as a result of this RFP. The Hospital reserves the right to qualify multiple respondents, to apportion the award among one or more respondents, and to further negotiate stated terms and conditions with the selected respondent(s). As provided for in the Hospital's Procurement Rules, the Hospital reserves the right to cancel this RFP at any time, waive any non-conformity with the requirements of this RFP, to reject all proposals, reject any proposal for non-compliance with RFP provisions, and/or to choose not to award a contract if such action is determined to be in the best interest of the Hospital. The successful Respondent will be required to comply with the Department of Labor Wage Determination attached to this RFP.

H.1.7 In compliance with its Procurement Rules, the Hospital reserves the right to withdraw this RFP at any time, to reject all Proposals, reject any Proposal for non-compliance with RFP provisions, or choose not to award a contract if such action is determined to be in the best interest of the Hospital.

H.1.8 The Hospital reserves the right to accept or reject any sub-contractor, franchisee, or business partner through which any goods or services will be offered pursuant to any Firms' proposal. Any such deliverables by such third parties whether provided directly or indirectly must be clearly identified in the Firm's proposal along with a detailed description of the goods or services to be provided.

H.1.9 Proposals should be submitted no later than 12:00 PM (Eastern Standard Time) on January 28th, 2023 in both electronic and hard copy formats to the Contracting Officer. Electronic submissions shall be via email or on CD/jump drive and hard copy submissions shall be as an original and one unbound copy in a sealed package appropriately marked with the proposal title and name and address of the respondent. Electronic submission shall not be in lieu of the hard copy submission.

H.1.10 Any conflict of interest shall be resolved in accordance with NFPHC policies and Procurement Rules.

H.1.11 All proposals submitted shall be held vendor for a period of 120 days after the submission is received by the Hospital.

I. Evaluation of Proposal

The review and evaluation of proposals shall be subject to the Hospital's Procurement Rules. This RFP shall not be construed as a contract, an offer or a request for an offer. Respondents responding to this RFP receive no rights whatsoever as a result of their Proposal. The Proposal will be evaluated by the Hospital and the highest ranking Respondent(s) will be selected to negotiate and enter into a final contract. Evaluation of the Proposals shall include but not be limited to the following criteria:

1. The extent to which the services described in the Respondent's Technical Proposal reflects the Respondent's thorough understanding of the required services and delivery.
2. The quality and adequacy of the Respondent's staffing plan, including the ability of any proposed subcontractors to meet the qualifications and service requirements set forth in RFP and the proven ability of the Vendor, its staff, and its identified subcontractors to provide similar services in size, scope, and setting in a satisfactory manner and within budget.
3. The thoroughness of the overall management plan proposed by the Respondent and the extent to which the proposal outlines methods to streamline the execution of each phase.
4. The evident expertise in hospitals is required, and an understanding of the District of Columbia Government, knowledge of the health care needs in the District of Columbia's Wards 7 and 8 and neighboring Prince George's County is preferable.
5. The stability and capacity of the Respondent and the subcontractors to perform.
6. Cost and overall value to the Hospital.
7. The inclusion of S/M/DBE/CBE Firms is encouraged.

II. Presentations

The Hospital reserves the right to conduct in person or virtual interviews. If invited for an in-person or virtual presentation following the proper submission of a proposal, a Firm's presentation should be limited to 30 minutes in duration unless the Hospital approves otherwise, and each presentation will be followed by questions.

III. Notices

1. Governing Law - This RFP shall be governed by and construed in accordance with the laws applicable in the District of Columbia.
2. Restrictions on Data and Use – Vendors who include information in their proposal that they do not wish to be made public or to be used by the Hospital except for in this procurement process shall mark the title page with the following legend:

“This proposal includes data that shall not be disclosed outside the Not-for-Profit Hospital Corporation (“NFPHC”), and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process. If, however, a contract is awarded to this vendor as a result of or in connection with the submission of this data, NFPHC shall have the right to duplicate, use, or disclose the data to the extent consistent with NFPHC’s needs in the procurement process. This restriction does not limit NFPHC’s rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets _____ (insert page numbers or other identification of sheets).”

And each sheet of data that should be restricted shall be marked with the following legend:

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

L. Contract Award

1. Most Advantageous: Should the Hospital award a contract as a result of this RFP process, the award would be to the responsible Vendor(s) whose offer will be most advantageous to the Hospital considering cost or price, technical and other factors as specified in this RFP.
2. Initial Offers: Should the Hospital award a Contract as a result of this RFP process, the Hospital may do so on the basis of initial offers/proposals received, without discussion. Therefore, each initial proposal should contain the vendors’ best terms from a standpoint of cost or price, technical and other factors.
3. Contract Provisions: In addition to the Standard Contract Provisions referenced in APPENDIX 3 of this RFP, all Hospital contracts include the following language:
 - i. ANTI-DEFICIENCY ACTS. The Contract shall be interpreted in accordance with and pursuant to the provisions of (i) the federal Anti-Deficiency Act, 31 U.S.C. §§ 1341, 1342, 1349-1351 1511-1519 (2008) (the “Federal ADA”), and D.C. Official Code §§ 1-206.03(e) and 47-105; (ii) the District of Columbia Anti-Deficiency Act, D.C. Official Code §§ 47-355.01 – 355.08 (the “D.C. ADA”); (iii) Section 446 of the District of Columbia Home Rule Act, D.C. Official Code § 1-204.46 (collectively, as amended from time to time, the “Anti-Deficiency Acts”). Under the Anti-Deficiency Acts the Not for Profit Hospital Corporation (“Hospital”) cannot obligate itself to any financial commitment in any present or future year unless the necessary funds to pay that commitment have been appropriated by the Congress of the United States (the “Congress”) and are lawfully available for the purpose committed. Thus, pursuant to the Anti-Deficiency Acts, nothing in this Contract shall create an obligation of the Hospital in anticipation of an appropriation by Congress for such purpose, and the Hospital’s legal liability for the payment of any amount under this Contract does not and may not arise or obtain in advance of the lawful availability of appropriated funds for the applicable fiscal year as approved by Congress. Any Contract provision that violates the Anti-Deficiency Acts is void; however, the Contract shall remain valid. See section 3 of the Standard Contract Provisions for use with the Not-for Profit Hospital Corporation Supplies and Services Contracts, dated December 27, 2010.
 - ii. Indemnity Provisions. The Hospital cannot and does not agree to contract provisions that provide for the Hospital to indemnify the contractor, its agents, employees, invitees, successors, or assigns.
 - iii. Contingent Fees. The Hospital cannot and does not agree to enter into contingent fee contracts, unless the fee amount is limited to a specified amount adequately covered by an available appropriation at the time of contract award.
 - iv. Contracts in excess of One Million Dollars or Multiyear Contracts. Any contract that provides for expenditures in excess of \$1, 000,000 in a twelve (12) month period or any contract which is a Multi-year contract shall not be binding or give rise to any claim or demand against the Hospital until approved by the Council of the District of Columbia and signed by the Contracting Officer.

- v. Fiscal Year Funds. Contracts that extend beyond the fiscal year are subject to the appropriation of funds.
- vi. Freedom of Information Act. The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the Hospital to make available for inspection and copying any record produced or collected pursuant to a Hospital contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made.
- vii. Laws applicable to the Hospital include:
 - (a) District of Columbia Quick Payment Act of 1984, as amended, D.C. Code § 2-221.01; Living Wage Act of 2006, as amended, D.C. Code § 2-220.01; Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Code § 2-218.01 and 2-218.50; First Source Employment Agreement Act of 1984, as amended, D.C. Code § 2-219.01; Service Contract Act, 41 USC 351(a); Health Insurance Portability and Accountability Act of 1996, P.L. 104-191; the Privacy and Security Rules codified at 45 C.F.R. Parts 160 and 164.
 - (b) Applicable Hospital laws, rules and policies, including the Not-for-Profit Hospital Corporation Establishment Act (D.C. Official Code §§44-951.01 *et seq.*, 44-407(b) (14), 2011 Supp.) and the Hospital’s Procurement Rules (27 DCMR 46; May 27, 2011).
 - (c) All other applicable District of Columbia and federal laws and regulations, including laws and regulations of any agency having jurisdiction, including Center for Medicare and Medicaid Services and The District of Columbia.
- viii. Insurance. The successful Respondent(s), at its expense, shall obtain the minimum insurance coverage set forth by the Hospital and keep such insurance in force throughout the contract period. All insurance provided by the Respondent and to the extent allowable by law, shall set forth the Hospital as an additional insured (as applicable).

M. Subcontracting Plan

1. Plan. If the responding Respondent is required by law to subcontract under this contract, it must subcontract (thereby becoming the “Prime Contractor”) at least 35% of the dollar volume of the contract in accordance with the provisions of this section. The Prime Contractor responding to this RFP which is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals in response to this RFP shall be deemed nonresponsive and shall be rejected if the offering vendor is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the subcontracting plan is approved by the Contracting Officer, changes to the plan will only occur with the prior written approval of the Contracting Officer. Each subcontracting plan shall include the following:
 - i. A description of the goods and services to be provided by District of Columbia Small Business Enterprises (SBE) or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - ii. A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - iii. The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - iv. The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

- v. A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - vi. In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - vii. Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the Contracting Officer, and submit periodic reports, as requested by the Contracting Officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - viii. A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - ix. A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
2. Subcontracting Plan Compliance Reporting. If a Contractor has an approved subcontracting plan required by law for a contract awarded as a result of this RFP, then such Prime Contractor shall submit to the Contract Administrator, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- i. The dollar amount of the contract or procurement;
 - ii. A brief description of the goods procured or the services contracted for;
 - iii. The name of the business enterprise from which the goods were procured or services contracted;
 - iv. Whether the subcontractors to the contract are currently certified business enterprises;
 - v. The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
 - vi. A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
 - vii. A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.
3. Enforcement and Penalties for Breach of Subcontracting Plan
- i. If during the performance of an awarded contract, the Contractor fails to comply with its approved subcontracting plan, and the Contracting Officer determines the Contractor's failure to be a material breach of the contract, the Hospital shall have cause to terminate the contract for default.
 - ii. There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor
 - a. fails to submit any required monitoring or compliance report; or
 - b. submits a monitoring or compliance report with the intent to defraud the Hospital.
 - iii. A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

APPENDIX I
Background Information

Must be completed and submitted with all proposals.

What is the legal name of your company? <i>Include FEIN as this will be checked against DC and Federal Debarment lists.</i>
What is the vendor headquarters mailing address? <i>Attach DC Basic Business license (or state reason for exemption) and proof of business insurance.</i>
How many years has your company been in business?
List name and title for the principals of the company.
What are the parent/subsidiary relationships in the company organization?
Please describe the nature of all your business operations <i>(e.g. major business lines, major markets served, company history)</i>
Please describe all of your operating units, subsidiaries, and affiliated company.
Please explain if anyone from your company (i.e., management, key employees, large shareholders) enter into any conflicts of interest by conducting business with the Hospital?
Does your company offer the proposed services via a GSA Schedule? <i>Please provide number(s) for Schedule(s).</i>
Does your company offer the proposed services via a contract with a federal agency? <i>Please provide number(s) for Contract(s).</i>
Please list the Group Purchasing Organization(s) of which your company is a member?

APPENDIX 2

References

Must be completed and submitted with all proposals.

List at least three (3) Healthcare (Third Party Administrator Services) references to which your vendor has provided services similar in size and scope to those being proposed.

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

Company Name:	
Address:	
City/State/Zip:	
Business Phone:	
Contact Person:	Email:

APPENDIX 3
Acknowledgement of Required Documentation
 Must be signed and submitted with all proposals.

By signing below I acknowledge the following:

1. Prior to the date of award of any contract with the Hospital, my company will be required to provide the Hospital with a copy of my company’s DC Basic Business License (if applicable) and proof of insurance.
2. My company acknowledges that the below-listed documents (available in the Doing Business With section of the Hospital’s website: <http://www.united-medicalcenter.com/about-us/doing-business-with-umc.html>) are incorporated by reference into all NFPHC contracts and that, where applicable, it will be the responsibility of my vendor to complete and submit both the First Source Agreement and the LSDBE Subcontracting Plan to the Hospital and the proper District of Columbia government agency.

DOCUMENTS	APPLICABILITY
NFPHC Standard Contract Provisions	Applies to all contracts
NFPHC Business Associate Agreement	Must be signed by all Business Associates
Living Wage Act of 2006	Applies to all contracts
Department of Labor Wage Rates	Applies to all contracts
First Source Agreement	Must be completed for all contracts over \$300k
LSDBE Subcontracting Plan	Must be completed for all contracts over \$250k

3. The above-listed documents may not be changed or altered in any way.

Name (printed): _____ Title: _____

Signature: _____ Date: _____

ATTACHMENT A

PRICING
FOR
Third Party Administrator Services

A. PRICING

The price is required to be proposed in a fixed fee in terms of hourly costs for each type of participant.

The Price Proposal shall include a breakdown showing a fully burdened hourly rate for each personnel classification by nature of the work required to complete the Scope of Services included within this Solicitation. No blended rates will be accepted. No administrative personnel charges will be accepted. All overhead and administrative costs should be included in the professional hourly rates.

The vendor must agree to keep these prices valid for the base period and all option years.

B. OTHER COSTS

Please list and complete description and basis of any other costs, fees or charges the Hospital would be expected to pay to you or on your behalf.

NOT-FOR-PROFIT HOSPITAL CORPORATION, commonly known as United Medical Center, an instrumentality of the District of Columbia government, hereinafter known as the "Hospital".		CONTRACT		Page 1 of __
		1. Contract Number:		
2. Address	3a. Effective Date: Date of Execution	4a. Requisition/Purchase Order/Task Order.		
Not-For-Profit Hospital Corporation Accounts Payable 1310 Southern Avenue, S.E. Washington, D.C. 20032	3b. Date work begins if different from Effective Date: N/A			
	3c. Date of Council Approval: N/A			
4b. Department(s) Using Goods or Services:				
5. Contractor: Various		6. Subject:		
7. Base Year Funding Request:				
8. Number of Option Years: 0				
9.	Section	Description	Section	Description
	I	<i>"Contract Specifications"</i> Part A. Price Schedule Part B. Scope of Work Part C. Period of Performance Part D. Administration		
	II	<i>"Contract Terms and Conditions"</i> Part E. General Provisions Part F. Special Contract Requirements		
	III	<i>"Technical Proposals"</i> (if applicable) Part G. Technical Proposal		
10. CONTRACTOR By: Authorized Contractor Representative		11. NOT-FOR-PROFIT HOSPITAL CORPORATION By: Authorized Contracting Officer		
10A. Name and Title: (Type or print):		11A. Name of Contracting Officer: Contracts Administrator		
10B. Signature:	10C. Date Signed	11B. Signature	11C. Date Signed	
12. GENERAL COUNSEL – LEGAL SUFFICIENCY				
This contract appears legally sufficient. Please be advised that my finding is premised on the Contract receiving any and all requisite approvals. In additions, the Hospital continues to work with other District agencies to determine the most effective manner for all involved to achieve their respective legislative mandates while the Hospital strives to meet: (i) its Establishment Act purposes (D.C Official Code §44-95 1.02(b)); (ii) the Hospital Board of Directors approved Strategic Plan (all thirteen Councilmembers introduced the Sense of the Council Not-for-Profit Hospital Corporation Transformation and Sustainability Resolution of 2014 (PRO-731)), which expressed the desire that the Hospital move swiftly to implement the strategic plan); and (iii) its clarified District government charged legislative mandate in the Fiscal Year 2015 Budget Support Emergency Act of 2014 (B20-849), which required the Hospital move forward expeditiously with improving UMC operations and soliciting proposals for private sector takeover of the ownership and management of the United Medical Center.				
Approved as to Legal Sufficiency: _____ Mike Austin, NFPHC General Counsel			Date: _____	
13. CFO – CERTIFICATION OF FUNDS		<i>I hereby certify funds are sufficiently included in the District's FY 201__ budget and financial plan to support this Contract.</i>		
Certification of Funds: _____ Date: _____ Lilian Chukwuma, NFPHC Chief Financial Officer				