



NOT-FOR-PROFIT HOSPITAL CORPORATION

November 6, 2024

The Honorable Phil Mendelson
Chairman, Council of the District of Columbia
John A. Wilson Building
1350 Pennsylvania Avenue, N.W.
Suite 504
Washington, DC 20004

Dear Chairman Mendelson:

Enclosed for consideration and approval by the Council of the District of Columbia is Modification 2 to Contract No. NFPHC-ER-23-C between the Not-for-Profit Hospital Corporation and George Washington University Medical Faculty Associates, Inc., Approval and Payment Authorization Emergency Act of 2024, and Modification 2 to Contract No. NFPHC-ER-23-C between the Not-for-Profit Hospital Corporation and George Washington University Medical Faculty Associates, Inc. Approval and Payment Authorization Emergency Declaration Resolution of 2024, for the provision of emergency department services ("Contract").

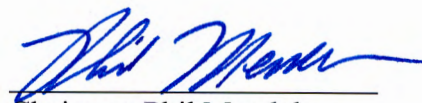
Council action is necessary to approve Modification 2, which seeks to exercise Option Year 2 in the amount of \$3,497,908.26 for a 6-month period (October 1, 2024 to March 31, 2025). The proposed modification is retroactive due to the extended negotiating period needed to secure the incumbent vendor during the Hospital's pending wind down. Continued approval is vital to avoiding a major disruption in these critical patient care services.

As always, I am available to discuss any questions you may have regarding this submittal. In order to facilitate a response to any questions you may have, please have your staff contact me at (202) 574-6611. I look forward to a favorable consideration on this contract.

Sincerely,

A handwritten signature in blue ink that reads "Jacqueline Payne-Borden". The signature is fluid and cursive, written over the printed name.

Jacqueline Payne-Borden
Chief Executive Officer
Not-for-Profit Hospital Corporation
Enclosure



Chairman Phil Mendelson
on behalf of the Not-for-Profit
Hospital Corporation

A BILL

IN THE COUNCIL OF THE DISTRICT OF COLUMBIA

To approve, on an emergency basis, Modification 2 to Contract No. NFPHC-ER-23-C the Not-for-Profit Hospital Corporation, commonly known as United Medical Center (“Hospital”) and George Washington University Medical Faculty Associates, Inc., (“GW MFA”) to provide emergency department services, and to authorize payment for the services received and to be received under the Contract.

BE IT ENACTED BY THE COUNCIL OF THE DISTRICT OF COLUMBIA,

That this act may be cited as the “Modification 2 to Contract No. NFPHC-ER-23-C between the Not-for-Profit Hospital Corporation and George Washington University Medical Faculty Associates, Inc., (“GW MFA”) Approval and Payment Authorization Emergency Act of 2024”.

Sec. 2. Pursuant to section 451 of the District of Columbia Home Rule Act, approved December 24, 1973 (87 Stat. 803; D.C. Official Code § 1-204.51), and notwithstanding the requirements of section 202 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-352.02), the Council approves Modification 2 to Contract No. NFPHC-ER-23-C between the Not-for-Profit Hospital Corporation and George Washington University Medical Faculty

36 Associates, Inc., (“GW MFA”) to provide emergency department services, and authorizes
37 payment for the services received and to be received under this Contract and payment in
38 the amount of \$3,497,908.26.

39 Sec. 3. Fiscal impact statement.

40 The Council adopts the fiscal impact statement of the Chief Financial Officer as
41 the fiscal impact statement required by section 4a of the General Legislative Procedures
42 Act of 1975, approved October 16, 2006 (120 Stat. 2038; D.C. Official Code § 1-
43 301.47a).

44 Sec. 4. Effective date.

45 This act shall take effect following approval by the Mayor (or in the event of veto
46 by the Mayor, action by the Council to override the veto), and shall remain in effect for
47 no longer than 90 days, as provided for emergency acts of the Council of the District of
48 Columbia in section 412(a) of the District of Columbia Home Rule Act, approved
49 December 24, 1973 (87 Stat. 788; D.C. Official Code § 1-204.12(a)).

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**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement**



Pursuant to section 202(c-1) of the Procurement Practices Reform Act of 2010, as amended, D.C. Official Code § 2-352.02(c-1), the following contract summary is provided:

COUNCIL CONTRACT SUMMARY

(Retro)

(A) Contract Number: Contract No. NFPHC-ER-23-C

Proposed Contractor: George Washington University Medical Faculty Associates, Inc., (“GW MFA”)

Contract Amount: Modification 2: \$3,497,908.26

Unit and Method of Compensation: Monthly with proper invoices

Term of Contract: October 1, 2024 to March 31, 2025; retroactive

Type of Contract: Fixed Fee, with monthly reconciliation

Source Selection Method: Sole Source under 27 DCMR 4618

(B) For a contract containing option periods, the contract amount for the base period and for each option period. If the contract amount for one or more of the option periods differs from the amount for the base period, provide an explanation of the reason for the difference:

- Base Period:
 - o Initial letter Contract: \$713,793.66 (October 1, 2022 to October 31, 2022)
 - o Total definitized Contract: \$7,997,458.78 (October 1, 2022 to September 30, 2023); Council approved (A24-718)

- Option Year 1
 - o Modification 1: \$7,945,816.52 (October 1, 2023 to September 30, 2024) Council approved (A25-298)

- Option Year 2 (partial exercise)
 - o Proposed Modification 2: \$3,497,908.26 (October 1, 2024 to March 31, 2025)

(C) The goods or services to be provided, the methods of delivering goods or services, and any significant program changes reflected in the proposed contract:

The provision of emergency department services for a period from October 1, 2024 to March 31, 2025. Through the duration of this contract UMC will pay out of pocket \$1,922,908.26 and the balance up to \$ 1,575,000.00 from billing collections for 6 months.

(D) The selection process, including the number of offerors, the evaluation criteria, and the evaluation results, including price, technical or quality, and past performance components:

This Contract was sole sourced under 27 DCMR 4618 because UMC couldn't afford to experience disruption with these urgent services, especially given the pending wind down. George Washington University Medical Faculty Associates is the incumbent vendor and can provide the emergency department services without any lapse.

(E) A description of any bid protest related to the award of the contract, including whether the protest was resolved through litigation, withdrawal of the protest by the protestor, or voluntary corrective action by the District. Include the identity of the protestor, the grounds alleged in the protest, and any deficiencies identified by the District as a result of the protest:

There were no protests associated with this procurement.

(F) The background and qualifications of the proposed contractor, including its organization, financial stability, personnel, and performance on past or current government or private sector contracts with requirements similar to those of the proposed contract:

Medical Faculty Associates, Inc. - Background and Qualifications

Medical Faculty Associates, Inc. ("MFA") is a leading healthcare provider across the Washington Metropolitan region. MFA serves as the administrative and contracting organization for The George Washington University's ("GWU") 800 academic and community physicians. With experts across over 50 clinical specialty and subspecialty areas, MFA serves patients and families from across the Washington Metropolitan region. MFA faculty provides services to many communities and health care institutions including The George Washington University Hospital, Children's National Health System, Walter Reed National Military Medical Center, INOVA Health and more. MFA provides a variety of office and hospital-based services for adult patients including Emergency Medicine, Hospitalist, Radiology, Anesthesiology, Critical Care, Pathology, Obstetrics and Gynecology, Pain Management, Psychiatric, and Surgical services.

Description and Organizational Philosophy

MFA is a 501(c)(3), not-for-profit, locally controlled, physician-led tax-exempt organization. MFA has over 2,150 employees and is comprised of 13 clinical Departments that makeup a large integrated multispecialty group. Affiliated with The George Washington University, MFA has

grown to become one of the largest independent physician practices. Affiliated with The George Washington School of Medicine and Health Sciences ("GWSMHS"), MFA is committed to the goals of providing superior healthcare, advancing knowledge and training future caregivers. MFA's physicians teach and mentor medical students, residents and researchers at GWSMHS which was the first medical school in the nation's capital and the eleventh oldest in the United States.

(G) The period of performance associated with the proposed change, including date as of which the proposed change is to be made effective:

October 1, 2024 to March 31, 2025. Should the Council approve the proposed change, it will be deemed effective retroactive to Oct 1, 2024.

(H) The value of any work or services performed pursuant to a proposed change for which the Council has not provided approval, disaggregated by each proposed change if more than one proposed change has been aggregated for Council review:

The value of work performed pursuant to Modification 2 is \$0

(I) The aggregate dollar value of the proposed changes as compared with the amount of the contract as awarded:

The aggregate value of the of the proposed Modification 2: \$3,497,908.26

(J) The date on which the contracting officer was notified of the proposed change:

July 3, 2024

(K) The reason why the proposed change was sent to Council for approval after it is intended to take effect:

Additional time to negotiate was required to avoid a lapse in critical emergency department services.

(L) The reason for the proposed change:

To exercise the next option year.

(M) The legal, regulatory, or contractual authority for the proposed change:

NFPHC Contracting Authority; NFPHC Establishment Act; Home Rule Act.

(N) A summary of the subcontracting plan required under section 2346 of the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.* ("Act"), including a certification that the subcontracting plan meets the minimum requirements of the Act and the dollar volume of the portion of the

contract to be subcontracted, expressed both in total dollars and as a percentage of the total contract amount:

UMC has worked diligently with DC Department of Small and Local Business Development (DSLBD) to find CBEs to provide these services, but past efforts were unsuccessful. There is no subcontracting plan because of the critical need and highly specialized nature of the services to be provided. UMC will continue to do its best, yet acknowledges that as the closure nears, procurement opportunities will become even more limited and avoiding disruption to major services even more paramount.

(O) Performance standards and the expected outcome of the proposed contract:

The Contractor's performance will be monitored by the Not-for-Profit Hospital Corporation Interim CEO and Chief Nursing Officer. The performance standards are as outlined in the proposed Contract and as required by applicable local, federal, industry, and licensing entities.

(P) The amount and date of any expenditure of funds by the District pursuant to the contract prior to its submission to the Council for approval:

The amount of funds used prior to submission is \$0.

(Q) A certification that the proposed contract is within the appropriated budget authority for the agency for the fiscal year and is consistent with the financial plan and budget adopted in accordance with D.C. Official Code §§ 47-392.01 and 47-392.02:

See enclosed fiscal certification from the OCFO.

(R) A certification that the contract is legally sufficient, including whether the proposed contractor has any pending legal claims against the District:

See enclosed legal certification from UMC Counsel.

(S) A certification that Citywide Clean Hands database indicates that the proposed contractor is current with its District taxes. If the Citywide Clean Hands Database indicates that the proposed contractor is not current with its District taxes, either: (1) a certification that the contractor has worked out and is current with a payment schedule approved by the District; or (2) a certification that the contractor will be current with its District taxes after the District recovers any outstanding debt as provided under D.C. Official Code § 2-353.01(b):

See enclosed Clean Hands Certification.

(T) A certification from the proposed contractor that it is current with its federal taxes, or has worked out and is current with a payment schedule approved by the federal government:

The proposed contractor has certified its compliance.

- (U) The status of the proposed contractor as a certified local, small, or disadvantaged business enterprise as defined in the Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005, as amended, D.C. Official Code § 2-218.01 *et seq.*:**

The Contractor is not certified as a local, small, or disadvantaged business enterprise.

- (V) Other aspects of the proposed contract that the Chief Procurement Officer considers significant:**

All relevant aspects of the proposed Contract are enclosed.

- (W) A statement indicating whether the proposed contractor is currently debarred from providing services or goods to the District or federal government, the dates of the debarment, and the reasons for debarment:**

As of September 11, 2024, the Contractor does not appear on the District or Federal Excluded Parties List.

- (X) Any determination and findings issues relating to the contract's formation, including any determination and findings made under D.C. Official Code § 2-352.05 (privatization contracts):**

None.

- (Y) Where the contract, and any amendments or modifications, if executed, will be made available online:**

Due to the hospital's pending closure, the website will not undergo further upgrades; however, the contract remains available onsite.

- (Z) Where the original solicitation, and any amendments or modifications, will be made available online:**

Due to the hospital's pending closure, the website will not undergo further upgrades; however, the contract remains available onsite.



Date of Notice: October 25, 2024

Notice Number: L0012801558

MEDICAL FACULTY ASSOCIATES INC
2150 PENNSYLVANIA AVE NW
WASHINGTON DC 20037-3201

FEIN: **-***0700
Case ID: 18300991



CERTIFICATE OF CLEAN HANDS

As reported in the Clean Hands system, the above referenced individual/entity has no outstanding liability with the District of Columbia Office of Tax and Revenue or the Department of Employment Services. As of the date above, the individual/entity has complied with DC Code § 47-2862, therefore this Certificate of Clean Hands is issued.

TITLE 47. TAXATION, LICENSING, PERMITS, ASSESSMENTS, AND FEES
CHAPTER 28 GENERAL LICENSE
SUBCHAPTER II. CLEAN HANDS BEFORE RECEIVING A LICENSE OR PERMIT
D.C. CODE § 47-2862 (2006)
§ 47-2862 PROHIBITION AGAINST ISSUANCE OF LICENSE OR PERMIT

Authorized By Melinda Jenkins

Branch Chief, Collection and Enforcement Administration

To validate this certificate, please visit MyTax.DC.gov. On the MyTax DC homepage, click the "Validate a Certificate of Clean Hands" hyperlink under the Clean Hands section.

Government of the District of Columbia
Office of the Chief Financial Officer



MEMORANDUM

To: Jacqueline Payne-Borden, Chief Executive Officer

CC: Kendrick Dandridge, Contracting Officer

From: Lilian Chukwuma, CFO – Not-for-Profit Hospital Corporation

A handwritten signature in black ink, appearing to read 'Lilian Chukwuma', is written over the end of the 'From:' line.

Date: November 06, 2024

Re: Modification 2 to Contract No. NFPHC-ER-23-C between Not-for-Profit Hospital Corporation and George Washington University Medical Faculty Associates, Inc., (“GW MFA”) Approval and Payment Authorization Emergency Act of 2024

The Not-for-Profit Hospital Corporation (NFPHC) intends to contract with George Washington University Medical Faculty Associates, Inc., (“GW MFA”) for the provision of emergency department services. The Proposed Modification 2 of Contract No. NFPHC-ER-23-C has a contract value of \$3,497,908.26 for a 6-month period, October 1, 2024 – March 31, 2025.

The Office of the Chief Financial Officer hereby certifies that the funds are included in the NFPHC FY 2025 budget.



NOT-FOR-PROFIT HOSPITAL CORPORATION

MEMORANDUM

To: Jacqueline Payne-Borden
Chief Executive Officer

From: Eric Goulet *Eric J. Goulet*
General Counsel

Reference: Modification 2 to Contract No. NFPHC-ER-23-C between Not-for-Profit Hospital Corporation and George Washington University Medical Faculty Associates, Inc., ("GW MFA") Approval and Payment Authorization Emergency Act of 2024

Date: November 6, 2024

Subject: Legal Sufficiency

I have reviewed the above-referenced Modification 2 to Contract No. NFPHC-ER-23-C between the Not-for-Profit Hospital Corporation, commonly known as United Medical Center ("Hospital"), and George Washington University Medical Faculty Associates, Inc., for the provision of emergency department services.

I hereby certify that it appears to be legally sufficient. Please be advised that my finding is premised on the Contracts being submitted to and approved by the Council of the District of Columbia.

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 MODIFICATION/ CHANGE ORDER	Page
	NFPHC - NFPHC-ER-23-C-0001A	1 of 2

2. Address (Send invoices here) Not-For-Profit Hospital Corporation United Medical Center – Accounts Payable 1310 Southern Avenue, S.E. Washington, D.C. 20032	3a. Effective Date: 10/01/2024 3b. Date of Council Approval: TBD	4. Requisition/Purchase Order/Task Order/Modification Number: Modification #2
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5. Department(s) Using Goods or Services:	
6. Contractor: name; address; phone number and email address Medical Faculty Associates, Inc. 2150 Pennsylvania Avenue NW Washington, DC 20037	7. Subject: Modification for partial exercise of Option Year Two (OY2) for the provision of Adult Emergency Department at the Hospital twenty-four (24) hours per day, from October 1, 2024 to March 31, 2025, reporting to the assigned Hospital Administrative Staff.

8.	Exercise of Option	X	Change Order		Supplemental Agreement		Letter Contract/ Contract Extension		Other:
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9. Modification/Change Order Amount: \$3,497,908.26 (Out-of-Pocket from UMC \$ 1,922,908.26 +Balance Up to \$1,575,000.00 from Billing Collections for 6 months)	10. Total Contract Amount: \$3,497,908.26
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11. The parties hereby agree to exercise this Mod 2 to this certain Contract for FY 25 as follows:

a.

OPTION YEAR 2 - 6 month partial exercise			
<i>Contract Line Item Number (CLIN)</i>	<i>Description</i>	<i>Monthly Amount</i>	<i>Annual Not-to-Exceed Amount</i>
0001	Primary Provider Costs Physicians; Flex 5,490 - 7,847.5 Hours (30hrs/day – 42hrs/day) Mid-levels; 4,430 Hours 2.0 additional staff.	\$320,484.71	\$1,922,908.26
TOTAL AMOUNT:			\$1,922,908.26

*Total value of the contract is \$3,497,908.26 Medical Faculty Associates, Inc. receives and keep up to \$1,575,000.00 of collections for this agreement (NFPHC-ER- 23-C-0001) and excess collection over the agreement will revert to UMC.

*Medical Faculty Associates, Inc. ("MFA") shall have the flex capability of staffing between 30.0 and 42.0 hours per day based upon patient volume at United Medical Center. However, if MFA staffs fewer than 42.0 hours, they must ensure the staffing is adequate to provide appropriate coverage reflective of the patient volume.

b. Performance Metrics:

- 1. ROOM TO DOCTOR.....90% COMPLIANCE
 - o MEDIAN - 20 MINUTES
- 2. ROOM TO ADMISSION DECISION90% COMPLIANCE
 - o MEDIAN – 180 MINUTES
- 3. ROOM TO DISCHARGE DECISION.....90% COMPLIANCE
 - o MEDIAN – 150 MINUTES
- 4. PRESS GANEY SCORES.....100% COMPLIANCE
 - o MONTHLY COMPOSITE SCORES ABOVE 55%
- 5. COMPLETION OF DOCUMENTATION PER MEDICAL STAFF BYLAW 90% COMPLIANCE
- 6. COMPLIANCE WITH MEDICAL NECESSITY (Shared Performance)..... 90% COMPLIANCE
 - o APPROPRIATENESS OF ADMISSION
 - o APPROPRIATE LEVEL OF CARE

There will be a three (3) month grace period from the commencement of the contract before any penalties are to be levied. During this time, the Hospital will review and make any necessary adjustments in any particular areas prior to moving forward. This will include assessing nursing and ancillary staffing, consultation availability and other support services.


For any measure that falls below the indicated level of compliance for any given quarter, there will be a \$1,000.00 penalty assessed against the next month's payment.

For the shared performance metric, if performance falls below the compliance level for any given quarter, both services will incur a \$1,000.00 penalty to be assessed against the following months payments.

If there are any disputes or mitigating factors that significantly impact the ability to comply with the performance metrics as stated, those concerns are to be forwarded to the Chief Medical Officer for review and final determination.


There will be no bonus payments for any performance above the stated levels of compliance as this is the level of care that is expected under the terms of the contractual agreement. However, penalties may be waived by improved performance above the compliance level for the corresponding metric for the quarter immediately following.

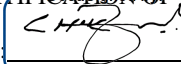
***All other Contract terms shall remain in full force and effect.**



12. Name of Contractor: Signature: 	Date: 09/30/24	13. Signature of Contracting Officer: Kendrick Dandridge, Contracting Officer Signature: _____	Date:
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14. 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 I.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.

DocuSigned by:

 Legal Sufficiency: _____ Date: 9/30/2024
 Eric Goulet, NFPHC General Counsel

15. CERTIFICATION OF FUNDS Signature:  Date: 10/22/2024 Eric Goulet, NFPHC CFO	I hereby certify funds are sufficiently included in the District's FY 2025 budget and financial plan to support this Contract.
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FOR INTERNAL PURPOSES ONLY	
OCFO REVIEW APPROVAL:  : NFPHC Budget Officer	CEO REVIEW APPROVAL:  : NFPHC Chief Executive Officer