

# HUMAN CARE AGREEMENT

PAGE OF PAGES  
1 49

<b>1. HUMAN CARE AGREEMENT NUMBER</b> CW40927	<b>2. REQUISITION/PURCHASE REQUEST NO.</b>	<b>3. DATE OF AWARD</b> SEE BOX 13C
<b>4. ISSUED BY</b> Office of Contracting and Procurement 810 First Street NE, 8 <sup>th</sup> floor Washington, D.C. 20002	<b>5. ADMINISTERED BY (if other than Item No. 4):</b> Office of the State Superintendent of Education Strong Start DC Early Intervention Program (DC EIP) Division of Early Learning 810 First Street NE 5 <sup>th</sup> Floor Washington, DC 20002	

**6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code)**  
 Building Bridges Therapies, LLC  
 1725 I Street, NW, Suite 300  
 Washington, DC 20006  
**POINT OF CONTACT:** Deniere N. Allen  
**Telephone:** 202-688-1038      **Fax** 202-688-2774      **E-Mail:** [bridgestherapies@outlook.com](mailto:bridgestherapies@outlook.com)

<b>7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO:</b>  OSSE.DSE-PARTCFINANCE@DC.GOV and DEBORAH.ALI@DC.GOV	<b>8. DISTRICT SHALL SEND ALL PAYMENTS TO:</b> Building Bridges Therapies, LLC 1725 I Street, NW, Suite 300 Washington, DC 20006
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**9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST**

ITEM/LINE NO.	HGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
		See Section B.2 for listing of Direct Care Services				
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						
<b>GRAND TOTAL</b>					<b>NTE</b>	<b>\$900,000.00</b>

**10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION**

L/NW	JGY	YEAR	INDEX	FCA	OBJ	JOB	GRANT/PPH	PROG/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT
														\$

<b>A. SOAR SYSTEM OBLIGATION CODE:</b>	<b>B. Name of Financial Officer (Typed):</b> Title:	<b>C. Signature:</b>	<b>D. Date:</b>
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**11. PERIOD OF HUMAN CARE AGREEMENT**

**Starting Date:** *Date of Award in Box 13C.*      **Ending Date:** **1 (one) year from award date.**

**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/Provider specified in Item No. 7 of this document. The Provider/Provider 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 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 constitutes the final agreement of the parties.

12. FOR THE PROVIDER/PROVIDER			13. FOR THE DISTRICT OF COLUMBIA		
<b>A. Name and Title of Signer (Type or print)</b> Name: <i>Deniere Allen</i> Title: <i>Supplier Operator</i>			<b>A. Name of Contracting Officer (Type or print)</b> Name: <i>Alvin N. Stith</i> Title: <i>Contracting Officer</i>		
<b>B. Signature of PROVIDER/PROVIDER, or representative:</b> <i>Deniere Allen</i>	<b>C. Date:</b> <i>6/2/10</i>		<b>B. Signature of CONTRACTING OFFICER:</b> <i>Alvin N. Stith</i>	<b>C. Date:</b> <i>6/10/10</i>	

**SECTION B: HUMAN CARE SERVICES AND SERVICES RATES**

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, Office of the State Superintendent of Education, hereafter referred to as the “**District**,” is Contracting through this Human Care Agreement with Building Bridges Therapies, LLC, hereafter referred to as the “**Provider**,” for the purchase of **eligibility evaluations and assessments and annual re-evaluations and re-assessments including the participation during the development of the Individual Family Service Plan (IFSP)**

**B.1.1** The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.

**B.1.2** Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District Government, when and if ordered, the services specified in B.2 Schedule.

**B.1.3** There is no limit on the number of Task Orders that may be issued. The District Government may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.

**B.1.4** This Human Care Agreement is based on fixed-unit rates. The Provider shall deliver services in accordance with Section C.

**B.2 SCHEDULE – SERVICE / DESCRIPTION / RATE**

**B.2.1 Base Year**

UNITED STATES	SERVICE DESCRIPTION	UNIT	BASE RATE
1001	ASSISTIVE TECHNOLOGY SERVICES	CLIENT/PER IFSP	VARIES DEPENDING ON CODE
1002	ASSESSMENTS FOR SERVICE PLANNING	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) \$28.50/15 MIN (RC2)
1003	AUDIOLOGY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1004	DEVELOPMENTAL THERAPY	CLIENT/PER IFSP	\$27.50/15 MIN
1005	DEVELOPMENTAL THERAPY-APPLIED BEHAVIORAL ANALYSIS (ABA) METHOD	CLIENT/PER IFSP	\$31.25/15 MIN (RC1) INDIVIDUAL \$27.50/15 MIN (RC2) INDIVIDUAL \$18.43/15 MIN (GROUP)
1006	GROUP THERAPY (TWO (2) OR MORE CHILDREN)	CLIENT/PER IFSP	\$18.43/15 MIN (GROUP)
1007	NURSING SERVICES	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$25.13/15 MIN (RC2) INDIVIDUAL
1008	NUTRITION SERVICES	CLIENT/PER IFSP	\$30.41/15 MIN (INITIAL) \$26.49/15 MIN (SUBSEQUENT) \$13.32/15 MIN (GROUP)
1009	OCCUPATIONAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL

			\$25.13/15 MIN (GROUP)
1010	SOCIAL WORK SERVICES	CLIENT/PER IFSP	\$70.94/50 MIN \$71.06/50 MIN
1011	PSYCHOLOGICAL SERVICES	CLIENT/PER IFSP	VARIES DEPENDING ON CODE
1012	PHYSICAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1013	SPEECH-LANGUAGE THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1014	TEAM TREATMENT ACTIVITIES (MORE THAN ONE PROFESSIONAL PROVIDING SERVICES DURING SAME SESSION FOR AN INDIVIDUAL CHILD/FAMILY)	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL
1015	VISION SERVICES/ORIENTATION & MOBILITY	CLIENT/PER IFSP	\$37.50/15 MIN (RC2) INDIVIDUAL

### B.2.2 Option Year One

FIXED UNIT RATE			
1001	ASSISTIVE TECHNOLOGY SERVICES	CLIENT/PER IFSP	VARIES DEPENDING ON CODE
1002	ASSESSMENTS FOR SERVICE PLANNING	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) \$28.50/15 MIN (RC2)
1003	AUDIOLOGY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1004	DEVELOPMENTAL THERAPY	CLIENT/PER IFSP	\$27.50/15 MIN
1005	DEVELOPMENTAL THERAPY- APPLIED BEHAVIORAL ANALYSIS (ABA) METHOD	CLIENT/PER IFSP	\$31.25/15 MIN (RC1) INDIVIDUAL \$27.50/15 MIN (RC2) INDIVIDUAL \$18.43/15 MIN (GROUP)
1006	GROUP THERAPY (TWO (2) OR MORE CHILDREN)	CLIENT/PER IFSP	\$18.43/15 MIN (GROUP)
1007	NURSING SERVICES	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$25.13/15 MIN (RC2) INDIVIDUAL
1008	NUTRITION SERVICES	CLIENT/PER IFSP	\$30.41/15 MIN (INITIAL) \$26.49/15 MIN (SUBSEQUENT) \$13.32/15 MIN (GROUP)
1009	OCCUPATIONAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1010	SOCIAL WORK SERVICES	CLIENT/PER IFSP	\$70.94/50 MIN \$71.06/50 MIN
1011	PSYCHOLOGICAL SERVICES	CLIENT/PER IFSP	VARIES DEPENDING ON CODE
1012	PHYSICAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)

1013	SPEECH-LANGUAGE THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1014	TEAM TREATMENT ACTIVITIES (MORE THAN ONE PROFESSIONAL PROVIDING SERVICES DURING SAME SESSION FOR AN INDIVIDUAL CHILD/FAMILY)	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL
1015	VISION SERVICES/ORIENTATION & MOBILITY	CLIENT/PER IFSP	\$37.50/15 MIN (RC2) INDIVIDUAL

### B.2.3 Option Year Two

CODE	SERVICES DESCRIPTION	UNIT	RATE
1001	ASSISTIVE TECHNOLOGY SERVICES	CLIENT/PER IFSP	VARIABLES DEPENDING ON CODE
1002	ASSESSMENTS FOR SERVICE PLANNING	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) \$28.50/15 MIN (RC2)
1003	AUDIOLOGY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1004	DEVELOPMENTAL THERAPY	CLIENT/PER IFSP	\$27.50/15 MIN
1005	DEVELOPMENTAL THERAPY- APPLIED BEHAVIORAL ANALYSIS (ABA) METHOD	CLIENT/PER IFSP	\$31.25/15 MIN (RC1) INDIVIDUAL \$27.50/15 MIN (RC2) INDIVIDUAL \$18.43/15 MIN (GROUP)
1006	GROUP THERAPY (TWO (2) OR MORE CHILDREN)	CLIENT/PER IFSP	\$18.43/15 MIN (GROUP)
1007	NURSING SERVICES	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$25.13/15 MIN (RC2) INDIVIDUAL
1008	NUTRITION SERVICES	CLIENT/PER IFSP	\$30.41/15 MIN (INITIAL) \$26.49/15 MIN (SUBSEQUENT) \$13.32/15 MIN (GROUP)
1009	OCCUPATIONAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1010	SOCIAL WORK SERVICES	CLIENT/PER IFSP	\$70.94/50 MIN \$71.06/50 MIN
1011	PSYCHOLOGICAL SERVICES	CLIENT/PER IFSP	VARIABLES DEPENDING ON CODE
1012	PHYSICAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)

1013	SPEECH-LANGUAGE THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1014	TEAM TREATMENT ACTIVITIES (MORE THAN ONE PROFESSIONAL PROVIDING SERVICES DURING SAME SESSION FOR AN INDIVIDUAL CHILD/FAMILY)	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL
1015	VISION SERVICES/ORIENTATION & MOBILITY	CLIENT/PER IFSP	\$37.50/15 MIN (RC2) INDIVIDUAL

#### B.2.4 Option Year Three

			FIXED UNIT RATE
1001	ASSISTIVE TECHNOLOGY SERVICES	CLIENT/PER IFSP	VARIABLES DEPENDING ON CODE
1002	ASSESSMENTS FOR SERVICE PLANNING	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) \$28.50/15 MIN (RC2)
1003	AUDIOLOGY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1004	DEVELOPMENTAL THERAPY	CLIENT/PER IFSP	\$27.50/15 MIN
1005	DEVELOPMENTAL THERAPY- APPLIED BEHAVIORAL ANALYSIS (ABA) METHOD	CLIENT/PER IFSP	\$31.25/15 MIN (RC1) INDIVIDUAL \$27.50/15 MIN (RC2) INDIVIDUAL \$18.43/15 MIN (GROUP)
1006	GROUP THERAPY (TWO (2) OR MORE CHILDREN)	CLIENT/PER IFSP	\$18.43/15 MIN (GROUP)
1007	NURSING SERVICES	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$25.13/15 MIN (RC2) INDIVIDUAL
1008	NUTRITION SERVICES	CLIENT/PER IFSP	\$30.41/15 MIN (INITIAL) \$26.49/15 MIN (SUBSEQUENT) \$13.32/15 MIN (GROUP)
1009	OCCUPATIONAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1010	SOCIAL WORK SERVICES	CLIENT/PER IFSP	\$70.94/50 MIN \$71.06/50 MIN
1011	PSYCHOLOGICAL SERVICES	CLIENT/PER IFSP	VARIABLES DEPENDING ON CODE
1012	PHYSICAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1013	SPEECH-LANGUAGE THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL

			\$25.13/15 MIN (GROUP)
1014	TEAM TREATMENT ACTIVITIES (MORE THAN ONE PROFESSIONAL PROVIDING SERVICES DURING SAME SESSION FOR AN INDIVIDUAL CHILD/FAMILY)	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL
1015	VISION SERVICES/ORIENTATION & MOBILITY	CLIENT/PER IFSP	\$37.50/15 MIN (RC2) INDIVIDUAL

### B.2.5 Option Year Four

ELIGIBLE SERVICES AND RATES			
1001	ASSISTIVE TECHNOLOGY SERVICES	CLIENT/PER IFSP	VARIES DEPENDING ON CODE
1002	ASSESSMENTS FOR SERVICE PLANNING	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) \$28.50/15 MIN (RC2)
1003	AUDIOLOGY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1004	DEVELOPMENTAL THERAPY	CLIENT/PER IFSP	\$27.50/15 MIN
1005	DEVELOPMENTAL THERAPY-APPLIED BEHAVIORAL ANALYSIS (ABA) METHOD	CLIENT/PER IFSP	\$31.25/15 MIN (RC1) INDIVIDUAL \$27.50/15 MIN (RC2) INDIVIDUAL \$18.43/15 MIN (GROUP)
1006	GROUP THERAPY (TWO (2) OR MORE CHILDREN)	CLIENT/PER IFSP	\$18.43/15 MIN (GROUP)
1007	NURSING SERVICES	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$25.13/15 MIN (RC2) INDIVIDUAL
1008	NUTRITION SERVICES	CLIENT/PER IFSP	\$30.41/15 MIN (INITIAL) \$26.49/15 MIN (SUBSEQUENT) \$13.32/15 MIN (GROUP)
1009	OCCUPATIONAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1010	SOCIAL WORK SERVICES	CLIENT/PER IFSP	\$70.94/50 MIN \$71.06/50 MIN
1011	PSYCHOLOGICAL SERVICES	CLIENT/PER IFSP	VARIES DEPENDING ON CODE
1012	PHYSICAL THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
1013	SPEECH-LANGUAGE THERAPY	CLIENT/PER IFSP	\$37.50/15 MIN (RC1) INDIVIDUAL \$28.50/15 MIN (RC2) INDIVIDUAL \$25.13/15 MIN (GROUP)
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1015	VISION SERVICES/ORIENTATION & MOBILITY	CLIENT/PER IFSP	\$37.50/15 MIN (RC2) INDIVIDUAL

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The District of Columbia Office of Contracting and Procurement (OCP), on behalf of The Office of the State Superintendent of Education, Division of Early Learning, DC Early Intervention Program (DC EIP) subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in Section C.1.

The DC Early Intervention Program (DC EIP), Office of the State Superintendent of Education (OSSE) seeks multiple providers to provide direct services as established on behalf of Part C of the Individuals with Disabilities Education Act of 2011.

The provider shall also be responsible for the continuous developmental assessment of children, and participation in the development, updating and implementation of the Individualized Family Service Plan (IFSP) along with the eligible child's family, service coordinator and other relevant service Providers, in coordination with DC EIP. Services shall end and the child shall exit the Part C system at the eligible child's 3<sup>rd</sup> birthday, or sooner if the child reaches developmental milestones or exhibits delays lower than the prescribed 50%, unless an extension is specifically granted by DC EIP. Children shall be referred to the provider by DC EIP or the assigned Service Coordinator. The provider shall provide services in accordance with the federal Part C regulations (*34 C.F.R. Part 303 et seq.*), District of Columbia laws and DC EIP policies and procedures. Some families may be Limited English Proficient, Non-English Proficient, or Deaf/Hard of Hearing, requiring an American Sign Language interpreter, and/or other language interpreter/translator. The languages of the non-English speaking population referred may include but not be limited to Amharic, Chinese, French, Korean, Spanish and Vietnamese.

### C.2 TARGET POPULATION

The target population for this Program Area shall be **infants and toddler's birth through age two (2) years** who are residents of the District of Columbia and meet the District of Columbia definition of developmental delay (condition or 50% delay in one or more developmental areas and/or 25% delay in two or more developmental areas) and their families. Special emphasis to increase access to services shall be given to non-English speaking families. Families may select to continue with an Individualized Family Service Plan (IFSP) until 4 years old or the next school year if the child qualifies for Part B services.

### C.3 BACKGROUND

The District of Columbia Office of Contracting and Procurement (OCP), on behalf of The Office of the State Superintendent of Education, Division of Early Learning, DC Early Intervention Program (DC EIP) is mandated by Part C of the Individuals with Disabilities Act 2004 to: (a) maintain and implement a statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services for infants and toddlers with disabilities and their families; and (b) to coordinate direct services for eligible children and their families that are not otherwise provided from other public or private sources.

The early intervention system is designed to serve children from birth through two (2) years of age who are residents of the District of Columbia. A child must be found eligible based on the District of Columbia's definition of 50% developmental delay in one or more areas and/or 25% developmental delay in two or more areas. Children are also eligible if they were born with a disability or health condition known to result in significant developmental delay. The District does not serve children "at risk" for developmental disabilities, including babies born prematurely currently older than 6 months chronologically, unless a disability or qualifying percent delay is demonstrated.

Providers must demonstrate knowledge, skills, and the ability to implement and adhere to IDEA Part C regulations and compliance measures for all eligible children. Providers must ensure procedural safeguards are implemented for all eligible families. Providers must maintain good standing with the DC EIP policies and regulations.

#### C.4 APPLICABLE DOCUMENTS

Item No.	Document Type	Title	Date
01	Public Law	<b>Individuals with Disabilities Education Act, Part 303 – Early Intervention Program for Infants and Toddlers with Disabilities</b> ( <a href="http://www.ecsped.com/laws_regs/idea300-304/part303">http:// www.ecsped.com/laws_regs/idea300-304/part303</a> )	July 1, 2011
02	Public Law	<b>Public Law 108-446, 2004:</b> Title I: Amendments to the Individuals with Disabilities Education Act <a href="http://www.nectac.org/idea/idea.asp#OSEP">http://www.nectac.org/idea/idea.asp#OSEP</a>	Dec.3, 2004
03	Public Law	<b>Public Law 93-247:</b> Child Abuse Prevention and Treatment Act (CAPTA) <a href="http://www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta/index.htm">www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta/index.htm</a> )	April 24, 1988
04	D.C. Code	D.C. Official Code Section 4-1501 Child and Youth , Safety and Health Omnibus Amendment Act of 2004, Criminal Background Checks Available at: <a href="http://www.dccouncil.washingtondc.us">http://www.dccouncil.washingtondc.us</a>	April 13, 2005

#### C.5 DEFINITIONS

**Assessment** - the ongoing procedures used by appropriate qualified personnel throughout the period of a child's eligibility as defined in 34 C.F.R. Part 303.322.

**Individuals with Disabilities Education Act (IDEA)** is a federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from

birth to the age of 21. The IDEA is considered to be a civil rights law. The IDEA was most recently amended in 2004, which was a significant update.

**Qualified Personnel** –persons holding official credentials, accreditation registration, Certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists, audiologists, pharmacists, patient activity specialists, psychologists, professional counselors, and social workers.

**Individualized Family Service Plan** – IFSP, service plan developed by the IFSP team to address needs/ priorities/concerns/ and interventions required to improve functional development for infants and toddlers.

**IFSP team** – team as defined in § 303.342, to include but not limited to: Service Coordinator, Family members, evaluation providers, and any current therapists.

**Service Planning** – includes but is not limited to paper reviews, observations, and active participation during an IFSP meeting.

**Provider** - a consultant, vendor, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.

**Task Order** - an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order.

**Transdisciplinary** evaluation teams are unique to the field of early intervention (Briggs, 1997). The trans-disciplinary approach is fundamentally different from the multidisciplinary and interdisciplinary approaches. The foundation of the transdisciplinary team is collaboration. One assessment is performed by the team and one integrated report is written by the team. The approach is family centered. It maximizes the participation of family members and minimizes inconvenience to families.

**Rate Category (RC) 1** – Identifies the category of provider (s) who conduct the evaluation and/or assessment as: physical therapists, occupational therapists, speech-language pathologists, psychologists, audiologists, certified assistive technology specialists, and certified auditory verbal therapists or educators, board certified behavior analyst BCBA, nurses (registered nurses or nurse practitioners; providing nursing services or developmental services).

**Rate Category (RC) 2** – Identifies the category of provider (s) who conduct the evaluation and/or assessment as: infant toddler special educator, counselors, special educators, dietitians, family therapists, certified therapeutic recreation specialists, music therapists, orientation and mobility specialists, social workers, physical therapy assistant, occupational therapy assistant, speech language pathology assistant, board certified assistant behavior analyst (BCaBA), certified nursing aides, ABA paraprofessionals, and licensed practical nurses.

**Unit (Rate Unit)** – defined in 15 minute increments, 4 Units = 60 Minutes

## **C.6 REQUIREMENTS**

### **C.6.1. Direct Services**

- C.6.2. The provider shall provide direct therapeutic early intervention services in accordance with an approved Individualized Family Service Plan (IFSP). As described in 34 C.F.R. Part 303 to the target population.
- C.6.3. The provider (if applicable) will also be responsible for ensuring that the 30 day timeline is met for any new service on the IFSP.
- C.6.4. The provider is responsible for entering therapy notes into the Strong Start Data Base for each therapy session and for the completion of a quarterly progress report (4 reports in 12 months) utilizing the Quarterly Progress Report Form and uploading the reports into the database timely.
- C.6.5. The provider is responsible for the completion of an annual AEPS assessment for auto-eligible clients and upload of child progress record and evaluation template report into the data base; for completing a 6 month AEPS for each client and upload child progress record and summary of progress report into the data base.
- C.6.6. Providers are responsible for communicating with the service coordinator any recommendations for services changes and provide documentation to support the recommendation.
- C.6.7. Providers are responsible for attending eligibility and IFSP meetings and assisting with helping families to understand the assessments, assisting the team with identifying child and family outcomes and strategies to accomplish the outcomes.
- C.6.8. Each provider is responsible for assisting with maintaining an updated IFSP, as well completing an exit AEPS for each child leaving the program. Reverse referrals are made when the provider identifies a client who could benefit for EI services and refers that client for eligibility determination.

### **C.7 Individualized Family Service Plan (IFSP)**

- C.7.1. The provider shall review and implement the services requested on the IFSP in collaboration with the assigned Dedicated Service Coordinator.
- C.7.2. A review of the IFSP for a child and the family must be conducted every six months or more frequently if conditions warrant, or if the family requests such a review.
- C.7.3. The purpose of the periodic review is to determine the degree of progress toward achieving the identified outcomes. A quarterly progress report is required by each provider; the first progress report is due 3 months from the date of the IFSP and continues with the next report 3 months from the date of the first. These reports are the responsibility of the each therapist working with the child and family. The report is to be uploaded into the data base.

- C.7.4. An IFSP meeting must be conducted with the document re-written based on progress and re-assessment in all developmental areas on at least an annual basis so the IFSP for a child and the child's family to review and revise its provisions.
- C.7.5. IFSP meetings must be conducted in settings and times that are convenient to families, provided in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so. Meeting arrangements must be made with, and written notice provided to the family and other participants early enough before the meeting date to ensure that they will be able to attend.
- C.7.6. The contents of the IFSP must be fully explained to the parents and informed written consent from the parents must be obtained prior to the provision of early intervention services described in the plan. If the parents do not provide consent with respect to a particular early intervention service or withdraw consent after first providing it, that service may not be provided.
- C.7.7. Participants in IFSP meetings **must** include the *parent or parents of the child*; other family members as requested by the family; an advocate or person outside of the family as requested by the family; the assigned *Initial Service Coordinator/Dedicated Service Coordinator* who has been working with the family; and *evaluators* directly involved with conducting any assessments or provision of services.
- C.7.8. If a person listed above is unable to attend a meeting, arrangements shall be made for the person's involvement through other means including ***(a) participating in a telephone conference call; (b) having a knowledgeable authorized representative attend the meeting; or (c) making pertinent records available at the meeting.***
- C.7.9. The provider must complete an AEPS every six months and a quarterly progress report every 3 month for each child receiving services.
- C.7.10. The IFSP document shall be completed in its entirety during the IFSP meeting together with the family. The IFSP document shall not be completed prior to the IFSP meeting and the document shall be finalized prior to the ending of the IFSP meeting. If this cannot occur, then a follow-up IFSP meeting shall be reconvened with the family to finalize the document.
- C.7.11 A copy of the finalized IFSP and all pertinent documents should be provided to the family, the DC EIP, and Medicaid representative (if applicable), within 48 hours or the next business day of IFSP signature.

## **C.8 Exit AEPS**

- C.8.1. The Provider shall participate in the completion of the Exit AEPS for every child transitioning from the program.
- C.8.2. The AEPS should be marked near exit so that Child Outcomes data can be collected for each client transitioning from the Strong Start Program.

## **C.9 Strong Start DC EIPP Data System**

- C.9.1. The Provider shall receive and respond to all Early Intervention referrals for developmental evaluation and assessment via the Strong Start Tracker.
- C.9.2. The Provider shall ensure that all required data fields are entered accurately and are reliable.
- C.9.3. The Provider shall ensure that all required data fields are entered within 24 hours of available data. This includes, but is not limited to: date fields, attachment fields, text fields, numeric fields, and time fields.
- C.9.4. The Provider shall ensure that all documents requiring an upload into an attachment field are provided within 24 hours of development.
- C.9.5. Therapy Notes shall be uploaded within at least 2 (two) business days of the service session.
- C.9.6. Assessment summary shall be uploaded within at least 24 hours of data entry into the AEPSi.

## **C.10 Provider Orientation**

- C.10.1. The Provider shall ensure a trainer attends the “new provider orientation” for early intervention evaluations/assessments. This trainer shall ensure that all staff assigned to administer evaluations and assessments have been trained in the following:
  - a) Foundation Training (EI 101)
  - b) EI database training
  - c) AEPS/AEPSi training
  - d) BDI / Bayley’s (assessment tool) training
  - e) Child Find referral training
- C.10.2. The Provider shall ensure that individual(s) are identified to attend a mandatory monthly meeting/ quarterly meeting, typically held on the 3<sup>rd</sup> Thursday of every month. The required audience for each meeting will be listed on the agenda which is provided prior to the meeting.

## **C.11 Quality Assurance System**

- C.11.1. The Provider shall develop and implement a quality assurance system to ensure the delivery of quality, comprehensive, services by qualified well-trained staff in an environment that encourages and promotes the development of infants and toddlers.

C.11.2 The Provider's quality assurance system shall recognize successful, effective areas of the Provider's service delivery, approach, identify areas of concern or possible deficiencies, and potential improvements to the Provider's service delivery methodology, and approach.

## **C.12 Staff Requirements**

- C.12.1. The Provider shall provide representation at the monthly DC EIP provider meeting.
- C.12.2. The Provider shall employ and maintain documentation that staff meets the qualifications (therapy license and/or certification) as appropriate for their profession and possess adequate training and competence to perform the duties which they have been assigned.
- C.12.3. The Provider shall maintain a complete written job description covering all positions funded through the agreement, which must be included in the project files and be available for inspection upon request. The job description shall include education, experience, licensing and/or certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this project, the Provider shall obtain written documentation of work experience and personal references.
- C.12.4. The Provider shall maintain an individual personnel file for each project staff member or sub-contractor which will contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, criminal background checks and tests for alcohol and illegal substance prior to employment, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct, and Provider's action with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Contracting Officer's Technical Representative.
- C.12.5. The Provider shall provide orientation sessions for each staff member or sub-contractor with respect to administrative procedures, program goals, and policies and practices to be adhered to under the agreement.
- C.12.6 The Provider shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each priority service activity.
- C.12.7. With regard to volunteers, the Provider must illustrate through program orientation that: (1) volunteers are subject to rules and procedures with regard to confidentiality of information which are in effect for employees and contractors of the District of Columbia government; (2) volunteers are subject to the same personnel requirements of the Provider's project staff members and sub-contractors; (3) volunteers are not permitted to engage in political activities during the time volunteer services are being performed; and (4); volunteers remain under the direct supervision of the Provider throughout the program period.

C.12.8. The Provider shall make available to the Contract Administrator (CA) for review upon request, all personnel materials, including the individual personnel file for each employee providing services under this Agreement.

C.12.9. Notify the DC Early Intervention Program of *key staff changes* in writing within **24 business hours**. Key staff includes administrators, executive level managers and middle managers responsible for supervision of professional, case management and direct care staff.

### **C.13 Staff Policies**

C.13.1. The Provider shall develop and maintain policies and procedures that address the recruitment, selection, and retention of qualified staff.

C.13.2 The Provider's staff policies shall include at a minimum, the following:

- a) Statement of staff policies regarding vacations, sick leave, holidays, employee benefits, and performance evaluations
- b) Maintenance of staff records including applications, licenses, certifications, security, medical clearances, and in-service training completed;
- c) Maintenance of documentation verifying and confirming professional and personal references for new staff members;
- d) Develop and provide position specific position descriptions describing at a minimum the minimum qualifications, functional responsibilities, expected contributions to the delivery of services, performance expectations, and the in-service training requirements for each position;
- e) Maintenance of daily staff time sheets that include date, shift, staff member's name, sign-in and sign-out times.

### **C.14 Staff Security**

C.14.1 The Provider shall adhere to the following staff security requirements:

- a) In accordance with DC Official Code 4-1501 et seq., of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (Applicable Document # 4) the Provider shall conduct routine pre-employment criminal record background checks of the Provider's case management, professional services, direct care staff, and future staff that will provide services under this Human Care Agreement to children and youths. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone and obtained a clean/clear background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any convictions relative to abuse or harming children, elders, animals, or any of the other offenses enumerated in DC Official Code 4-1501 et. seq. (Applicable Document # 4).
- b) The Provider shall provide copies of the certified criminal history records of provider's staff to perform services under this Human Care Agreement. Any conviction or arrest of the

Provider's employees shall be reported to DC EIP. DC EIP shall determine the employee's suitability for performance under this Human Care Agreement and notify the Provider.

- c) The Provider shall provide copies of the certified criminal history records of provider's staff to perform services under this Human Care Agreement. Any conviction or arrest of the Provider's employees shall be reported to DC EIP. DC EIP shall determine the employee's suitability for performance under this Human Care Agreement and notify the Provider.
- d) The Provider shall conduct criminal record background checks on an annual or routine basis for all Provider staff. The Provider shall disclose to DC EIP through the CA, any arrests or convictions that may occur subsequent to employment. The CA will report any convictions or arrests of the Provider's employees to the risk manager, who will determine the employee's suitability for continued performance under this Human Care Agreement.

## **C.15 Reports**

- C.15.1 The Provider shall submit a District approved monthly report to the CA and/or designated staff, to be received by the 10<sup>th</sup> day after the end of each month of service, regarding the progress towards completion of tasks and requirements in the scope of services and approved work plan. Such reports shall contain the following information, but not limited to, in a format approved by the DC Early Intervention Program;
- C.15.2. Draft copies of all materials for use in implementing this agreement submitted for approval prior to preparation in final form and dissemination;
- C.15.3. A copy of the monthly report covering the period for which reimbursement is being requested shall accompany all payment requests. Payment requests shall be based on invoices with supporting source documentation as may be required by the Office of the State Superintendent of Education. Failure to submit monthly progress reports and invoices in accordance with the terms and conditions of the agreement may result in the disallowance, suspension, and/or termination of contract funds
- C.15.4. The Provider shall submit to the Contracting Administrator and/or designee a final closeout report no later than the 30th day after expiration of the agreement, following the established format for the particular program area and summarizing all service delivery data, accomplishments, issues and recommendations.
- C.15.5 The Provider shall report unusual incidents by electronic mail, facsimile or telephone to the CA within 24 hours of the event and in writing within five (5) days after occurrence. An unusual incident is an event, which affects staff (Administrative Agency's employees or Provider's staff) or clients that is significantly different from the regular routine or established procedure. Examples include, but are not limited to, death, injury, unexplained absence of a client from a program, physical, sexual, or verbal abuse of a client by staff or other clients, staff negligence, fire, theft, destruction of property, or sudden serious problems in the physical plant, complaints from the target population; requests for information from the press, attorneys, or government

officials outside the DC EIP and client behavior requiring attention of staff not usually involved in their care.

C.15.6. The Provider shall attend *all mandatory DC EIP meetings, trainings, and professional development opportunities.*

## **C.16 Record**

C.16.1. The Provider shall keep accurate records of activities of the project. When delivering services, the Provider must maintain child records reflecting initial and periodic assessments, if appropriate; initial and periodic Individualized Family Service Plans (IFSPs); therapy progress notes; record of contacts with the family and other persons involved in the provision of services and the ongoing progress of program activities. To ensure confidentiality and security records must be kept in a locked file controlled by appropriate staff.

C.16.2. The Provider shall provide the CA, and other authorized representatives of the Office of the State Superintendent of Education and the District Government, such access to project and financial records as may be necessary for monitoring purposes. To ensure confidentiality and security, records must be kept in a locked file controlled by appropriate Provider staff. The Provider shall ensure that the release of any child's records is done in a manner that demonstrates that appropriate consent has been obtained from the parent or guardian.

C.16.3. The Provider shall secure the complete original contents of children's records within one (1) month after the child leaves the program, the child is no longer served by the provider, or the agreement is terminated or cancelled and forward to the Part C office (DC EIP) for proper storage.

C.16.4. The Provider must comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Education Rights and Privacy Act (FERPA – 34 CFR, Part 99) requirements to ensure confidentiality of children and families served.

C.16.5. The Provider shall retain all records (including child records) for at least three (3) years following final closeout of the program.

## **C.17 Facility Requirements**

C.17.1. Regulations - The Provider's facilities used during the performance of this agreement shall meet all applicable Federal, state, and local regulations for the intended use throughout the duration of the agreement. The Provider shall maintain current all required permits and licenses for the facilities. The Provider's failure to do so shall constitute a failure to perform under the agreement and will be a basis for termination of the agreement for default.

C.17.2. Emergency Back-Up Site Files - The Provider shall assure that an emergency site/facility has been identified should the primary facility become unavailable for use as a result of a catastrophic event.

C.17.3. Accessibility - All facilities offered for the provision of services under the Human Care Agreement (HCA) shall be accessible to persons with mobility and other limitations (e.g., persons who are visually impaired, deaf or hearing impaired), consistent with the Rehabilitation Act of 1973, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336, as appropriate, which shall be incorporated in the grant agreement. The facilities shall be open for visiting by families and convenient by public transportation.

C.174. Maintenance - The Provider shall provide all supplies and services routinely needed for maintenance and operation of the facility, such as security, janitorial services, and trash pick-up.

### **C.18 Eligibility**

C.18.1 Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 3.

### **C.19 Compliance with Service Rates**

C.19.1. All human care services shall be provided and the District will only pay, in accordance with the service rates shown in Part 1, Section B, Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

C.19.2. If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of in-State rates.

C.19.3 If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit a detailed budget with documentation to justify its costs. The Provider's unregulated costs may be subject to negotiation

### **C.20 Service Plan**

C.20.1 The Provider shall develop a written service plan which describes how the tasks specified in Section C will be accomplished.

### **C.21 Compliance with Laws**

C.21.1 As a condition of the Provider's obligation to perform for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement.

**SECTION D: PACKAGING AND MARKING**

**NOT APPLICABLE**

## **SECTION E: INSPECTION AND ACCEPTANCE**

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number **(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 J.1)

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

**F.1 TERM OF CONTRACT**

The term of the contract shall be for a period of one (1) base year and four (4) additional option years 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 contract.

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

**F.3 DELIVERABLES**

The Contractor shall perform 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:

<b>CLIN</b>	<b>Deliverable</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
1	Complete Provider Orientation	-Identify a “trainer” to attend the following (foundation training, database training, AEPS/AEPSi training, BDI/Bayley’s training) Ensure that all staff have been trained	Within 1 month of contract award
2	Completed Therapy Notes and Quarterly Progress Notes	-Uploaded into the DC EIP database -Hard Copy mailed to the family	Upon completion, within 48 hours of service provision, and or Quarterly Progress Notes Calculated Due Date

3	Completed Assessment Summary (AEPS)	-Uploaded into the DC EIP database -Hard Copy shared with the family at the eligibility meeting	Upon completion, within 24 hours of entry into the AEPSi
4	Completed AEPSi entry	-Entered into the DC EIP AEPSi portal	Upon completion, within 48 hours of administering the AEPS
5	Supporting Documentation (Scheduling data, Prior Written Notice, Consent to Evaluate, Correspondence notes section)	- Uploaded into the DC EIP database - Hard Copy mailed to the family (when applicable)	Within 24 hours or the next business day of scheduling, development or signature – when applicable.
6	OSSE Unusual Incident Report as described in 5.10.4	1Soft Copy /1 hard copy clearly labeled with the following: - Deliverable Name - Child's Name - Facility Name - Date Completed - Date Submitted	All Unusual Incident Reports shall be submitted via fax or telephone within 24 hours of the incident, and with a written report to the CA within five (5) days
7	Monthly Report and invoice as described in 5.10.1 5.11.1,	- 1Soft Copy /1 hard copy clearly labeled with the agency name and invoice number .	Monthly Reports and invoices are due the 10 <sup>th</sup> day of each month.
8	Monthly Provider Meeting 5.7.1	Mandatory participation, Sign In Sheet	Once a month during scheduled/appointed date and time.
9	Criminal Background Checks as described in Sections C. 9.1.1 and F.13	1 hard copy clearly labeled with the following: - Employee's Name - Date Completed - Date Submitted	Annually, two weeks prior to beginning of contract award
10	Resumes of all evaluations/assessors	1 hard copy with application 1 electronic copy, emailed to: <a href="mailto:OSSE.DCEIP@dc.gov">OSSE.DCEIP@dc.gov</a>	Initially with application, and within 24 hours of new hire

**F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which 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, the District shall not make final payment to the Contractor pursuant to section G.3.2.

## **SECTION G: CONTRACT ADMINISTRATION**

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

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

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

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

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

**Electronically to:**  
**osse.dse-partcfinance@dc.gov**  
**deborah.ali@dc.gov**

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

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

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

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

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

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

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

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

**G.2.2.8** Authorized signature.

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

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

**G.3.2** The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

*Payments should be based upon Section B (Price and Cost Schedules) and Section F (Deliverables).*

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

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

"Pursuant to the instrument of assignment dated \_\_\_\_\_, make payment of this invoice to (name and address of assignee)."

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

**G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made.

Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

## **G.6.2 Payments to Subcontractors**

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

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

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

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

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

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

## **G.6.3 Subcontract requirements**

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

**G.7 CONTRACTING OFFICER (CO)**

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

**Alvin N. Stith, Contracting Officer**  
**Office of Contracting and Procurement**  
**Office of the State Superintendent of Education**  
**810 First Street, NE 8<sup>th</sup> FL, Washington, D.C. 20002**  
**Telephone No. - 202-481-3798 – Fax No. - 202-724-7228**  
**Email Address: [alvin.stith3@dc.gov](mailto:alvin.stith3@dc.gov)**

**G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

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

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

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

**G.9 CONTRACT ADMINISTRATOR (CA)**

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

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

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

**G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual 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:

**Sandra Smith**  
**Supervisor, Family Services Unit**  
**Strong Start DC Early Intervention Program (DC EIP)**  
**Division of Early Learning**  
**Office of the State Superintendent of Education**  
**Telephone (202) 727-6538**  
**Fax (202) 724 - 7230**  
**Email address: Sandra23.smith@dc.gov**

**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.

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

**H.2.2** The Provider is bound by the U.S. Department of Labor Wage Determination No. 2015-4281, Revision No.3, dated April 8, 2016 issued by the U.S. Department of Labor in accordance with the Service Agreement Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this Agreement as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the Agreement services are provided shall bind Providers located in regions not bound by the above stated Wage Determination.

### **H.3 PUBLICITY**

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

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

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor

for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

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

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

- (1) Document in a report to the CO the Contractor's compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

- (a) Material supporting a good faith effort to comply;
- (b) Referrals provided by DOES and other referral sources;
- (c) Advertisement of job openings listed with DOES and other referral sources; and
- (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

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

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

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

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

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

- H.8.1** Except as described in F.24.2 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov) .
- H.8.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov) .
- H.8.5** The Provider shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (a) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (b) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (c) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

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

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

**H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all

reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

## **H.9.2 Subcontracting Plan**

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

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

**H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

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

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

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

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

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

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

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

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

#### **H.9.4 Subcontractor Standards**

**H.9.4.1A** prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

**H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to

the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

## **H.10 DISTRICT RESPONSIBILITIES**

**NOT APPLICABLE**

## **H.11 CONTRACTOR RESPONSIBILITIES**

**H.11.1** Criminal background and traffic records checks for contractors that provide direct services to children or youth

**H.11.2** A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: Occupational Therapist, Physical Therapist, Speech Therapist, Language Therapist, Evaluators, Psychologist, Doctors and other direct staff and personnel that will com into direct contact with children referred from DC EIP.

**H.11.3** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

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**H.11.4** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**H.11.5** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**H.11.6** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- a) a written authorization which authorizes the District to conduct a criminal background check;
- b) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;

c) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (1) Murder, attempted murder, manslaughter, or arson;
- (2) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (3) Burglary;
- (4) Robbery;
- (5) Kidnapping;
- (6) Illegal use or possession of a firearm;
- (7) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (8) Child abuse or cruelty to children; or
- (9) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (10) A written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (11) A written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

**H.11.7** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**H.11.8** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- a) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- b) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph F.13.5(C);

- c) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- d) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- e) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

**H.11.9** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

**H.11.10** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

**H.11.11** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

**H.11.12** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.

**H.11.13** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

**H.11.14** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.11.15** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.

**H.11.16** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

**H.11.17** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and

unsupervised volunteer in the positions listed in sections F.13.1 and F.13.2.

**H.11.18** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.

**H.11.19** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.

**H.11.20** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

**H.11.21** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

## **H.12 HIPAA PRIVACY COMPLIANCE**

### **H.12.1 Definitions**

- a) *Business Associate.* "Business Associate" shall mean [Insert Provider's Name]
- b) *Covered Entity.* "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.
- c) *Designated Record Set* means:
  - 1. A group of records maintained by or for Covered Entity that is:
    - (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
    - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
    - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
  - 2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
    - (i) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

- (ii) *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (iii) *Protected Health Information.* "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (iv) *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (v) *Secretary.* "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

#### **H.12.2 Obligations and Activities of Business Associate**

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required by Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a sub-Provider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.
- (f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.
- (g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.
- (h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

- (i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.
- (j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

### **H.12.3 Permitted Uses and Disclosures by Business Associate**

- (a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.
- (b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- (c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.
- (d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).
- (e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

### **H.12.4 Obligations of Covered Entity**

- (a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.
- (b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

- (c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

#### **H.12.5 Permissible Requests by Covered Entity**

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

#### **H.12.6 Term and Termination**

- (a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.
- (b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:
  - (1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;
  - (2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or
  - (3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.
- (c) *Effect of Termination.*
  - (1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of sub-Providers or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.
  - (2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes

that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

#### **H.12.7 Miscellaneous**

- (a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.
- (b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.
- (c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.
- (d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

## **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](http://www.ocp.dc.gov), click on OCP Policies under the heading "Information", then click on "Standard Contract Provisions – Supplies and Services Contracts".

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

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

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

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

### **I.4 TIME**

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

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

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

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

**I.5.3** The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in

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

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

## RESTRICTED RIGHTS LEGEND

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

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

- I.5.8** In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.
- I.5.9** Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.
- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property

Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
4. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
5. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
6. 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 \$2,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

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

7. 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. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional

Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

**Alvin N. Stith, Contracting Officer**  
**Office of Contracting and Procurement**  
**Office of the State Superintendent of Education**  
**810 First Street, NE 8<sup>th</sup> FL, Washington, D.C. 20002**  
**Telephone No. - 202-481-3798 – Fax No. - 202-724-7228**  
**Email Address: [alvin.stith3@dc.gov](mailto:alvin.stith3@dc.gov)**

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

## **I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

The contract awarded as a result of this IFB 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. Standard Contract Provision, dated July 2010
2. The Human Care Agreement
3. Specifications/Work Statement (Section C)
4. Supplies or Services and Price/Cost (Section B)
5. Provider's Program Service Plan
6. Provider Qualifications Record completed by the Provide
8. The Attachments as specified and listed in Section J
7. Task Order or Purchase Order

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

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

**I.12 GOVERNING LAW**

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

**SECTION J: ATTACHMENTS**

The following attachments are included and incorporated by reference into this Agreement.

Attachment Number	Document
J.1	The Human Care Agreement Provider Qualification Records
J.2	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.3	Notice of Final Rulemaking, 27 DCMR, Sections 2005 through 2008.
J.4	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.5	U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 3, dated April 8, 2016
J.6	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.7	Way to Work Amendment Act of 2006 - Living Wage Notice
J.8	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.9	Tax Certification Affidavit
J.10	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
J.11	Office of Tax and Revenue, Tax Certification and Business Tax Registration Application RF-500 (to be completed by Pharmacy Providers who do not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an unemployment Account Number issued by the Department of Employment Services), Attachment 10. ( <a href="https://www.taxpayerservicecenter.com/fr500">https://www.taxpayerservicecenter.com/fr500</a> )