

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption			Page of Pages	
			Youth Transitional Living Support Services			1	77
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		CFSA-11-R-0001		<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By:				8. Address Offer to:			
Contracts and Procurement Administration Child and Family Services Agency (CFSA) 955 L'Enfant Plaza, SW, Suite 5200, 5th Floor Ph:(202) 724-5300 Washington, DC 20024				Contracts and Procurement Administration Child and Family Services Agency (CFSA) 955 L'Enfant Plaza, SW, Suite 5200, 5th Floor Washington, DC 20024			
<b>SOLICITATION</b>							
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>955 L'Enfant Plaza, SW, Suite 5200, 5th Floor</u> until <u>14:00</u> local time <u>11-Apr-11</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone			C. E-mail Address
		Yorjai Chandy		(Area Code) 202	(Number) 724-7510	(Ext)	yorjai.chandy2@dc.gov
11. Table of Contents							
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<b>OFFER</b>							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)					
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	

**SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST**

**B.1** The District of Columbia Child and Family Services Agency (the “District”) is seeking a contractor to provide **Youth Transitional Living Support Services**.

**B.2** The District contemplates award of one or more Indefinite Delivery Indefinite Quantity (IDIQ) contracts with payments based on fixed unit rates and effective for the period stated.

**B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity of four hundred (400) units. The District will order at least the minimum quantity of one (1) unit.

**B.2.2** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.

**B.2.3** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**B.3 PRICE SCHEDULE**

**B.3.1 BASE YEAR**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
0001	Youth Transitional Living Support Services	\$ _____	1	\$ _____	400	\$ _____
<b>Grand Total for B.3.1</b>				\$ _____		\$ _____

**B.3.2 OPTION YEAR ONE**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price	Quantity Maximum	Maximum Total Price
1001	Youth Transitional Living Support Services	\$ _____	1	\$ _____	400	\$ _____
<b>Grand Total for B.3.2</b>				\$ _____		\$ _____

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 B.3.3 OPTION YEAR TWO**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
2001	Youth Transitional Living Support Services	\$_____	1	\$_____	400	\$_____
<b>Grand Total for B.3.3</b>				\$_____		\$_____

**B.3.4 OPTION YEAR THREE**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
3001	Youth Transitional Living Support Services	\$_____	1	\$_____	400	\$_____
<b>Grand Total for B.3.4</b>				\$_____		\$_____

**B.3.5 OPTION YEAR FOUR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit</b>	<b>Quantity Minimum</b>	<b>Minimum Total Price</b>	<b>Quantity Maximum</b>	<b>Maximum Total Price</b>
4001	Youth Transitional Living Support Services	\$_____	1	\$_____	400	\$_____
<b>Grand Total for B.3.5</b>				\$_____		\$_____

**B.4** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

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 SECTION C: SPECIFICATIONS/WORK STATEMENT**

**C.1 SCOPE:**

The District of Columbia Child and Family Services Agency, hereafter referred to as the “the District” is seeking the services of a contractor to provide Youth Transitional Living Support Services for youth between the ages of 15-21 and who are transitioning out of the foster care system. The District is seeking collaboration and partnership from youth focused community based organization to deliver youth empowerment and career development services to include; Life Skills training, educational services and college preparation, and job readiness/job placement.

**C.2 APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

<b>Item No.</b>	<b>Document Type</b>	<b>Title</b>	<b>Date</b>
<b>0001</b>		<b>LaShawn v. Fenty Implementation and Exit Plan</b>	<b>12/17/2010</b>

**C.3 DEFINITIONS**

These terms when used in this RFP have the following meanings:

- C.3.1 Career Plan: A plan that identifies the specified career goal of the youth, the educational and skill requirements necessary for the identified career, specific steps that the youth must accomplish with corresponding timelines and the services necessary to support the youth to be successful at each of identified steps
- C.3.2 Chafee Program: Provides payments to states and tribes to help youth successfully move into adulthood, including services for youth up to age 21 who have already aged out of the system. States can use Chafee program funds for education, training, employment, and financial support services.
- C.3.3 Daily Living Skills: The ability to take care of one’s personal needs dressing, making appropriate choices and self maintenance in a community environment.
- C.3.4 Educational and Training Vouchers (ETV) program-another Chafee program authorized at \$60 million per year—provides eligible foster care youth with up to \$5,000 dollars annually for post secondary education and training.
- C.3.5 Foster Care: A federally mandated program guided by P.L. 105-89, Adoption and Safe Families Act and the more recent P.L. 110-351, Fostering Connections. The temporary provision of housing and supportive services for children who are removed by the court from the home of their biological parents due to issues of abuse and/or neglect. P.L. 105-89 and P.L. 110-351 also require states to ensure that permanence for children is achieved in a timely manner. Services required by families to remediate the crisis,

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stabilize the family and ensure safety of the children to the home are provided until such time as the court deems appropriate. Termination of parental rights and the identification of adoptive homes is of primary concern. Fostering Connections expands access of federal funds for services for youth to 21 years of age.

- C.3.6 Foster Care Independence Act (FICA) of 1999: The federal legislation that supports states efforts to provide transitional services for youth. The primary components of Foster Care Independence Act are the Chafee program and Educational and Training Vouchers.
- C.3.7 Fostering Connections to Success and Increasing Adoptions Act (Fostering Connections) of 2008: The fostering Connection child welfare reform law enacted provisions that provides federal reimbursement to states for youth in foster care up to the age of 21. Fostering Connections requires that the development of a transition plan for all youth prior to leaving foster care and must address housing, health insurance, education, mentoring, continuing supports, and employment supports.
- C.3.8 Life Skills: A set of human skills acquired via teaching or direct experience and are used to handle routine problems and questions commonly encountered in daily life.
- C.3.9 Life Skills Literacy: Knowledge gained that allow a youth to address, physical, emotional, psycho-social and functional problems that they may encounter in daily life.
- C.3.10 Budget and Money Management: The ability to manage available financial resources, identify legitimate means to identify appropriate community resources that optimize the use of existing financial resources(e.g. Medicaid, WIC, Food Stamps and child care support resources)
- C.3.11 Communication Skills: The cornerstone of success for any student is related to their ability to effectively communicate with others using verbal and written means.
- C.3.12 Employment Preparation: Entails the assessment of existing employment skills, offers insight about the job search process and provides hands on experience in the completion of resumes, effective interviews, work life dress and employer expectations and career opportunity exploration,
- C.3.13 Experiential Learning: Provides the youth with practical real life experiences. It is a structured means of taking the classroom experience and applying the information to real life experiences such as, grocery planning and shopping, housing and job search experiences, job shadowing, internships and apprenticeships.
- C.3.14 Foster Child: A foster child is any child in the legal custody of the state, regardless of the state department that has custody. A child on whose behalf state or local government payments are made or a child in the legal custody of the Child and Family Services is considered a foster child.
- C.3.15 Household Management: Provides knowledge in the areas of housing search and resources, environmental safety and cleanliness, budgeting of household expenses.

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- C.3.16 Internship: A period of time where a youth is provided the opportunity to obtain practical experience in a field of study or employment of interest.
- C.3.17 Job Shadowing: Provides opportunity to speak with one or more individuals in the youth selected field of interest, and provides venues whereby students can participate in one or more shadowing experiences with professionals in their career area(s) of interest.
- C.3.18 Medicaid: A collaborative insurance program for children, youth, families and adults as outlined in federal guidelines. Youth transitioning out of foster care are eligible to receive the services while transitioning out of foster care and until they are able to secure insurance through other appropriate means.
- C.3.19 Parenting Skills: The provision of information and interactive modeling experiences that increases the skills of teen parents in the areas of child development and preparing them to meet the emotional, physical and educational needs of their children.
- C.3.20 Positive Youth Development- Positive youth development (PYD) is a comprehensive framework outlining the supports young people need in order to be successful. PYD emphasizes the importance of focusing on youths' strengths instead of their risk factors to ensure that all youth grow up to become contributing adults.
- C.3.21 Transition Plan: A transition plan must include goals related to housing, education, employment, physical and mental health and community connections .A transition plan is not just a checklist of skills required for the youth to be successful, but rather a collaborative process through which the youth should feel empowered to achieve her aspirations
- C.3.22 Social Relationships: The capacity to appropriately establish positive interactive relationships with individuals of all ages, races and from various socio-economic backgrounds and the ability to use the relationships to develop and maintain a supportive network.
- C.3.23 Youth Transition Services: A comprehensive service strategy that prepares youth to enter adulthood and obtain and maintain a positive life style after leaving foster care

**C.4 BACKGROUND**

- C.4.1 The Office of Youth Empowerment (OYE) administers services and supports under Section 477 of the Social Security Act (42 U.S.C. 677) entitled the John H. Chafee Foster Care Independence Program. The purpose of the program is:
  - C.4.1.1 To identify children who are likely to remain in foster care until 18 years of age and to help these children make the transition to self-sufficiency by providing services such as assistance in obtaining a high school diploma, career exploration, vocational training, job placement and retention, training in daily living skills, training in budgeting and financial management, substance abuse prevention and

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preventive health activities(including smoking avoidance, nutrition and pregnancy prevention.

- C.4.1.2 To help children who are likely to remain in foster care until 18 years of age receive the education, training and support necessary to obtain employment
- C.4.1.3 To help children who are likely to remain in foster care until 18 years of age to prepare to enter postsecondary education institutions.
- C.4.1.4 To provide personal and emotional support to children aging out of foster care through mentors and promotion of interaction with dedicated adults; and
- C.4.1.5 To provide financial, housing, counseling, employment, education, and other appropriate support and services to former foster care recipients between 18 and 21 years of age to complement their own efforts to achieve self-sufficiency and to assure that program participants recognize and accept their personal responsibility for preparing for and then making the transition from adolescence to adulthood.

C.4.2 Youth in foster care experience many transitions and challenges not faced by other youth transitioning to adulthood, specifically evident is the limited or lack of family ties or connections to a positive adult support network. Approximately 160 youth annually transition from foster care in the District of Columbia. Youth exiting foster care are unprepared for adulthood experience a greater likelihood of homelessness, exploitation by older adult's, unemployment and incarceration.

OYE provides leadership in the area of youth development and empowerment for the District of Columbia Child and Family Services Agency. OYE provides a host of programs and growth experiences for District teens and young adults in foster care. In partnership with the youth, social workers, foster caregivers, and the community, OYE's goals are to teach, train and assist each one to recognize and develop his/her unique potential.

C.4.3 OYE within the District of Columbia's Child and Family Services Agency seeks collaboration and partnership from youth focused community based organizations to deliver youth empowerment and career development services through a contracting process, and is requesting proposals from qualified child welfare and human service agencies for services as indicated below. It is expected that organizations have the ability to tap existing community based resources including those provided by other District agencies. In addition, perspective vendor must be familiar with existing federal and local legislation related to the provision of services to youth exiting foster care.

C.4.4 Career planning is a critical component of a youth transition plan and requires the participation of the youth, social worker, OYE Independent Living Specialist, parents, foster parents, other significant adult, school personnel when applicable, and community based resources. Effective career planning activities are the impetus for

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the youth's self sufficiency and serve as the foundation for the youth's success throughout his/or her life.

**C.5 REQUIREMENTS**

C.5.1 The District is seeking community based organization to partner with the District and the youth in foster care to deliver youth empowerment and career development services. Organizations will be expected to use a teaming approach to assist the youth in accessing existing services in the community including those provided by other District agencies.

C.5.1.1 The Contractor must be capable of providing services to youth located throughout the District of Columbia and Maryland.

C.5.1.2 The Contractor's facility(s) shall be accessible to youth via Public Transportation. If the Contractor's main facility is located in the District; the contractor shall be capable of traveling to youth's location, if needed.

C.5.1.3 The Contractor shall provide services described herein by mentoring and modeling in the youth's living situation.

C.5.2 The Contractor shall provide life skills training, experiential learning opportunities and career planning for youth 15-21 year of age. Life Skills training and experiential learning opportunities prepare youth to acquire the knowledge and skills necessary to live as successful adults. Career planning is a teaming approach and its purpose is to:

C.5.2.1 Identify the youth's needs and goals with an emphasis on his/her perspective.

C.5.2.2 Provide collaborative mentoring, training, and tools to help the youth identify and meet his/her career goals.

C.5.2.3 Ensure successful outcomes by conferencing regularly and as often as needed with the CFSA staff and youth until the youth exits care.

C.5.2.4 Explore family resources in the youth's life.

C.5.2.5 What the youth wants to do after high school

C.5.2.6 Expectations and responsibilities leading up to the exit from care

C.5.2.7 The youth's developmental progress, strengths and needs.

C.5.3 Client Eligibility Criteria

C.5.3.1 Youth between the ages of 15-21 who are currently and/or have a history in foster care (including neglect and delinquent wards) and who met the federal guidelines outlined in Chafee Program. All eligible youth must have been a ward at age 15.

C.5.3.2 Youth who are referred by the District Child and Family Services or child welfare provider agency

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C.5.4 Specific Requirements:

C.5.4.1 Life Skills Training and Positive Youth Development

The Contractor shall provide intensive supportive intervention services for youth preparing for adulthood through an evidence based curriculum using the Ansell Casey Life Skills Assessments and Learning Plans. . Intensive supportive interventions services shall include but not be limited to the following:

C.5.4.1.1 Life Skills Training and Positive Youth Development shall cover the following domains:

- (i) Career Planning
- (ii) Communication
- (iii) Daily Living Skills
- (iv) Home Life
- (v) Housing and Money Management
- (vi) Self Care
- (vii) Social Relationships
- (viii) Work Life
- (ix) Work and Study Skills
- (x) Parenting Education and Skill Development(\*Teen Parents)

C.5.4.1.2 The Contractor shall initiate contact with the referring worker within 3 calendar days of receiving a written referral to:

- (i) Confirm the referral;
- (ii) Discuss completed Ansell Casey Assessment and Learning Plan
- (iii) Discuss case dynamics;
- (iv) Identify the needs of the youth ;
- (v) Develop service goals and objectives,
- (vi) Establish time frames and a schedule of contact.

C.5.4.1.3 The Contractor shall initiate contact with the referred client within 2 calendar days of receiving the written referral to:

- (i) Discuss Ansell Casey Assessment and the developed learning plan, in consultation with the youth, referring worker, and bio or foster family members and mentors as appropriate.
- (ii) Develop a service plan that shall include:
  - (a) A listing of activities to be performed by the Contractor, Youth and other relevant adult resources.
  - (b) A schedule of training.

C.5.4.1.4 The Contractor shall provide at least one face to face contact with the youth on a weekly basis for a period of 12

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months unless approved by the referring worker, unless the services are no longer required by the youth or the youth has successfully transition.

- C.5.4.1.5 The Contractor shall conduct activities that include instruction and information in a form suitable for the education and abilities of the youth. Said services may involve modeling, demonstrations, and supervision in the areas identified in the service plan. Activities shall include but are not limited to:
- (i) Assisting youth to directly access educational and career exploration and development services.
  - (ii) Assisting youth in improving advocacy and communication skills that may include networking experiences and leadership development.
  - (iii) Assisting the youth in understanding the home life components of maintaining a home, i.e. cleaning, cooking and washing. This can be through demonstration and discussion, and by helping client clean house and do laundry.
  - (iv) Assisting youth in developing healthy social relationships that are positive and minimal in conflict.
  - (v) Assisting youth in understanding and improving daily living skills to include but not limited to; nutrition, menu planning, grocery shopping, leisure time, and legal issues.
  - (vi) Demonstrating and teaching meal planning that provides well balanced meals and snacks.
  - (vii) Providing youth with menus and recipes that use basic food groups and demonstrate preparation.
  - (viii) Providing cost free publications showing nutritious food choices and show the youth how and where to obtain them:
  - (ix) Accompanying youth to the grocery stores to buy groceries
  - (x) Providing support and coaching to the youth that improves level of functioning in social areas, including accompany the youth to hearings, medical appointments, educational and career exploration activities.

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- (xi) Assisting youth in understanding and improving in housing and money management where they are able to learn and experience the leasing process, credit reporting, budgeting, banking, etc.
- (xii) Assisting the youth in improving money management skills by establishing and managing household budget, demonstrating efficient and cost effective shopping techniques, and established a method to assure that household bills are paid on time.
- (xiii) Assisting youth in identify means to finding and maintaining affordable housing prior to transition, through review of classified ads, Department of Human Services, District Housing Commission resources. The contractor also shall assist the youth on how to determine home maintenance and improvement issues as needed for home safety, sanitation and security as applicable. This may include advising the youth, and if necessary advocating for such maintenance and improvements directly with landlord.
- (xiv) Providing transportation as needed, and as indicated in the service plan.
- (xv) Assisting youth in the utilization of community resources, including public assistance, religious networks, appropriate social, educational and recreational networks, and health related services, food banks, educational and employment resources available to the youth.
- C.5.4.1.6 The Contractor shall follow up on each missed appointment with the youth by telephone, personal visit or reminder card within 48 hours of the missed appointment. A personal visit shall be used for 2 or more missed appointments.
- C.5.4.1.7 The Contractor shall notify the referring worker by telephone of each appointment missed by the youth within 2 working days.
- C.5.4.1.8 The Contractor shall participate in case consultations and conferences as requested by Child and Family Services Agency or private agency social worker.
- C.5.4.1.9 The Contractor shall advise the referring worker of any problems deemed by the contractor to be addressed by other governmental or community resources in order that

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- the appropriate resources can be made available by the referring workers.
- C.5.4.1.10 The contractor shall be familiar and adhere with federal, state and local laws and rules which apply to client confidentiality.
- C.5.4.1.11 The contractor shall report any conditions or acts which are a current or potential danger to the youth.
- C.5.4.1.12 The contractor shall maintain a record of costs incurred in the provision of the services to the youth.
- C.5.4.1.13 The contractor shall submit a written monthly progress report to the referring worker and IL coordinator in the Office of Youth Empowerment. The report shall include at a minimum:
- (i) Record of client contacts since last written report with a brief description of reason and outcome of the contact.
  - (ii) Progress toward goals/objectives;
  - (iii) Service plan update (reflecting any changes as approved by referring worker).
  - (iv) Contractor recommendations related to future service needs and method for providing said services.
- C.5.4.1.14 The contractor shall submit a written termination summary report to referring worker, explaining the reason for termination and identifying any outstanding service needs for the youth.
- C.5.4.1.15 The contractor shall provide Interpersonal Relationships and Effective Verbal and Written Communication to included but not limited to the following:
- (i) Effective Communication in a team environment.
  - (ii) Writing a career plan and implementation strategy
  - (iii) Communication for the workplace
- C.5.4.1.16 The contractor shall provide Career Exploration Planning and Supportive Services to include but not limited to:
- (i) Post Secondary Education exploring and planning
  - (ii) Vocational Education exploring and planning
  - (iii) Self-Sufficiency and Career Planning
  - (iv) Health Care Management
  - (v) Home Management and Maintenance
  - (vi) Budget Development and Maintenance
  - (vii) Role Modeling, Mentoring and Coaching
  - (viii) Child Development and appropriate expectations (\*Teen Parents)

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- (ix) Parenting Education and Skill Development (\*Teen Parents)
- (x) Goal Setting and Tracking.

C.5.4.1.17 The Contractor shall develop a written life skills development and/or career plan for the referred client within two (2) calendar days of receiving the written referral, in consultation with the youth, referring worker, and biological or foster family members and mentors as appropriate and secure approval of the plan within ten (10) calendar days of initial contact with the youth from the referring worker.

- (i) The life skills development plan and/or career plan shall include at a minimum:
  - (a) A narrative that includes the youth’s life skills development and/or career plan that support the youth’s transition plan goals and short and long term objectives.
  - (b) Assessment of the youth strengths and areas of focus related to educations, career exploration and development, job readiness, and job placement, housing, health needs, household management skills, child development and parenting as appropriate.
  - (c) A listing of activities to be performed by the Contractor, Youth and other relevant adult resources.
  - (d) Any other information deemed by the Contractor or referring social worker as related to the successful transition of the youth.

C.5.4.2 Education

C.5.4.2.1 The Contractor in partnership with the OYE shall conduct activities that include instruction and information in a form suitable for the education and abilities of the youth. Said services may involve modeling, demonstrations, and supervision in the areas identified in the service plan. Activities shall include but are not limited to:

- (i) Assisting youth to directly access educational and career exploration and development services.
- (ii) Assisting youth to identify and secure post secondary preparation services (eg. ACT, SAT, Career placement).

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(iii) Providing support and coaching to the youth that improves level of functioning in social areas, including accompany the youth to educational and career exploration activities.

(iv) Providing support to youth away at college or vocational training programs through e-mentoring.

C.5.4.2.2 The Contractor shall follow up each missed appointment with the youth by telephone, personal visit or reminder card within 48 hours of the missed appointment. A personal visit shall be used for 2 or more missed appointments.

C.5.4.2.3 The Contractor shall notify the referring worker by telephone of each appointment missed by the youth within 2 working days.

C.5.4.2.4 The Contractor shall participate in case consultations and conferences as request by Child and Family Services Agency or private agency social worker.

C.5.4.2.5 The Contractor shall advise the referring worker, and the Education and Vocational Specialist of any issues deemed by the contractor to be addressed by other governmental or community resources in order that the appropriate resources can be made by the referring workers and/ or the Educational or Vocational Specialist.

C.5.4.2.6 The contractor shall be familiar and adhere with federal, state and local laws and rules which apply to client confidentiality.

C.5.4.2.7 The contractor shall report any conditions or acts which are a current or potential danger to the youth.

C.5.4.2.8 The contractor shall maintain a record of costs incurred in the provision of the services to the youth.

C.5.4.3 Vocational

C.5.4.3.1 The contractor in partnership with the OYE shall help youth obtain satisfying careers in today's workforce by:

- (i) Cultivating interests and skills, and relating them to future employment.
- (ii) Promoting activities that help youth explore careers.
- (iii) Building job-readiness skills.
- (iv) Assisting young people get and keep jobs.
- (v) Promoting work-related education and training after high school.

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C.5.4.3.2 The contractor shall assist the youth to identify, access and fully participate in appropriate vocational internship and apprenticeship opportunities.

C.5.4.3.3 The Contractor shall ensure that each youth has a comprehensive post secondary and/or vocational assessment and goals completed by OYE's Vocational and Educational Specialist. The contractor shall meet with the OYE Vocational and/or Educational Specialist to discuss the results of the assessment. The contractor shall complete a career plan within 30 days of the referral to the contractor.

- (i) Each youth shall have the comprehensive assessment and career plan goals, objectives and action steps clearly outlined in the transitional plan developed in conjunction with the contractor with the elements as outlined above.
- (ii) The contractor shall provide monthly reports that clearly demonstrate the youth progress to date, areas of concerns, actions to address areas of concern.

C.5.4.4 Career Exploration and Employment

- (i) The contractor shall instruct and assist the youth in conducting a job search.
- (ii) The contractor shall instruct and coach as appropriate the youth in the completion of job application, develop a resume and cover letter.
- (iii) The contractor shall instruct, model and coach a youth in the job interviewing process.
- (iv) The contractor shall instruct and/or coach the youth in business and work etiquette.
- (v) The contractor shall assist the youth in time management.
- (vi) The contractors shall develop relationships with local businesses, work force agencies, government and charity organization that could provide job experiences for the youth.
- (vii) The contractor shall refer youth to perspective employers for work experience based upon the youth career plan.
- (viii) The contractor shall ensure that each youth has a comprehensive post secondary and/or vocational assessment and a career plan completed within 30 days of the referral to the contractor.
- (ix) The contractor shall ensure that the youth's assessment is comprehensive and the career plan goals, objectives and action steps clearly outline in the transitional plan developed in conjunction with the contractor with the elements as outlined above.
- (x) The contractor shall provide monthly reports that clearly demonstrate the youth progress to date, areas of concerns, actions to address areas of concern.
- (xi) The contractor shall assist the youth to identify, apply and participate in paid internship, part-time and full time employment.

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- (xii) The contractor shall assist the youth to develop an employment trajectory that shall result in the youth being self-sufficient prior to transition.
- (xiii) The contractor shall provide a minimum of 4 hours a week of classroom experience for a minimum of six weeks using evidence based curriculum on life skills and household management. The contractor shall ensure that these locations are easily accessible by the youth.

**C.5.4.5 Post Secondary Education Exploring and Planning**

- C.5.4.5.1 The contractor shall assist the youth to identify and complete all prerequisite requirements to enter a college environment.
- C.5.4.5.2 The contractor shall identify, and/or provide access to test preparation and SAT, ACT and/or relevant pre-college test taking opportunities...
- C.5.4.5.3 The contractor shall assist the youth to secure and/or budget for all required equipment and educational supplies.
- C.5.4.5.4 The contractors shall assist the youth to identify safe and appropriate housing for non-school periods.
- C.5.4.5.5 The contractor shall assist the youth to identify safe and appropriate social and recreational activity resources in the selected college and/or university.
- C.5.4.5.6 The contractor shall assist the youth in identifying work-study programs in the college/university environment.
- C.5.4.5.7 The contractor shall assist the youth to develop a career plan that outlines the youth specific career goal, steps necessary to achieve the goal, services that are necessary to support the youth in achieving the goal in the specified time frame
- C.5.4.5.8 The contractor shall provide additional supports around job coaching /shadowing, obtaining volunteering experience, and paid and unpaid internships.
- C.5.4.5.9 The contractor shall assist the youth to develop an employment portfolio that will assist the youth to acquire the knowledge on his or her chosen career plan.

**C.6 Performance Measures**

- C.6.1 90% of youth will have contact within 5 days of receipt of referral.
- C.6.2 100% of youth will have a completed life skills development and/or career plan within 30 days of referral.
- C.6.3 50% of youth will have employment experience upon completion of the program.
- C.6.4 50% of youth will have secured employment upon completion of the program.
- C.6.5 75% of youth will have successfully completed the program.

**SECTION D: PACKAGING AND MARKING**

N/A

**SECTION E: INSPECTION AND ACCEPTANCE**

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

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

**F.1 TERM OF CONTRACT**

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

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

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

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

**F.3 DELIVERABLES**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the CA identified in section G.10 in accordance with the following:

**F.3.1** Submit a written monthly progress report to the CA. The report shall include at a minimum:

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F.3.1.1 Record of client contacts since last written report with a brief description of reason and outcome of the contact.

F.3.1.2 Progress toward treatment goals/objectives;

F.3.1.3 Life skills development plan or career plan update (reflecting any changes as approved by referring worker).

F.3.1.4 Contractor recommendations related to future service needs and method for providing said services.

F.3.1.5 Submit a written termination summary report to referring worker, explaining the reason for termination and identifying any outstanding service needs for the youth.

F.3.1.6 The contractor shall provide monthly reports that clearly demonstrate the youth progress to date, areas of concerns, actions to address areas of concern.

Percentage of youth that had contact within 5 days of receipt of referral.

Percentage of youth that have completed life skills development and/or career plan within 30 days of referral.

Percentage of youth that have will have employment experience upon completion of the program.

Percentage of youth that will have secured employment upon completion of the program.

Percentage of youth that will successfully completed the program.

Number of youth enrolled, number of youth in attendance, names of youth enrolled and in attendance, contractor's follow up with the youth missing sessions.

F.3.1.7 On a quarterly basis, the contractor shall provide information on all kids that have completed the program, the kids that have dropped out and how the contractor intends to re-engage kids who have dropped out.

F.3.1.8 On a monthly basis, the contractor shall provide a report that shows the percentage of kids in training or apprenticeships.

**F.3.2** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

## **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.10 below. The address of the CFO is:

The Child and Family Services Agency  
Agency Fiscal Office  
400 6<sup>th</sup> Street, S.W., 2<sup>nd</sup> Floor  
Washington, D.C. 20024

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

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

- G.3.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

**G.4 PAYMENT**

In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02., payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

**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.

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**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).

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**G.7 ORDERING CLAUSE**

- G.7.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.
- G.7.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.
- G.7.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**G.8 CONTRACTING OFFICER (CO)**

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

Tara Sigamoni,  
District of Columbia Child and Family Services Agency  
955 L'Enfant Plaza, S.W., Suite 5200  
Washington, D.C. 20024  
(202) 724-5300

**G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

- G.9.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2** 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.9.3** 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.10 CONTRACT ADMINISTRATOR (CA)**

- G.10.1** 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.10.1.1** 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.10.1.2** Coordinating site entry for Contractor personnel, if applicable;

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**G.10.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

**G.10.1.4** 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.10.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**G.10.2** The address and telephone number of the CA is:

Afrilasia Joseph-Phipps,  
Title Supervisory Independent Living Specialist  
Address 3700 10<sup>th</sup> Street, NW, Washington, DC 20010  
Telephone 202-727-7517  
Fax 202-727-7281  
E-mail address: Afrilasia.joseph@dc.gov

**G.10.3** 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.10.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 05-2103 (Revision No. 10) dated June 15, 2010, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

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

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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 its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:

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- (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 H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an

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accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

(7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

(8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));

(9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence

Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and

(10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

**H.9 SUBCONTRACTING REQUIREMENTS**

**H.9.1 Mandatory Subcontracting Requirements**

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

**H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

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

**H.9.2 Subcontracting Plan**

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

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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;

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

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

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

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

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

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

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

**H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.10 DISTRICT RESPONSIBILITIES**

The District will refer youth eligible to receive services under the resultant contract to the contractor. Initial referrals may be made by telephone. The District will issue a written referral within the 5 calendar days of the initial telephonic referral. In the event that a written referral is not received, the contractor shall cease to provide services until such time that a written referral is received.

The District will evaluate the contractor on the performance measures enumerated in section C.6. This result will be used by the District to determine whether the District will exercise the option. The exercise of the option is subject to availability of funding.

**H.11 CONTRACTOR RESPONSIBILITIES**

H.11.1 The Contractor shall participate in case consultations and conferences as required in the service plan, upon request by Child and Family Services Agency or private agency social worker.

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- H.11.2 Contractor shall advise the referring worker of any problems deemed by the contractor to be addressed by other governmental or community resources in order that the appropriate resources can be made by the referring workers.
- H.11.3 Become familiar and adhere with federal, state and local laws and rules which apply to client confidentiality.
- H.11.4 Report any conditions or acts which are a current or potential danger to the youth.
- H.11.5 Maintain a record of costs incurred in the provision of the services to the youth.
- H.11.6 Follow up each missed appointment with the youth by telephone, personal visit or reminder card within 48 hours of the missed appointment. A personal visit shall be used for 2 or more missed appointments.
- H.11.7 Contractor shall notify the referring worker by telephone of each appointment missed by the youth within 2 working days.
- H.11.8 Initiating contact with the referring worker within 3 calendar days of receiving a written referral to:
  - (a) Confirm the referral;
  - (b) Discuss case dynamics;
  - (c) Identify the needs of the youth;
  - (d) Develop service goals and objectives,
  - (e) Establish time frames and a schedule of contact
- H.11.9 Each youth shall have the comprehensive assessment and career plan goals, objectives and action steps clearly outlined in the transitional plan developed in conjunction with the contractor with the elements as outlined above.
- H.11.10 The contractor shall complete a comprehensive post secondary and/or vocational assessment and a career plan completed within 30 days of the referral to the contractor.
- H.11.11 Each youth shall have the comprehensive assessment and career plan goals, objectives and action steps clearly outline in the transitional plan developed in conjunction with the contractor with the elements as outlined above.
- H.11.12 The contractor shall provide monthly reports that clearly demonstrate the youth progress to date, areas of concerns, actions to address areas of concern.

**H.12 HIPAA PRIVACY COMPLIANCE**

- H.12.1 For the purpose of this agreement Child and Family Services (CFSA), a covered component within the District of Columbia’s Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and

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164 as amended (the “HIPAA Regulations”) and the Contractor., as a recipient of Protected Health Information or electronic Protected Health Information from Child and Family Services, is a “Business Associate” as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

- a. Business Associate means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components of the District government’s hybrid entity or a District agency following HIPAA best practices.
- c. Data Aggregation means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.  
Designated Record Set means a group of records maintained by or for the Covered Entity that are:
  - 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. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or

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mental condition, or functional status, of an individual or that affects the structure or function of the body; and

- ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI) Rule*: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and

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for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.

- n. *Privacy Officer.* The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- o. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. *Protected Health Information.* "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
  - i. Transmitted by, created or maintained in electronic media; or
  - ii. Transmitted or maintained in any other form or medium;

Protected Health Information does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Security Officer.* The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. *Security Rule.* "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

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- a. The Business Associate agrees not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter “PHI” or Protected Health Information”) other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** [as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District’s compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** [*agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District’s compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or

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through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit C and incorporated by reference.

- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
  - j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert agency appropriate terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
  - k. The 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 the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
  - l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
  - m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
3. Permitted Uses and Disclosures by the Business Associate

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- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
  - b. Except as otherwise limited in this HIPAA Compliance Clause, the 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 HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the 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 has knowledge that the confidentiality of the information has been breached.
  - d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
  - e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).
4. Additional Obligations of the Business Associate
- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
    - i. Name of the Business Associate of the Covered Entity;
    - ii. Title of the Report/File;
    - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
    - iv. Description of the basic content of the Report/File;
    - v. Format of the Report/File (Electronic or Paper);

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- vi. Physical location of Report/File;
  - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
  - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity] that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
  - ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
  - iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
  - iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
  - v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
  - vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.
  - vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and

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the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, “encrypted” shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate “key” can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.

c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate’s Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate’s personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.

b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected

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Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.

- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA

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Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
  
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health

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Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
  - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
  - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

- c. *Effect of Termination.*
  - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** *[delete bolded material and insert negotiated terms and conditions if applicable]* all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
  - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

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- a. *Regulatory References.* A reference in this HIPAA Compliance 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 HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

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- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier

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delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to:

If to the Covered Entity, to:

Child and Family Services Agency  
Privacy Officer  
400 6<sup>th</sup> Street, S.W., Suite 5023  
Washington, D.C. 20024  
Attention: Dionne M. Bryant  
Fax: 202-727-6333

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph l k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

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- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachments:

Exhibit A *Identity and Procedure Verification*

**H.13 AUDITS AND RECORDS**

- H.13.1 As used in this clause, “records” includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.
- H.13.2 **Examination of Costs:** If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the Contracting Officer, or an authorized representative of the Contracting Officer, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor’s plants, or parts of them, engaged in performing the contract.
- H.13.3 **Cost or Pricing Data:** The Provider shall submit cost or pricing data in connection with any pricing action relating to this contract, the Contracting Officer, or an authorized representative of the Contracting Officer, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Provider’s records, including computations and projections,  
related to:
  - a) The statement of qualifications for the contract, subcontract, or modification;
  - b) The discussions conducted on the statement of qualifications, including those related to negotiating;
  - c) Pricing of the contract, subcontract, or modification; or
  - d) Performance of the contract, subcontract or modification.
- H.13.4 Comptroller General
  - H.13.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor’s directly pertinent records involving transactions related to this contract or a subcontract hereunder.

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- H.13.4.2 This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- H.13.5 This paragraph may not be construed to require the Provider or subcontractor to create or maintain any record that the Provider or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.
- H.13.6 Reports: If the Provider is required to furnish cost, funding, or performance reports, the Contracting Officer or an authorized representative of the Contracting Officer shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:
- a) The effectiveness of the Provider's policies and procedures to produce data compatible with the objectives of these reports; and
  - b) The data reported.
- H.13.7 Availability: The Provider shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.13.1 through H.13.6, for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:
- a) If this contract is completely or partially terminated, the Provider shall make available the records relating to the work terminated until 3 years after any resulting final termination settlement; and
  - b) The Provider shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.
- H.13.8 The Provider shall insert a clause containing all the terms of this clause, including this section H.13.8, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:
- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
  - b) For which cost or pricing data are required; or
  - c) That requires the subcontractor to furnish reports described in H.13.6 of this clause.

**H.14 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

- H.14.1 A provider 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

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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 Provider shall request criminal background checks for the following positions:

All positions that involve contact with wards of CFSA.

- H.14.2 The Provider 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:  
All positions that involve contact with wards of CFSA.
- H.14.3 The Provider 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.14.4 The Provider 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.14.5 The Provider 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 Provider 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:
    - (i) Murder, attempted murder, manslaughter, or arson;
    - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - (iii) Burglary;
    - (iv) Robbery;
    - (v) Kidnapping;
    - (vi) Illegal use or possession of a firearm;
    - (vii) 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;
    - (viii) Child abuse or cruelty to children; or

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- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
  - (D) a written acknowledgement stating that the Provider 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
  - (E) a written acknowledgement stating that the Provider 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.14.6 The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.14.7 Prior to requesting a criminal background check, the Provider 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 Provider 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 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,
  - (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.14.8 The Provider 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.14.9 Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.14.10 The Provider shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

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- H.14.11 The Provider shall provide copies of all criminal background and traffic check reports to the CA.
- H.14.12 The Provider 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.14.13 The Provider 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.14.14 The Provider 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.14.15 The Provider 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.14.16 Unless otherwise specified herein, the Provider 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 H.14.1 and H.14.2.
- H.14.17 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.14.18 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.14.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider 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.14.20 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 Provider shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

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**H.15 CLIENT RECORDS**

The records of each client placed with the provider during the term of this agreement is the property of the District. The Provider shall provide the District with copies of these records upon conclusion of services or termination of the agreement

**H.16 NON-DISCRIMINATION**

The Contractor acts on behalf of and in the name of the District of Columbia and CFSA. As a result, the Contractor shall comply with all applicable District of Columbia laws and regulations. In particular, this solicitation and the resultant contract issued by or on behalf of the government of the District of Columbia, shall be conditioned upon full compliance with the provisions of D.C. Code, 2001 Ed., §2-1402.67. Contractor's failure or refusal to comply with any provision of this chapter shall be a proper basis for revocation of the contract. Any practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice. *D.C. Code, 2001 Ed., §2-1402.68.* The Contractor shall provide an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

**H.17 UNUSUAL INCIDENTS**

- H.17.1.1** The contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four (24) hour Hotline.
- H.17.1.2** The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, which include;
- (a) Accident/s involving clients or staff on duty;
  - (b) A loss of any utility, including but not limited to, power, water, or sewage
  - (c) Any condition which results in the facility's closure and
  - (d) Any other occurrence or event which substantially interferes with the client's health, welfare, living arrangement, or well being, or in any way places the client at risk.
- H.17.1.3** The Contractor's director or other designated staff shall complete an Unusual Incident Report, DHS-1243 and ensure delivery is completed via fax or personal delivery to the CFSA Monitoring Unit and the Office of Collaborative Liaison Unit within (24) hours of the occurrence of an incident.
- H.17.1.4** The Contractor shall notify the Metropolitan Police Department (MPD) and the Child and Family Services Hotline, immediately or within thirty (30) minutes, after learning that a child/children, caregiver and/or involved family member has been involved in an unusual incident.
- H.17.2 MANDATORY REPORTING**
- H.17.2.1** The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24)

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hours to the CFSA's twenty-four (24) hour Child Abuse and Neglect Hotline (202 671-SAFE).

- H.17.2.2** The Contractor shall ensure that notification is made within (24) hours to the assigned CA, Office of Collaborative Liaison and the Contracting Officer.
- H.17.2.3** The Contractor shall ensure that any staff member who believes that a resident is in serious and immediate danger shall take immediate steps to protect the resident including, as appropriate, removing the resident from the danger.
- H.17.2.4** The Contractor shall ensure that the written report shall include, but need not be limited to, the following information if the person making the report knows:
- (a) The child/children who is the subject of the report
  - (b) Each of the child/children siblings; and
  - (c) Each of the child/children parents or other persons responsible for the child/children's care;
  - (d) The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
  - (e) All other information which the person making the report believes may be helpful in establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect; and
  - (f) If the source was required to report under this subchapter, the identity and occupation of the source how to contact the source and a statement of the actions taken by the source concerning the child/children.

**H.18 TRANSITION PERIOD**

- H.18.1** In the event of either termination or pending expiration of this Contract, the Provider shall assist the Agency in the smooth and orderly transition of the children in its care to a new contractor. This time shall be identified as the Transition Period.
- H.18.2** The CA shall provide the Provider, no later than seven (7) days prior to the start of the Transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.
- H.18.3** During the Transition Period the Provider shall cooperate with the CA to ensure that all clients are transitioned in accordance with the guidelines provided by the CA.
- H.18.4** The Provider shall continue to provide the services as described in this contract during the Transition Period. The Provider shall continue to follow the billing procedures outlined in Section G of this contract.
- H.18.5** The Transition Period shall be no more than sixty (60) days prior to the expiration date of the contract. If the Transition Period is utilized to the expiration of the contractor, the Provider is to submit the final invoice within 30 days of the contract expiration.

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

### **I.4 TIME**

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

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

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

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

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or

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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**

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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.

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE**

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

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

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Operations coverage for five (5) years following final acceptance of the work performed under this contract.

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

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

4. 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.

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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:

Tara Sigamoni, Agency Chief Contracting Officer  
Child and Family Services Agency  
955 L'Enfant Plaza, S.W., Suite 5200  
Washington, D.C. 20024  
(202) 724-5300

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

**I.9 EQUAL EMPLOYMENT OPPORTUNITY**

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

**I.10 ORDER OF PRECEDENCE**

I.10.1 The contract awarded as a result of this RFP will contain the following clause:

I.10.1.1 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:

I.10.1.1.1 LaShawn A. v. Fenty Implementation and Exit Plan

I.10.1.1.2 Sections A through I of the contract

I.10.1.1.3 Section J.1 of the resultant contract, in the order of precedence set forth therein.

**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.

**I.13 CONTINUITY OF SERVICES**

**I.13.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

**I.13.1.1** Furnish phase-out, phase-in (transition) training; and

**I.13.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

**I.13.2** The Contractor shall, upon the CO's written notice:

**I.13.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

**I.13.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

**I.13.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

**I.13.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

**I.13.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination Wage Determination No. 05-2103 (Revision No. 10, dated June 15, 2010)
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Cost/Price Certification and Data Package available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

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

**K.1 AUTHORIZED NEGOTIATORS**

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

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**K.2 TYPE OF BUSINESS ORGANIZATION**

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

(a) It operates as:

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

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

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

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

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

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

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

Signature \_\_\_\_\_

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

**K.4 BUY AMERICAN CERTIFICATION**

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

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

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

Each offeror shall check one of the following:

\_\_\_\_ No person listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

\_\_\_\_ The following person(s) listed in Clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” may benefit from this contract. For each person listed, attach the affidavit required by Clause 13.

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

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

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

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any offeror or competitor relating to:
  - (i) those prices,
  - (ii) the intention to submit a contract, or
  - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract opening unless otherwise required by law; and

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

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*(insert full name of person(s) in the organization responsible for determining the prices offered in this contract and the title of his or her position in the offeror's organization);*

As an authorized agent, does certify that the principals named in subdivision (b)(2) have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

- (c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

**K.7 TAX CERTIFICATION**

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

**K.8 CERTIFICATION OF ELIGIBILITY**

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

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and

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D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

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

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

### **L.1 CONTRACT AWARD**

#### **L.1.1 Most Advantageous to the District**

The District may award multiple contract[s] resulting from this solicitation to the responsible offeror[s] whose offer[s] conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

#### **L.1.2 Initial Offers**

The District may award a contract on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors.

### **L.2 PROPOSAL FORM, ORGANIZATION AND CONTENT**

One original and four (4) copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. [insert solicitation number, title and name of offeror]".

Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested below for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

### **L.3 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

#### **L.3.1 Proposal Submission**

Proposals must be submitted no later than 2:00pm on April 11, 2011. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;

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- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

**L.3.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of proposals, but not later than the closing date and time for receipt of proposals.

**L.3.3 Postmarks**

The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

**L.3.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

**L.3.5 Late Proposals**

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

**L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

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

**L.5 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, Tara Sigamoni, Agency Chief Contracting Officer, Child and Family Services Agency, 955 L'Enfant Plaza, S.W., Suite 5200, Washington, D.C. 20024, Phone: (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA**

**L.6.1** Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

**"This proposal includes data that shall not be disclosed outside the District and shall not be duplicated, used or disclosed in whole or in part for any purpose except for use in the procurement process.**

**If, however, a contract is awarded to this offeror as a result of or in connection with the submission of this data, the District will have the right to duplicate, use, or disclose the data to the extent consistent with the District's needs in the procurement process. This restriction does not limit the District's rights to use, without restriction, information contained in this proposal if it is obtained from another source. The data subject to this restriction are contained in sheets (insert page numbers or other identification of sheets)."**

**L.6.2** Mark each sheet of data it wishes to restrict with the following legend:

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

**L.7 PROPOSALS WITH OPTION YEARS**

The offeror shall include option year prices in its price/cost proposal. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

**L.8 PROPOSAL PROTESTS**

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

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**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

**L.13 ELECTRONIC COPY OF PROPOSALS FOR FREEDOM OF INFORMATION ACT REQUESTS**

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

**L.14 CERTIFICATES OF INSURANCE**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to:

Tara Sigamoni, Agency Chief Contracting Officer  
Child and Family Services Agency  
955 L'Enfant Plaza, S.W., Suite 5200  
Washington, D.C. 20024

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter,

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telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.16 BEST AND FINAL OFFERS**

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

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

**L.17.1** Name, address, telephone number and federal tax identification number of offeror;

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

**L.17.3** If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

**L.18 FAMILIARIZATION WITH CONDITIONS**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties which may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

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- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

**L.20 PRE-PROPOSAL CONFERENCE**

- L.20.1** A pre-proposal conference will be held at 11:00 a.m. on March 23, 2011 at 955 L'Enfant Plaza, S.W., Suite 5200, Washington, D.C. 20024. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.20.2** Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**SECTION M - EVALUATION FACTORS**

**M.1 EVALUATION FOR AWARD**

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

**M.2 TECHNICAL RATING**

**M.2.1** The Technical Rating Scale is as follows:

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

**M.2.2** The technical rating is a weighting mechanism that will be applied to the point value for each evaluation factor to determine the offeror’s score for each factor. The offeror’s total technical score will be determined by adding the offeror’s score in each evaluation factor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good,” then the score for that evaluation factor is 4/5 of 40 or 32.

If subfactors are applied, the offeror’s total technical score will be determined by adding the offeror’s score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror’s response as “Good” for the first subfactor and “Poor” for the second subfactor, then the total score for that evaluation

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factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.3 EVALUATION CRITERIA**

Proposals will be evaluated based on the following evaluation factors in the manner described below:

**M.4 EVALUATION STANDARDS**

Evaluation Criteria	Points
Factor A – Technical Expertise	35
Factor B – Past Performance and Key Personnel	20
Factor C - Management Approach	25
Factor D – Price	20
Factor E – CBE Preference Points	12
Total	112

**M.4.1 Technical Expertise: (55 Points Maximum)**

These factors consider the Offeror’s past performance, experience and key personnel used in performing services similar to the required services as described in Section C. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction with the Offeror’s performance.

This factor considers the technical expertise to be accessed and provided by the offeror to perform the District’s requirements as described in Section C of this solicitation. This factor encompasses all components of the offeror’s staff and staff related activities including the offeror’s organizational structure, the qualifications and expertise of the offer are proposed staff, and the offeror’s staff development initiatives. This factor considers each staffing component, together and independently, and the importance of the interrelationships of each component toward the contribution of performing the service requirements.

**M.4.1.1** This factor also encompasses the offeror’s technical capacity to perform the required services as described in C. This factor examines technical capacity and the overall contribution and utilization of the offeror’s techniques and processes in the successful fulfillment of the requirements.

**M.4.1.2** Presents a written narrative of the offeror’s service description providing evidence of the offeror’s understanding of the technical components of the requirements. The offeror demonstrates in a clear logical manner awareness the scope and complexity of services to be provided;

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- M.4.1.3** Presents a written narrative of the offeror's service delivery including appropriate methodologies and approaches to be used to accomplish the technical components of the requirements. The offeror's proposed methodologies and approaches comprehensively cover all technical requirements while considering the Administration to be served, and recognizing and addressing potential issues associated with performing the services;
- M.4.1.4** Identifies in the service delivery narrative, specific creative and innovative features of the offeror's service delivery providing logical realistic rational for the expected benefits to be derived from the features; and
- M.4.1.5** The offeror demonstrates clearly and convincingly that it is capable of providing said services in the District of Columbia and Maryland.
- M.4.1.6** The offeror shall demonstrate its relationships with other governmental agencies or community based service organizations that provide service to youth via Memorandum of Understanding or other similar agreements.
- M.4.1.7** The offeror must have general knowledge of Child Welfare and working with youth.
- M.4.1.8** The offeror must have collaborative based history working as a community based organization
- M.4.1.9** The offeror must have significant knowledge in the ability to identify and access community resources that address basic needs such as food, shelter, education and employment.
- M.4.1.10** The offeror must have significant knowledge of the laws and rules that apply to child welfare, specifically, Chaffee and youth transition services.
- M.4.2 Past Performance**
- M.4.2.1** This factor considers the Management Approach to be utilized by the offeror to perform the requirements as described in Section C of this solicitation. This factor examines the Offeror's proposed management plan, to ensure that it can efficiently and effectively manage the contract. This factor considers the offeror's plan for providing staff and management support with the experience and ability to ensure all tasks have been completed to the performance standards set forth in this solicitation.
- M.4.2.2** The standard has been met when the offeror:
- M.4.2.2.1** The offeror provides references for all contracts in which the offeror has performed similar work in the past five (5) years. Work is similar, if the function, responsibilities, and duties of the offeror are essentially the same as the required services described in C.4; and
- M.4.2.2.2** Provide a minimum of four (4) references from existing and/or previous clientele for whom the same type or similar type services have been provided for comparable activity. The reference information shall include the full name, title, company address, telephone number, fax number and e-mail address of the principal, owner or director of the

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company, organization or governmental entity along with the same information for the project manger plus the period of performance. CFSA shall have the right to contact the references provided along with any other references that CFSA may find regarding the offeror.

**M.4.2.2.3** The Offeror demonstrates clearly and convincingly that it has a working knowledge of Title IVE, Medicaid, and the Chafee Program.

**M.4.2.2.4** The offeror demonstrates clearly and convincingly that is has knowledge and demonstrated experience in Basic Youth Development.

**M.4.3 Management Approach: 25 Points Maximum**

**M.4.3.1** This factor considers the management approach proposed the offeror to perform the District's requirements and described in Section C of this solicitation. This factor encompasses all components of the offeror's management and staffing plans including the offeror's organizational structure, the qualifications and expertise of the offeror's proposed staff, the offeror's plan for conducting the tasks.

**M.4.3.2** The standard has been met when the offeror:

**M.4.3.2.1** Provides an organizational chart that demonstrates the offeror's understanding and availability of staff to fulfill the required minimum staffing positions;

**M.4.3.2.2** Provides staff information including resumes and certificates, demonstrating the qualifications and expertise of the offeror's proposed staff to meet the minimum qualifications for required staff and the expertise to perform the services required. Offeror provides position descriptions indicating the offeror's awareness and distribution of the minimum responsibilities for each staff position and acknowledges and assigns the responsibilities to perform the requirements among the offeror's proposed staff. The offeror's staff information, including resumes certificates and position descriptions are consistent with the information presented in the offeror's organizational chart;

**M.4.3.2.3** Describes techniques, processes, and tests in the offeror's ability to ensure that the offeror's staff and proposed service delivery perform the requirements and achieve the desired objectives that demonstrate the offeror's thorough and complete plan to perform the requirements. Provides evidence of the offeror's consistent commitment to quality, recognition and correction of weaknesses, and on-going initiatives to improve the offeror's performance of the requirements;

**M.4.3.2.4** Staff Qualifications:

The Offeror's Project Lead/Coordinator shall have at a minimum of five (5) years of experience in either of the following areas: direct client services, home based services, human services, working with youth aged 16-24, diverse populations or with families and youth in crisis. The Project Lead/Coordinator shall also have at a minimum a Master's degree in Human Services or a related field.

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All other staff shall have at a minimum two years of college in a Human Services Field *and* two years of relevant experience in a related field.

**M.4.4 PRICE CRITERION (20 Points Maximum)**

The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

$$\frac{\text{Lowest price proposal}}{\text{Price of proposal being evaluated}} \times \text{weight} = \text{Evaluated price score}$$

**M.4.5 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)**

**M.4.6 TOTAL POINTS (112 Points Maximum)**

Total points shall be the cumulative total of the offeror’s technical criteria points, price criterion points and preference points, if any.

**M.4.7 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating the total price for all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District’s requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

**M.5 PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the “Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005”, as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

**M.5.1 Application of Preferences**

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

**M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).

**M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.

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- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

**M.5.2 Maximum Preference Awarded**

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

**M.5.3 Preferences for Certified Joint Ventures**

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

**M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street, NW, Suite 970N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

**M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.