

SOLICITATION, OFFER, AND AWARD		1. Caption Therapeutic Family Homes		Page of Pages 1 1	
2. Contract Number	3. Solicitation Number DCJZ-2009-H-0006	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency	5. Date Issued 3/2/2008	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Human Care Supplies and Services Group 64 New York Avenue, NE, 6th Floor Washington, DC 20002			8. Address Offer to: Office of Contracting and Procurement 441 4th Street,NW, Suite 703 South, Bid Room Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 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 441 4th Street,NW, Suite 703S, Bid Room, Washington, DC until 2:00 P..M. local time 31-Mar-09
Human Care Agreement Contractor Qualification Record must be completed (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 LaVerne Foster	B. Telephone			C. E-mail Address LaVerne.Foster@dc.gov
		(Area Code) 202	(Number) 671-4465	(Ext)	

11. Table of Contents

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X	C	Specifications/Work Statement	4 to 21		F	List of Attachments	38 to 99
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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ 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	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	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)	<input type="checkbox"/>		

AWARD (TO BE COMPLETED BY GOVERNMENT)

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





Government of the District of Columbia

HUMAN CARE AGREEMENT													PAGE	OF	PAGES	
1. CONTRACT NUMBER DCJZ-2009-H-0006			2. REQUISITION/PURCHASE REQUEST NO.			3. PURCHASE ORDER/TASK ORDER NUMBER			4. DATE OF AWARD				1		39	
5. ISSUED BY Office of Contracting and Procurement Human Care Supplies and Services Group 64 New York Avenue, NE, 6th Fl. Washington, D.C. 20002						6. ADMINISTERED BY (If other than Item 5) Department of Youth Rehabilitation Services 8300 Riverton Court Laurel, MD 20707 Telephone (240) 456-5000 Fax (240) 456-5283										
7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)																
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO:								9. DISTRICT SHALL SEND ALL PAYMENTS TO:								
10. DESCRIPTION OF HUMAN CARE SERVICE AND COST																
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT										
0001	952-47-00	Therapeutic Family Homes			SEE ATTACHED SCHEDULE B											
						<i>Total</i>	\$									
						<i>Total From Any Continuation Pages</i>	\$									
						GRAND TOTAL	\$									
11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION																
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT		
A. Soar System Obligation Code				B. Name of Financial Officer (Typed):				C. Signature:				D. Date:				
12. PERIOD OF HUMAN CARE AGREEMENT																
Starting Date: _____								Ending Date: _____								
HUMAN CARE AGREEMENT SIGNATURES																
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. <i>The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.</i>																
13. FOR THE PROVIDER/CONTRACTOR								14. FOR THE DISTRICT OF COLUMBIA								
A. Name and Title of Signer (Type or print) Name: Title:								A. Name of Contracting Officer (Type or print) Name: Title:								
B. Signature of PROVIDER/CONTRACTOR, or representative:				C. Date:				B. Signature of CONTRACTING OFFICER:				C. Date:				

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Government of the District of Columbia, Department of Youth Rehabilitation Services (DYRS), hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06). This Agreement will be effective on the date entered in Item 13c on page 1 of this document.

This is a Human Care Agreement based on fixed-unit prices. The Provider shall deliver services in accordance with Section C.

BASE YEAR

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
0001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 1

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
1001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 2

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
2001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 3

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
3001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

OPTION YEAR 4

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	SERVICE UNIT	CAPACITY	SERVICE RATE
4001	Therapeutic Family Home in accordance with the requirements of this Human Care Agreement	Client Per Day		

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Background

- C.1.1** DYRS serves male and female youths between the ages of 12 and 21 who have been remanded to its temporary custody by the D.C. Superior Court. The Department of Youth Rehabilitation Services' mission is to improve public safety and give court-involved youth the opportunity to become more productive citizens by building on the strengths of the youth and their families in the least restrictive, most homelike environment. In partnership with the community, this balanced approach to juvenile justice promotes the rehabilitation of delinquent youths toward reforming their behavior in the context of increased accountability, expanded personal competencies, positive youth development and enhanced community restoration. The use of therapeutic family homes will allow young people to live in a home-like environment with structured and supervised care.
- C.1.2** DYRS currently operates under the injunction of the Jerry M. Consent Decree, a twenty year comprehensive mandate that consists of an original court decree and more than forty (40) subsequent court orders. The Jerry M. Consent Decree approved by the Court in 1986, heavily influences DYRS' programmatic and operational objectives. The decree and court orders focus on reform initiatives associated with the facilities, services and delivery of services to the youth placed in the custody and care of DYRS. The presence of Jerry M. Consent Decree places DYRS and all related activities under continual scrutiny to provide a best practice model for the delivery of services in the juvenile justice system while providing services in the least restrictive setting consistent with the protection of the public.
- C.1.3** The Department of Youth and Rehabilitation Services (DYRS) provides enriched, culturally sensitive services, including recreational, rehabilitative, educational, mental health, medical, recreational, aftercare supervision, residential placements, independent living and mentoring/monitoring support in a nurturing and structured environment to the youth in its custody. The services are available but not mandated for pre-adjudicated youths.
- C.1.4** DYRS has undertaken a series of reform efforts, which includes establishing a robust continuum of care that builds on the strengths of youth and their families while meeting their individual needs.
- C.1.5** DYRS is committed to ensuring that all Therapeutic Family Homes (TFH) are licensed by DYRS in accord with Chapter 62 Title 29 DCMR and are meeting the needs of the youth and family, agency, the courts and the community.

C.2 Scope of Human Care Services

- C.2.1** Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in subsections C.2.2 through C.2.0.
- C.2.2** DYRS seeks multiple Providers to provide therapeutic family homes for male and

female youth who are pre-adjudicated or adjudicated in the District of Columbia's juvenile justice system. The homes must be located in the District of Columbia or within a 50-mile radius of the District of Columbia. Each youth's length of stay will vary based upon the youth's ISP. The Providers shall possess first hand knowledge and experience in providing intensive services to youth involved in the juvenile justice system.

C.2.3 The system of care expected to result from these human care agreements seeks to address the specific needs of youth served by DYRS. Programming must be gender specific, culturally sensitive, language appropriate, and tailored to fit the needs of referred youth. Services shall address the balanced and restorative justice principles of public safety, accountability and competency development. The therapeutic family homes shall provide youth in the juvenile justice system with community-based support services in lieu of confinement at the Oak Hill Youth Center. Support services shall include, life skill training, education, employment, counseling and additional specific services identified in each youth's service plan. These support services are also expected to result in helping to meet DYRS' goal for its community based services where youths will meet 90% of scheduled court appearances; 75% of participants will not be re-arrested; and the abscondance rate will be below 5%.

C.2.4 Providers may be subject to facility inspections by court monitors, as may be required by the court.

C.3 Target Population

C.3.1 The typical youth referred to therapeutic family homes are youth between the ages of 14 and 21 or who are committed to DYRS' custody and who are eligible for alternatives to secure facilities; youth stepping down from committed custody after an extended stay in locked custody; youth in jeopardy of aftercare revocation in lieu of locked confinement; and youth returning from out of District Residential Treatment Centers. This program will support DYRS' efforts in meeting the Jerry M. Court Decree mandate to begin depopulation at the Oak Hill Youth Center and to provide services in the least restrictive setting consistent with public safety.

C.4 Licensing Requirements

C.4.1 Therapeutic family homes shall be licensed by the Department of Youth Rehabilitation Services' standards in accordance with Chapter 62 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and Youth Group Home*, pursuant to D.C. Official Code, § 16-2301 et seq (Applicable Document #2) and other applicable District and municipal laws.

C.4.2 No youth in DYRS custody and care shall be placed in an unlicensed therapeutic family home facility.

C.5 Applicable Documents

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title	Date
1	American Correctional Association Industry Standards	<p align="center">Standards for Juvenile Community Residential Facilities (3rd ed.)</p> <p>Additional Information: ACA, 4380 Forbes Blvd., Lanham, MD 20706 800-222-5646 www.aca.org/</p>	May 1990
2	DC Municipal Regulations	<p>29 DCMR, Chapter 62 (48 DCR 6787) 29 DCMR</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, DC 20001 Telephone: 202-724-5071</p>	7/27/2001
3	D.C Law 17-9	<p>D.C. Official Code, Section 44-552 Criminal Background Checks</p> <p>Available at http://dccode.westgroup.com</p>	2007
4	DYRS Documents	<p>DYRS Community-Based Residential Services Reporting Formats Weekly Population Report Youth Progress Report Program Report Unusual Incident Report Absconder Report Quarterly Data Report Monthly Summary Chart</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, DC 20001 Telephone: 202-724-5071</p>	Most Recent

5	District of Columbia Interagency Memorandum of Agreement (Policies and Procedures)	<p>Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the Child and Family Services Agency and the Department of Youth Rehabilitation Services (Formerly the Department of Youth Rehabilitation Services, Youth Services Administration)</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, DC 20001 Telephone: 202-724-5071</p>	Undated
6	DYRS Document (Policy & Procedures)	<p>Unusual Incident & After Hours Emergencies Protocol</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, DC 20001 Telephone: 202-724-5071</p>	12/18/06
7	Public Laws 91-230 (1970) and 105-17 (1997)	<p>Federal Individuals with Disabilities Education Act 20 USCA § 1400 <i>et seq.</i>, Subchapters I and II available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/</p>	1970 1997
8	Public Law 101-336, July 26, 1990	<p>Americans with Disabilities Act 42 USCA § 12101-102; 12131-134. available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/</p>	1990

C.6 Definitions

C.6.1 Abscondance: The youth is absent from an approved placement due to escape, truancy, or the like.

C. 6.2 Adjudicated– The period after it is determined whether or not allegations brought forth in the juvenile court petition are true. An adjudicatory hearing is held to determine the facts of the case and an appropriate course of action.

C.6.3 Balanced and Restorative Justice (BARJ) Model: A framework for Juvenile reform that seeks to engage citizens and community groups both as clients of juvenile justice services and as resources in a effective response to youth crime. This balanced approach requires juvenile justice professionals to devote attention to: enabling offenders to make

amends to their victims and community; increasing offender competencies; and protecting the public through processes in which individual victims, the community, and offenders are all active participants.

- C.6.4 Case Management:** A process whereby a plan is developed and implemented for eligible youth and their families; which efficiently utilizes juvenile justice, behavioral, physical health, education, and community resources to achieve the optimum outcome in the most cost effective manner. Case management is the process by which DYRS provides, assesses, manages, advocates, negotiates, coordinates, contracts, reports, monitors necessary services, and resources to fulfill the treatment goals for delinquent youth and their families.
- C.6.5 Case Manager:** The assigned DYRS social worker or after care worker who is responsible for ensuring the initial assessment of the youth his/her family's needs, the provision of services to meet those identified needs, and the ongoing monitoring of the services delivered to insure compliance with the youth's Individualized Service Plan.
- C.6.6 Committed Youth:** Youth that have been found to be involved in an illegal or criminal act and who consequently receive a disposition by the court to be remanded to the care and custody of the District for a determinate period of time to receive rehabilitation services in the least restrictive environment.
- C.6.7 Confidentiality:** The safeguarding of information regarding committed juveniles in accordance with all federal and District laws pertaining to confidentiality of information.
- C.6.8 Continuum of Services/Care:** A range of services from least restrictive to highly structure or highly restrictive that addresses a range of needs of youth and provides an array of services.
- C.6.9 Contracting Officer's Technical Representative (COTR) -** The representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and \ supervision of this Human Care Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement.
- C.6.10 Culturally Sensitive:** Appropriate services that are inclusive of all groups, in terms of their ethnicity, age, gender, cultural practices, sexual orientation, socio-economic status, educational background, and language.
- C.6.11 Department of Youth Rehabilitation Services (DYRS):** The District's juvenile justice agency, responsible for providing an integrated system of care and custody and services to youth, while involving their families and communities during their commitment to the District. The agency also provides secure detention and alternatives to detention to youth in pre-adjudicated and pre-dispositional phases of court involvement.
- C.6.12 Education support/advocacy:** Services designed to increase the educational skills of youth. These may include individualized approaches as well as use of non-traditional methods and materials, for example, computers, mentors, or tutors.

- C.6.13 Family Interventions** – Formal and informal techniques that focus on the family, both parents and therapeutic family’s and will include family therapy, parent training and support groups, and utilization of trained family advocates to work with youth and their families.
- C.6.14 Family Team Meeting:** An informal get-together of youth, family members, professionals, community providers, and family friends to discuss the youths’ strengths, needs, and strategies to develop the individual plan to meet the service needs of the youth.
- C.6.15 Habilitation Services:** The process by which a youth is assisted to acquire and maintain those life skills which enables him or her to cope more effectively with the demands of his or her own environment, raise the level of his or her physical, intellectual, social, emotional and economic efficiency. Services provided may include monitoring of health care needs, behavior management, money management, social skills, personal care skills, and practical living skills.
- C.6.16 Human Care Agreement** - A written agreement for the procurement of education or special education, health , human or social services pursuant to the D.C. Official Code, Section 2-303.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.
- C.6.17 Human Care Services** - Are education, or special education, health, human or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.6.18 Individualized Service Plan (ISP)** - A document that specifically identifies the goals, objectives, strategies, responsible parties and resources to address the assessed strengths and needs of a committed youth and the family. The DYRS case manager designs the plan to ensure that habilitative and rehabilitative services are correlated to the Balanced and Restorative Justice Model (BARJ) principles which are competency development, accountability and community safety. The plan is developed and periodically updated in conjunction with the DYRS case manager, youths, youth’s family and designated service providers. Updates are to occur at a minimum of every 90 days, to indicate progression in the achievement of desired outcomes.
- C.6.19 Least Restrictive Environment** - That living or habilitation arrangement which least inhibits an individual’s independence. It includes, but is not limited to, arrangements to move an individual from more to less structured living and from larger to smaller living units.
- C.6.20 Life Skills** - A combination of services designed to assist youths in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and vocational functioning to the fullest extent possible. The services are designed to provide an intermediate level of treatment but needing some educational. Pre-vocational

activities prior to moving to work activities or sheltered workshop settings.

C.6.21 Natural Family - A family consisting of one or more parents and their children, but not including aunts, uncles or grandparents.

C.6.22 Peer group interactions – Strategies that include counseling that focuses on peer pressure, values clarification and goal identification.

C.6.23 Provider - A consultant, vendor or contractor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.

C.6.24 Qualified Personnel - Persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction and, for the purposes of providing services under these HCAs, the District of Columbia. The term shall include administrators, foster parents (extended family and therapeutic family home providers), dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists or audiologists, pharmacists, patient activity specialists, psychologists and professional counselors, and social workers.

C.6.25 Service Base Philosophy- DYRS mission is to improve public safety and give court-involved youth the opportunity to become more productive citizens by building on the strength of youth and their families in the least restrictive, more home like environment consistent with public safety.

C.6.26 Supervision and Control: Activities designed to provide external constraints for youths' behavior, monitor the behavior, and strengthen the adherence and acceptance of rules.

C.6.27 Task Order: an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order

C.6.28 Therapeutic Family Homes: A small, community-based and family-focused group care residential placement facility providing a home-like environment for up to six youths who require on-site and individualized services and supervision.

C.7 Specific Requirements

C.7.1 The Provider shall provide therapeutic family homes in accordance with the following:

C.7.1.1 Provide therapeutic family homes that are located in the District of Columbia or within 50 miles radius of the District of Columbia in order to afford youth and families the opportunity to access and receive needed programs and services within the District;

C.7.1.2 Hire and train staff to provide the required services to youth residing in therapeutic family homes in accordance with Sections C.11.

- C.7.1.3** Adhere to service requirements in accordance with all existing federal and District of Columbia laws, rules and regulations including the American Correctional Association (ACA) Standards for Juvenile Community Residential Facilities.
- C.7.1.4** Provide services linked at the neighborhood level with formal and informal supports that are expected to continue to make a difference in the lives of youth as they exit the juvenile justice system.
- C.7.1.5** Ensure that services provided are gender specific, culturally sensitive, language appropriate, and tailored to fit the needs of referred youth. Services shall address the balanced and restorative justice principles of public safety, accountability and competency development.
- C.7.1.6** Commit to a philosophy of unconditional care, by agreeing not to eject a youth that has been accepted into the therapeutic family home program. In circumstances of a difficult referral the Agency may reconsider other placement options.
- C.7.1.7** Provide therapeutic living accommodations that allow youths to live in a home-like environment with supervised care, that meets all licensing, registration and occupancy requirements, building safety, fire, health and sanitation codes and all other required certifications as prescribed by the governing jurisdiction and maintain current all required permits and licenses for each home utilized in the provision of services under the Human Care Agreement.
- C.7.1.8** Provide living quarters with adequate space, as well as furnishings that are well maintained. The therapeutic family homes shall not accept more than four (4) to six (6) youth contingent upon licensing capacity. The Provider's homes used during the performance of this Human Care Agreement shall meet all applicable federal, state and local regulations for the intended use throughout the duration of the Human Care Agreement.
- C.7.1.9** Maintain accessibility for persons with mobility limitations, consistent with Public Law 101-336, Americans with Disabilities Act, incorporated herein by reference.
- C.7.1.10** Ensure that an emergency home site is available, with specific address provided, for the provision of services under the Human Care Agreement should a primary home become unavailable.
- C.7.1.11** Provide monitoring of school attendance and compliance with established curfews.
- C.7.1.12** Provide and actively initiate emergency crisis interventions, family interventions, and home visits with crisis intervention.
- C.7.1.13** Provide or arrange for transportation resources to address the transportation needs and requirements of the entire youth population residing at their facility. The Provider shall ensure that all vehicles used to transport youth and staff are properly and adequately maintained for safety.
- C. 7.1.14** Provide accommodations for meals and snacks that consists of a well-balanced diet

containing an adequate amount of food and calories. The Provider shall develop and follow a written plan for nutritional services, including planning and budgeting for the youth's dietary needs, and purchasing, storing, preparing and serving the food.

- C.7.1.15** Establish systems to allow youth to file grievances about matters of concern to them, and a system to respond to those grievances, as well as a system for youth to report misconduct by staff or youth.
- C.7.1.16** Establish systems for parents and other approved family members and mentors to visit youth, and for youth to have access to telephone and letter writing opportunities.
- C.7.1.17** Ensure and promote proper personal hygiene awareness.
- C.7.1.18** Establish a positive behavior incentive system.

C.8 **Administrative Operations**

- C.8.1** The Provider shall, at a minimum, provide or maintain the following administrative operations to support the delivery of therapeutic services for the youth:
 - C.8.1.1** Provide services 24 hours per day seven days per week with a minimum of two (2) staff providing direct supervision. The Provider shall maintain an administrative office, which shall operate at a minimum, from 9:00 a.m. to 5:00 p.m., Monday through Friday, except on federal holidays.
 - C.8.1.2** Conduct orientation sessions relating to the Provider's procedures, rules, programs, and services.
 - C.8.1.3** Maintain rules of conduct to provide for the general welfare and constitutional rights of youths while recognizing and maintaining required order and structure. The rules of conduct shall, at a minimum address the rights and responsibilities of youths and staff, including prohibited acts, and grievance procedures. The Provider's published rules of conduct shall be available for review upon the request of the COTR.
 - C.8.1.4** Maintain a policies and procedures manual(s) that, at a minimum, provide details describing program management, admissions, living and environment, case management, behavior management, program security, program safety, and conditional release. The Provider's policies and procedures manual(s) shall be available for review upon the request of the COTR.
 - C.8.1.5** Maintain an emergency plan approved by local fire officials that clearly documents the Provider's emergency preparedness, which includes information about the emergency site arrangements described in C.7.1.10. The Provider's emergency preparedness plan shall be available for review upon the request of the COTR. The emergency plan shall be reviewed annually, updated as necessary, and redistributed as changes occur.

C.8.1.6 Provider shall conspicuously post an emergency plan showing the location of exits, fire extinguishers and first aid equipment in each facility and home utilized for the provision of services under this Human Care Agreement.

C.8.1.7 Provider shall report all unusual or critical incidents, including abscondence, involving youth referred by the District to the COTR and the Contracting Officer.

C.9 **Juvenile Services**

C.9.1 At a minimum, the Provider shall provide the following juvenile services for the District's youths:

C.9.1.1 Develop comprehensive case files for each youth including historical, background, and other relevant information received from DYRS case managers. Case files shall be maintained in a manner that is both organized and representative of the youths' progress based on the youth's prescribed ISP and updates.

C.9.1.2 Provide the DYRS case manager with a work plan that details the intensity and frequency of services described in the ISP, within 15 days of receiving the ISP. The work plan shall address, but not be limited to, the following:

C.9.1.2.1 **Supervision and Control:** provide activities designed to provide external constraints for the youth's behavior, monitor the behavior, and strengthen the adherence and acceptance of rules.

C.9.1.2.2 **Job Training and Employment:** provide assistance to assist youths in obtaining and maintaining employment, including job searches, interviews and communication skills.

C.9.1.2.3 **Special Education Support Services:** utilize comprehensive educational testing as identified in the ISP.

C.9.1.2.4 **Recreation/Leisure/Cultural Activities:** design to engage, stimulate and expose youths to vocational, artistic and consciousness raising pursuits.

C.9.2 Coordinate with the DYRS case manager for clinical services necessary to meet and support the treatment objectives and strategies described in the ISP, including, but not limited to:

C.9.2.1 Individual and group counseling that focuses on day-to-day adjustment issues. This may also include formal psychotherapeutic or behavior modification techniques.

C.9.2.2 Family interventions by utilizing trained family advocates to work with youth and their families. This may include formal and informal techniques that focus on the family, both natural and extended family and will include family therapy, and parent training or support groups.

- C.9.2.3** Enhance educational skills for youths consisting of individualized approaches and the use of non-traditional materials and methods, including computer technology, mentoring, and tutoring.
- C.9.2.4** Clinical services outlined in the ISP shall be provided either internally or through appropriate referrals to local providers as coordinated with the DYRS case managers.
- C.9.2.5** Peer Group Interactions utilizing programmatic strategies that include but not limited to counseling that focuses on peer pressure, values clarification and goal identification.
- C.10** **Provider Staff Requirement**
- C.10.1** The Provider shall provide sufficient qualified staff to support the treatment and habilitative needs of each youth referred by DYRS. Shall provide staff trained to incorporate the youth's natural and extended family members in the delivery of services. Staff shall have the requisite qualifications to provide services to the population(s) designated by the Provider in the Human Care Agreement Contractor Qualification Record (CQR), which is incorporated into the Agreement as Attachment 1.
- C.10.2** The Provider shall ensure that its staff include, but not be limited, a master's level coordinator/manager; a family preservation specialist with a bachelor's degree and five years of relevant work experience; case managers that have a bachelor's degree and five years of relevant work experience; and administrative staff.
- C.10.3** The Provider's staffing pattern for therapeutic family homes shall provide for 24-hours per day coverage to provide on-site supervision and life skills training. Staff composition should represent family-like models.
- C.10.4** The Provider's staffing pattern shall provide sufficient respite care staff to provide all staff a three day break from the therapeutic family homes every other weekend.
- C.10.5** The Provider shall ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.
- C.10.6** The Provider shall ensure that staff are properly licensed and or certified subject to licensure and/or certification pursuant to District of Columbia laws and regulations.
- C.10.7** The Provider shall provide documentation that all staff persons possess adequate training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing.
- C.10.8** The Provider shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all

training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment, which shall be accessible to the COTR upon request.

- C.10.9** The Provider shall ensure through documentation that all prospective employees undergo a pre-employment examination and follow-up examinations every twenty-four months.
- C.10.10** The Provider shall provide orientation and training for all staff members with respect to administrative procedures, patient rights, confidentiality of treatment records and other relevant policies, procedures and protocols of the DYRS.
- C.10.11** The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and supervision.
- C.10.12** All personnel materials, including the individual personnel file, for each employee providing services under this Human Care Agreement shall be made available to the Contracting Officer's Technical Representative (COTR) for review upon request.
- C.10.13** The Provider(s) shall ensure that direct services staff persons maintain certifications in Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- C.10.14** The provider shall ensure that staff attends monthly meetings and trainings requested by the DYRS.

C.11 Staff Development and Training

- C.11.1** The Provider shall develop and provide staff development, and training to the Provider's staff with the ability and opportunities to demonstrate an on-going commitment to refining skills through instructional and educational training as well as training resulting from clinical supervision.
- C.11.2** Providers are required to have written policy/procedure that establishes the training and staff development programs, including training requirements for all categories of personnel.
- C.11.3** The Provider(s) shall ensure that each staff member that provides services under this human care agreement participate in the DYRS sponsored training courses "*Handle with Care*" and "*Suicide Prevention*" within the first 30 days of employment for new hires and within the first 30 days of the award of the contract for currently employed direct care staff.
- C.11.4** At a minimum, the Provider shall provide 20 hours of pre-service training for new staff and volunteers during their first year and 40 hours of annual training for staff each subsequent year. The training should cover the following subjects, although not all-inclusive:
 - C.11.4.1** Signs of child abuse
 - C.11.4.2** Security procedures
 - C.11.4.3** Supervision of youth

- C.11.4.4 Positive youth development
- C.11.4.5 Adolescent behavior and development
- C.11.4.6 Working with youth with mental health disorders and developmental disabilities
- C.11.4.7 Cultural competence
- C.11.4.8 Signs of suicide risks/suicide precautions
- C.11.4.9 Procedures for referring youth for needed services
- C.11.4.10 Restraint techniques, if applicable
- C.11.4.11 Documentation/report writing
- C.11.4.12 Rights and responsibilities of youth
- C.11.4.13 Fire, emergency and safety procedures
- C.11.4.14 Interpersonal relations
- C.11.4.15 Social/cultural lifestyles of the youth population
- C.11.4.16 Communication skills/counseling techniques
- C.11.4.17 First aid/cardiopulmonary resuscitation (CPR)
- C.11.4.18 Crisis intervention
- C.11.4.19 Sexual harassment and prohibition of sexual misconduct
- C.11.4.20 How to report staff misconduct and the requirement that staff report such conduct
- C.11.4.21 Provider agency code of conduct
- C.11.4.22 Safe Serve Food Handling
- C.11.4.23 Reporting Unusual Incidents & Abscondences

C.12 Staff Security Requirements

The Provider shall adhere to the following staff security requirements:

- C.12.1 The Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check. Staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.
- C.12.2 The Provider shall document that all direct and indirect staff, including consultants, have no prior criminal record of conviction for child abuse or molestation sexual abuse, or rape.
- C.12.3 The Provider shall ensure that all employees undergo a pre-employment test for drugs and alcohol prior to hiring. The Provider shall ensure that test results are maintained in each contract employee's personnel records.
- C.12.4 After award of a Human Care Agreement, the Provider shall furnish copies of the certified criminal history records of applicable Provider staff that perform services under this Human Care Agreement to the COTR upon request. Any conviction or arrest of the Provider's employees will be reported to the DYRS staff attorney, which will determine the employee's suitability for performance under this Human Care Agreement.
- C.12.5 The Provider shall conduct the criminal record background checks on an annual basis and for all newly acquired employees. The Provider shall disclose to DYRS,

through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of the Provider's employees to the DYRS staff attorney, which will determine the employee's suitability for continued performance under this Human Care Agreement.

C.13 **Reports**

C.13.1 The Provider shall provide the COTR with quarterly report data that supports DYRS' quality assurance plan used to assess the effectiveness of the Provider's services. The Quarterly report shall, at a minimum, include the following information:

C.13.1.1 Dates vendor's staff participated in Family Team Meetings to revise ISP.

C.13.1.2 Number of youth admitted to the program.

C.13.1.3 Number of youth receiving services.

C.13.1.4 Number of youth who completed programs.

C.13.1.5 Number of youth who failed to appear in court.

C.13.1.6 Number of youth who were re-arrested.

C.13.1.7 Number of youth who were revoked.

C.13.1.8 Number and content of training for direct care staff (includes list of participants and participant evaluations).

C.13.2 The Provider shall conduct monthly client surveys on the effectiveness of the program (client includes youth, and if applicable, natural family members, and extended family members). The surveys are to be forwarded to the DYRS Youth Family Team Meeting Coordinator.

C.13.3 The Provider shall prepare and submit individual monthly progress reports in accordance with C.14 Deliverables, Item 3. The monthly progress reports shall contain, at a minimum, the following data:

C.13.3.1 Number and types and frequency of services identified in plan.

C.13.3.2 Number of days from receipt of ISP to receipt of first service. (This item shall be updated each month as until the youth begins receiving each service identified in the ISP).

C.13.3.3 Number of contacts with natural and extended family members, list of participants, and participant evaluations (dependent on ISP).

C.13.4 Documentation of the youth's progress in each identified area of service as follows:

- C.13.4.1 Life skills;
- C.13.4.2 Recreation and leisure activities;
- C.13.4.3 Academic performance;
- C.13.4.4 Individual therapy;
- C.13.4.5 Group therapy;
- C.13.4.6 Addiction support;
- C.13.4.7 Vocational support;
- C.13.4.8 Family therapy;
- C.13.4.9 Health/medical updates;
- C.13.4.10 Unusual incidents;
- C.13.4.11 Abscondence reports; and
- C.13.4.12 Updated service strategies.

C.13.5 The Provider shall report all unusual or critical incidents, including abscondence, involving youth referred by the District, in accordance with C.14 Deliverables, Items 4 and 5, with the Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the LaShawn General Receivership on Behalf of the Child and Family Services Agency of the Department of Human Services and The Department of Human Services (Absconder Report procedures and guidelines) and DYRS’ Procedures for Reporting Unusual Incidents which are incorporated into the Human Care Agreement as Attachment 2 (Absconder Report) and Attachment 3 (Unusual Incident Report).

C.14 Deliverables

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow. All soft copy deliverables shall be provided on 3 1/2 inch diskette formatted in Microsoft Word.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	Work Plan as described in C.9.1.2	1 hard copy and 1 soft copy clearly labeled with the following: - Deliverable Name (Placement) - Youth’s Name - Provider’s Name - Date Completed - Date submitted	The work plan shall be completed and submitted within 15 days of receiving a youth’s ISP
2	Quarterly Evaluation Data Report as described in C.13.1	1 hard copy clearly labeled with the following: - Deliverable Name - Facility Name - Date Completed - Date Submitted	Quarterly Evaluation Data Reports are due the 10 th day of each of the month following the end of each quarter.

3	Monthly Progress Report as described in C.13.3	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Projected Release Date	Monthly Progress Reports are due the 10 th day of each month.
4	DYRS Absconder Report as described in C.13.5 and Attachment 2	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted	All Absconder Reports shall be submitted to the COTR via fax/telephone by the end of the shift in which the incident occurred with a copy forwarded to the D.C. Superior Court.
5	DYRS Unusual Incident Report as described in C.13.5 and Attachment 3	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted	All Unusual Incident Reports shall be submitted via fax or telephone by the end of the shift in which the incident occurred and followed up with a written report to the COTR within 24 hours.

C.15 District Responsibilities

C.15.1 The Department of Youth Rehabilitation Services will provide the following under this Human Care Agreement:

C.15.1.2 Refer youths to the appropriate Provider for placement in a therapeutic family home.

C.15.1.3 Complete and submit required documents for residential placement and coordinate placement of youth with designated Provider while ensuring basic needs of the youth are met during the intake process.

C.15.1.4 Provide to the Provider available social and court history information, available reports on psychological evaluations, available medical history, Medicaid certification or insurance information, available family and school information, ISP and other pertinent data for each youth referred to the Provider.

- C.15.1.5** Conduct periodic scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing performance relative to the terms and conditions of a task order.
- C.15.1.6** Serve as the licensing authority to provide provisional and permanent licensing to therapeutic family home providers.
- C.15.1.7** Coordinate with Provider to access additional service requirements in accordance with C.9.2.4.
- C.15.1.8** Conduct training courses in “*Handle with Care*” and “*Suicide Prevention*” for all Provider direct care staff.
- C.15.1.9** Develop and implement quality assurance tools to evaluate the provider’s program effectiveness based on information submitted by the Provider in accordance with C.13.1.

C.16 **Compliance With Service Rates**

- C.16.1** The District will only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates for services provided under this Human Care Agreement. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.16.2** If the Provider’s in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of the in-State rates to the Contracting Officer.
- C.16.3** If the Provider’s in-State rate is not regulated by its State jurisdiction, the Provider shall submit to the Contracting Officer a detailed budget with documentation to justify its rates. The Provider’s unregulated costs may be subject to negotiation.

C.17 **Method of Delivery of Services**

- C.17.1** No human care service shall be provided by the Providers unless and until a task order is issued to the Provider by the District.

C.18 **Service Plan**

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

C.19 **Eligibility**

Eligibility for services under this Human Care Agreement shall be determined and re-examined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the

District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 5.

C.20 Compliance With Laws

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

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

D.1.2 If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March, 2007, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement as Incorporated Attachment 1.

D.1.3 The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

D.2 Agreement Not A Commitment of Funds or Commitment To Purchase

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care Agreement.

D.3 Option to Extend Term of the Agreement

D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before

the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

- D.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- D.3.5** Should the District exercise the Human Care Agreement option for option year number 3, the Provider shall be required to complete a new CQR.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer/Human Care Agreement Administration

- E.1.1** The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a human care agreement or contract, and all documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Jean Wright
Contracting Officer
Office of Contracting and Procurement
64 New York Avenue, NE 6th Fl.
Washington, D.C. 20002
Telephone Number: (202) 671-4463
Facsimile Number: (202) 671-4469
E-Mail: Jean.Wright@dc.gov

E.2 Contracting Officer’s Technical Representative

- E.2.1** The Contracting Officer’s Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer’s Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer’s Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer’s Representative shall be:

To Be Determined Before Award of Human Care Agreement
Department of Youth and Rehabilitation Services, DYRS

E.2.2 Contact Person

For information concerning this Human Care Agreement, contact:

LaVerne L. Foster
Contract Specialist
Office of Contracting and Procurement
64 New York Avenue, NE 6th Fl.
Washington, D.C. 20002
Telephone Number: (202) 671-4465
Facsimile Number: (202) 671-4469
E-Mail: LaVerne.Foster@dc.gov

E.3 Ordering and Payment

- E.3.1** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- E.3.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4** The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified on page one (1) of the purchase order/task order, ***“Provider Shall Submit All Invoices To.”***

Department of Youth and Rehabilitation Services
Office of the Chief Financial Officer
8300 Riverton Court
Laurel, Maryland 20724

- E.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address;
- (2) Invoice date, number and the total amount due;
- (3) Period or date of service;
- (4) Description of service;
- (5) Quantity of services provided or performed
- (6) Contract line item number (CLIN) , as applicable to each purchase order or task order;
- (7) Purchase order or task order number;
- (8) Agreement number;
- (9) Federal tax identification number (TIN);

- (10) Any other supporting documentation or information, as required; and
- (11) Name, title and telephone signature of the preparer.

E.3.6 Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

PART II

SECTION F – AGREEMENT CLAUSES

F.1 Standard Contract Provisions Incorporated By Reference

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March, 2007 hereafter referred to as the “Standard Contract Provisions” are incorporated into this Human Care Agreement as Incorporated Attachment 1, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 District Of Columbia Interstate Compact

Youth accepted for placement in facilities outside of the District, who are under the age of 18, will be referred and approved for placement by District of Columbia Interstate Compact for Placement of Children.

F.3 Confidentiality

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

F.4 Amendments

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, amend or change the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District

regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

F.5 Tax Compliance Certification

In signing and submitting this Human Care Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

F.6 Subcontracts

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Human Care Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

F.7 Provider Responsibility

F.7.1 The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

F.7.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 INSURANCE

F.8.1 General Requirements

Provider shall procure and maintain, during the entire period of performance under this agreement, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed and authorized to do business in the District of Columbia or in the jurisdiction where is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or A Moody's rating of Aa2 or higher. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Worker's Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the agreement. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the

District of Columbia. In no event shall work be performed until the required Certificate of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

- F.8.1.1 Certificate of Insurance Requirement** The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.
- F.8.1.2 Commercial General Liability Insurance** The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- F.8.1.2.1 Commercial General Liability Insurance** If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- F.8.1.3 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 the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- F.8.1.4 Workers' Compensation Insurance**
- F.8.1.4.1 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.
- F.8.1.4.2 Employer's Liability Insurance** The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.
- F.8.1.5 Umbrella or Excess Liability Insurance** The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as an additional insured.
- F.8.1.6 Professional Liability Insurance (Errors & Omissions)** The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and

healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

- F.8.1.6.1** The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.
- F.8.1.6.2** The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- F.8.1.7** **Duration** Except as proved in F.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- F.8.1.8** **Contractor's Property** Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.
- F.8.1.9** **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.

F9 Department Of Labor Wage Determinations

The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2104, Revision No. 8, dated May 29, 2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the contract services are provided shall bind contractors located in regions not bound by the above stated Wage Determination.

F.10 LIVING WAGE ACT OF 2006

- F.10.1** Except as described in F.10.8 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.
- F.10.2** 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.
- F.10.3** 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.
- F.10.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- F.10.5** The Contractor shall provide a copy of the Fact Sheet attached as F.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as F.7 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.
- F.10.6** 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.
- F.10.7** 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.*
- F.10.8** 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 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.

F.10.9 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.

F.11 Special Indemnity

The following provision supplements Section 10 of the Standard Contract Provisions: The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

F.12 HIPAA PRIVACY COMPLIANCE

F.12.1 Definitions

(a) *Business Associate*. "Business Associate" shall mean [*Insert Contractor's Name*]

(b) *Covered Entity*. "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

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

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business

Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity

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

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

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

(5) Permissible Requests by Covered Entity

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

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

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

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

F.13 Access to Records

F.13.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

F.13.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

F.13.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as

records are retained.

F.14 Criminal Background and Traffic Records Checks for Providers that Provide Direct Services to Children or Youth

F.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 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 but not limited to:

- (A) Program Director - (Coordinator, Program Manager, House Manager, Manager)
- (B) Residential Counselor - (Counselor, Lead Counselor, Direct Care Counselor, Facility Staff, Residential Aides, Youth Counselor, House Monitors)
- (C) Social Worker (Clinical Social Worker)
- (D) Clinical Therapist
- (E) Case Manager
- (F) Educational Specialist (Educational Advocate, Educational Director)
- (G) Consultant
- (H) Nutritionist
- (I) Life Skills Coordinator
- (J) Nurse
- (K) Psychologist/Psychiatrist
- (L) Quality Assurance Coordinator (Compliance Officer)
- (M) Food Handler (Cook)

F.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 Provider shall request traffic records for the following positions but not limited to:

- (A) Program Director - (Coordinator, Program Manager, House Manager, Manager)
- (B) Residential Counselor - (Counselor, Lead Counselor, Direct Care Counselor, Facility Staff, Residential Aides, Youth Counselor, House Monitors)
- (C) Social Worker (Clinical Social Worker)
- (D) Case Manager
- (E) Life Skills Coordinator

F.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.

F.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.

F.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
- (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.

F.14.6 The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

F.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 probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph F.14.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

- F.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.
- F.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.
- F.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.
- F.14.11** The Provider shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- F.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.
- F.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 COTR's decision after his or her assessment of the criminal background or traffic record check.
- F.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 COTR's decision after his or her assessment of the criminal background or traffic record check.
- F.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.
- F.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 F.14.1 and F.14.2.
- F.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 COTR after his or her assessment of a criminal background or traffic record check.
- F.14.18** The COTR 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 COTR shall inform the Contracting Officer of its decision, and the contracting officer shall inform the Provider whether an offer may be made to each applicant.

F.14.19 If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

F.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 Contractor shall not release or otherwise disclose the reports to any person, except as directed by the Contracting Officer.

F.15 **Order of Precedence Clause**

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

F.15.1 The Human Care Agreement including, the Contractor Qualifications Record completed by the Provider, service rates and applicable documents incorporated by reference in C.5.

F.15.2 Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, located at www.ocp.dc.gov.

F.15.3 The Provider's Service Plan.

F.15.4 The Attachments as specified and listed in Sections F.16 and F.17

F.15.5 Task Order or Purchase Order

F.16 **Attachments**

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

F.16.1 Human Care Agreement Qualification Record which is incorporated into this Human Care Agreement as Attachment 1.

F.16.2 Department of Youth Rehabilitation Services Absconder Report Form which is incorporated into this Human Care Agreement as Attachment 2.

F.16.3 DYRS Policy and Procedure, Procedures for Reporting Unusual Incidents, which is incorporated into this Human Care Agreement as Attachment 3.

F.16.4 U.S. Department of Labor Wage Determination No.2005-2104, Revision No. 8, dated May 29, 2008 Record which is incorporated into this Human Care Agreement as

Attachment 4.

F.16.5 27 DCMR § 1905.6, providing the criteria for a determination of responsibility of potential providers which is incorporated into this Human Care Agreement as Attachment 5.

F.16.6 Living Wage Fact Sheet, Attachment 6

F.16.7 Living Wage Act of 2006 (Notice), Attachment 7

F.17 **Incorporated Attachments** (The following first four (4) forms are located at www.ocp.dc.gov under “Solicitation Attachments” and the Tax Registration Application is located at, www.taxpayerservicecenter.com/fr500/)

F.17.1 Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, which is incorporated into this Human Care Agreement.

F.17.2 Tax Certification Affidavit

F.17.3 Equal Employment Opportunity Compliance documents, including Mayor’s Order 85-85, dated June 10, 1985

F.17.4 First Source Employment Agreement

F.17.5 FR500 Combined Business Tax Registration Application, (to be completed by Providers who do not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an unemployment account number issued by the Department of Employment Services).

Dear Prospective Contractor:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing Therapeutic Family Home services for male and female youth who are pre-adjudicated or adjudicated in the District of Columbia's juvenile justice system. These services are being solicited through the District of Columbia Government, Department of Youth Rehabilitation Services (DYRS). For your convenience, we will use the Human Care Agreement process to implement Human Care Agreements. It is much easier than our competitive sealed proposals process that you may have responded to in the past.

The Human Care Agreement (HCA) process requires you to complete the attached forms and submit the documents listed below by the stated date and time. This information will facilitate a determination by the Contracting Officer of your qualifications to provide the needed services. Upon a determination by the Contracting Officer that you are qualified you will become a part of a pool of sources that the District can draw from to provide the services stated above. Your proposed rates, if not established by state law or regulation, will be negotiated.

Three (3) copies of the following documents must be returned no later than 2:00 p.m. local time on Tuesday, March 31, 2009 to:

The Office of Contracting and Procurement
441 4th St., NW Suite 703 South, Bid Counter,
Washington, DC 20001

- Human Care Agreement Contractor Qualifications Record **completed in its entirety, using N/A in areas that do not apply**, along with all applicable licenses and certifications. (Attachment 1)
- Signed Human Care Agreement
- Equal Employment Opportunity Compliance Documents
- First Source Employment Agreement
- Tax Certification Affidavit
- Under Section C.2 – Scope of Human Care Services, the Provider shall provide written justification to substantiate the requirements of Sections C.2.2 through C.20. See Section C.18 - Service Plan.
- A detailed budget with documentation to justify its proposed rates (the Provider's proposed rates may be subject to negotiation)

Therapeutic Family Homes
Human Care Agreement
DCJZ-2009-H-0006

- A current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member

If you have any questions regarding this Human Care Agreement solicitation you must submit them in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than ten (10) calendar days prior to Friday, March 20, 2009. Any substantive information given to a prospective provider will be furnished promptly to all other prospective providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding.

Thank you for your interest in this procurement.

Jean Wright

Contracting Officer

Attachments