

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

- B.1** The District of Columbia Child and Family Services Agency (the “District”) is seeking a contractor to provide **Foster/Adoptive/Kinship Licensing and Casework Services**, that assist in leading to permanency for District of Columbia (DC) wards placed in Virginia. The work shall include Foster/Adoptive home studies, licensing of homes, casework services to the foster/adoptive parent and child (DC ward) and regulatory reviews for foster/adoptive and kinship families in the Commonwealth of Virginia as referred by the DC Child and Family Services Agency (CFSA). The Contractor for delivery of these services shall complete all activities in this statement of work; and meet the applicable regulatory requirements set forth by Virginia’s “Minimum Standards for Licensed Private Child-Placing Agencies”, 22 VAC 40-130-10 et seq; applicable requirement(s) of Title 29 District of Columbia Municipal Regulations (DCMR) Chapter 60; and any of the regulatory changes that may occur during the course of the contract year. The Contractor must include in its work all official documents and reports for services delivered in accordance with regulatory and contractual requirements.
- B.2** The District contemplates award of one or more Indefinite Delivery Indefinite Quantity (IDIQ) contracts with payments based on fixed unit rates and effective for the period stated.
- B.2.1** Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule. The District shall order at least the minimum quantity of one (1) unit.
- B.2.2** Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period.

**B.3 PRICE SCHEDULE****B.3.1 BASE YEAR**

CLIN	Description	Minimum Quantity	Price	Maximum Quantity	Contract Minimum	Contract Maximum
0001	Initial Foster/Adoptive Kinship Services	1	\$_____	15		
0002	Full Home Study and Licensing Services	1	\$_____	15		
0003	Placement/Casework and Supportive Services	1	\$_____	360		
				TOTAL PRICE		

**B.3.2 OPTION YEAR ONE (1)**

CLIN	Description	Minimum Quantity	Price	Maximum Quantity	Contract Minimum	Contract Maximum
1001	Initial Foster/Adoptive Kinship Services	1	\$_____	15		
1002	Full Home Study and Licensing Services	1	\$_____	15		
1003	Placement/Casework and Supportive Services	1	\$_____	360		
				TOTAL PRICE		

**B.3.3 OPTION YEAR TWO (2)**

CLIN	Description	Minimum Quantity	Price	Maximum Quantity	Contract Minimum	Contract Maximum
2001	Initial Foster/Adoptive Kinship Services	1	\$_____	15		
2002	Full Home Study and Licensing Services	1	\$_____	15		
2003	Placement/Casework and Supportive Services	1	\$_____	360		
				TOTAL PRICE		

**B.3.4 OPTION YEAR THREE (3)**

CLIN	Description	Minimum Quantity	Price	Maximum Quantity	Contract Minimum	Contract Maximum
3001	Initial Foster/Adoptive Kinship Services	1	\$_____	15		
3002	Full Home Study and Licensing Services	1	\$_____	15		
3003	Placement/Casework and Supportive Services	1	\$_____	360		
				TOTAL PRICE		

**B.3.5 OPTION YEAR FOUR (4)**

CLIN	Description	Minimum Quantity	Price	Maximum Quantity	Contract Minimum	Contract Maximum
4001	Initial Foster/Adoptive Kinship Services	1	\$_____	15		
4002	Full Home Study and Licensing Services	1	\$_____	15		
4003	Placement/Casework and Supportive Services	1	\$_____	360		
				TOTAL PRICE		

**\*\*\*END OF SECTION B\*\*\***

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C. SCOPE OF WORK:

#### C.1 REFERRAL/ASSIGNMENT PACKET (RAP)

- A. The DC Child and Family Services Agency serves as the referral source (under this contract) to the child-placing agency licensed in Virginia for potential foster/kinship/adoptive families and homes that have presented as placement resources to District of Columbia wards. The Contractor reviews these applicants to determine appropriateness for home study and prospective licensing.
- B. The contractor shall not accept a RAP from any other source but the CFSA Family Licensing Division (FLD) unless the Principal Deputy Director grants written authorization to receive a RAP from another source.
- C. The Contractor shall establish a system to receive, track, initiate services and report progress on each foster/adoptive/kinship referral and number of completed licenses as assigned under this Contract. A Referral Assignment Packet (RAP) will at minimum contain a designated provider number, a pre-service training certificate, a completed resource family application and a signed discipline agreement.

#### C.2 INITIAL FOSTER/ADOPTIVE/KINSHIP SERVICES

- A. The Contractor shall initiate and complete a foster/kinship/adoptive home study for each RAP that it processed successfully and shall proceed in accordance with the standards and procedures as regulated by the Commonwealth of Virginia (22 VAC 40-130-270 and 22 VAC 40-130-400), 29 DCMR Chapter 60, and the contractual requirements specified henceforth.
- B. The Contractor shall assign a (MSW) Social Worker to schedule and conduct an initial home visit and interview with the foster/kinship/adoptive applicant within ten (10) business days of the Contractor's RAP acceptance.
- C. For each referral, during the initial visit the assigned Social Worker shall secure a signature of each foster/adoptive applicant to indicate his/her plan to comply with the regulatory requirements. Additionally, the Social Worker shall obtain signature authorizations and complete finger prints, identification, etc. to conduct the Child Protective Services Registry check, FBI fingerprint, and local police background clearances on each applicant and household member eighteen (18) years of age and older. The supporting documents as required for this section of the contract shall include, but not be limited to:
  - 1. A listing of each household member with his/her date of birth,
  - 2. A listing of each initial and subsequent face to face applicant contact,

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3. A copy of the applicants signed agreement to comply with the regulatory requirements,
  4. A copy of the secured signatures to conduct background clearances for each household member eighteen (18) years of age and older, and
  5. The name and contact information for the assigned social worker, a copy of his/her license, applicants assigned, and the date of assignment.
  6. A copy of a signed checklist by applicant and assigned licensing social worker of required documents for licensure with target dates of submission to Contractor.
- D. The Contractor shall in consultation with the applicant establish a routine meeting schedule to maximize applicant availability to complete the home study approval/denial assessment process.
- F. The Contractor shall ensure that background clearances are current and not more than ninety (90) days old by the time of issuance of license.
- G. The Contractor shall submit an initial written progress report and supporting receiving documentation to the assigned FLD Specialist, no later than twenty (20) business days of accepting a RAP, to indicate the current status of completing the required home study activities to provide a status on the probability that the homes shall be licensed.
- H. The Contractor shall only submit an invoice to claim payments for initial foster/adoptive services after the Contractor completes section C.2 of this contract and provides supportive documentation to the Resource Development Specialist and Monitor.

**C.3 FULL HOME STUDY AND LICENSING SERVICES**

- A. The Contractor shall commence immediately upon receipt of a RAP all activities required for Full Foster/Adoptive Services as outlined under section C.3.
- B. The Contractor shall conduct a minimum of four face-to-face visits with the applicant at their home over the course of the home study and licensing process.
- C. The Contractor shall arrange for the local fire department to conduct a fire inspection of the applicant's home, provided that the local fire department conducts such inspections. The Contractor shall have, from the local fire department, a written approval documenting the home fire inspection. If the local fire department does not conduct such fire inspections, the Contractor shall conduct a fire safety inspection of the home and make a written report of its finding. In such cases, the Contractor shall maintain in its files a written statement from the local fire department, that local policy does not allow fire inspections.
- D. The Contractor shall arrange to have a lead inspection conducted by a certified lead inspector in accordance with the State of Virginia's requirements.
- E. The Contractor shall maintain a cooperative and supportive relationship with a foster/adoptive/kinship applicant that increases the favorable submission of all required documents necessary for initial approval.

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- F. The Contractor shall perform all necessary duties and supportive activities to ensure completion and receipt of all required documents from the applicant in order to achieve the outcome of full foster/adoptive/kinship licensure within one hundred twenty (120) calendar days.
- G. The Contractor shall complete and submit to CFSA a complete full home study for initial licenses for CFSA approval with all the elements noted in SAFE, approval/denial recommendation and supporting documentation packet as required under this contract to FLD Specialist within one hundred ten (110) calendar days of obtaining acceptance signatures outlined in this section. The supporting documents for an approval recommendation shall include, but not be limited to, the assessment results of the following, and shall be maintained in the case record for review by CFSA and/or the Commonwealth of Virginia:
1. Fire inspection conducted by the authorized fire official of the local jurisdiction and proof of smoke detector,
  2. Local, FBI and Child Protective Registry Clearances for all household members eighteen (18) years old and older consistent with an applicant's local jurisdiction regulatory requirements,
  3. Medicals for every household member consistent with an applicant's local jurisdiction regulatory requirements,
  4. Certificate of completion for thirty (30) pre-service hours PS-MAPP training or national recognized and evidence based training modality.
  5. CPR and First Aid Certification for each applicant,
  6. For homes built prior to 1978 a lead paint inspection for households with or authorized to receive a child under the age of six (6) years,
  7. Pet vaccination certification for households with pets,
  8. A valid picture identification of each applicant as issued by a government entity,
  9. Health and Sanitation Inspection,
  10. Posted Evacuation Plan,
  11. Personal References [minimum of three (3)],
  12. School references of bio-children of prospective foster/adoptive/kinship parent,
  13. Description of general patterns of family life that support a recommendation of licensure, including but not limited to parenting skills, family history, discipline techniques.
- H. CFSA shall review the proposed recommendation and respond to the Contractor within five (5) business days. If CFSA does not accept the Contractor's decision to approve the home study, CFSA shall provide the Contractor with a list of any issues or documents that are missing from the home study report and the Contractor shall provide the additional information to CFSA within one business day. If the Contractor recommends denying the home study and CFSA disagrees with the Contractor's recommendation, CFSA and the Contractor shall work together to seek resolution of any deficiencies that are preventing approval of the home study.
- If there are credible reports from the children's social worker or other parties to the case that conflict with information in the home study approval of the home study may be delayed. If issues are not resolved prior to the 110<sup>th</sup> day, the home study will be considered late.

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- I. Within two (2) business days of receiving CFSA's agreement with the Contractor's recommendation to approve or deny the home study, the Contractor shall issue written approval/denial/closure notices to the foster/adoptive applicants that includes rights of appeal information. The Contractor shall issue the foster/kinship/adoptive applicants original approval/licensure certificates and provide the Resource Development Specialist and monitor with copies.
- J. The Contractor shall secure and maintain in the case record the foster home agreement between the Contractor's agency and the foster family.
- K. The Contractor shall ensure foster/kinship/adoptive families are provided with 24/7 emergency contact information for the Contractor's agency.
- L. The Contractor shall ensure training modalities for pre- and in-service trainings that meet CFSA training requirements for each foster/kinship/adoptive applicant consistent with the Commonwealth of Virginia and District of Columbia regulatory requirements.
- M. The Contractor shall ensure a Social Worker or Social Worker Supervisor is available to attend a case conference that CFSA schedules to address approval barriers or recommended denial/closure actions.
- N. The Contractor shall submit to the assigned FLD Resource Development Specialist a monthly status report not later than the seventh (7<sup>th</sup>) business day of each month subsequent to initiating full foster/adoptive/kinship services. The report must include information about key progress, barriers, efforts to address the barriers, applicant's interest/disinterest and reason for interest/disinterest including changing family dynamics, financial status or capacity to address the needs of the children in their care, names of current cases, current # of Social Worker and Supervisors, barrier reduction efforts and the total number of completed home study approval/denial/closure recommendation packets submitted to CFSA during the preceding month. The report shall also document any other action taken on a RAP (e.g., transfers, etc.).
- O. The Contractor shall submit the monthly status report outlined in Section T of this contract unless CFSA grants a written waiver of this requirement.
- P. For full payment of CLIN B, contractor must submit complete and accurate SAFE or CFSA approved home study format within 110 days. If there are any corrections needed they must be completed on or before the 110<sup>th</sup> day, or the home study shall be considered late.
- Q. The Contractor shall only submit an invoice to claim payments for initial foster/kinship/adoptive services after the Contractor completes section C.4 of this contract and provides supportive documentation to the Resource Development Specialist and Monitor.

**C.4 RENEWAL FOSTER /ADOPTIVE SERVICES**

- A. The Contractor shall initiate reevaluation/renewal activities not less than one hundred twenty (120) calendar days before the expiration of a current license/approval date.

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- B. The Contractor shall complete the Renewal Foster/Adoptive/Kinship Services approval recommendation fifteen (15) business days prior to the license expiration and thirty (30) days for proposed denials and closures prior to license expiration and submit it with supportive documentation to CFSA.
- C. The Contractor shall perform all necessary duties and supportive activities to ensure completion and receipt of all required documents from the applicant in order to achieve the outcome of foster/adoptive/kinship relicensure within one hundred twenty (120) calendar days.
- D. The Contractor shall ensure reevaluation of the foster family is conducted every year as part of the renewal process. The reevaluation shall include, but not be limited to, the stability of the home and any significant changes; the parents' ability to help the child reach his/her goals; the parents' skills in working with particular problems; and the parents' ability to work with the agency in meeting the needs of a child.
- E. The Renewal Foster/Adoptive/Kinship Service support documentation shall include, but not be limited to the assessment results in the following areas:
1. Completion of an updated home study addressing each change within a foster/adoptive household initial condition and environment,
  2. Verification that a foster care applicant has completed the required in-service training, as approved by CFSA. A minimum of nine (9) hours must be face to face and six (6) hours of training may be completed on-line.
  3. Local, FBI, and Child Protection Clearance for household members eighteen (18) years of age and older to according to Virginia's 22 VAC 40-130-10 et seq. and applicable Title 29 DCMR, Chapter 60,
  4. Current CPR and First Aid Certifications (face-to-face, standard practice application only – including mouth-to-mouth resuscitation, choking training, etc.),
  5. Updated medicals,
  6. Updated pet vaccinations if required by local jurisdiction,
  7. A completed fire safety survey, and
  8. For a home where the Contractor could not conduct the renewal services, a detailed status report outlining each re-licensure barrier and specific activities with dates of all efforts performed to eliminate each barrier as identified.
  9. All background clearances (FBI, State and Child Protection clearances must be renewed and results received prior to expiration date of each document.
- F. The Contractor shall send to CFSA a recommendation to approve, deny, or close the updated home study and include a draft of the home study report. CFSA shall review the proposed recommendation and respond to the Contractor within five (5) business days. If CFSA does not accept the Contractor's decision to approve the updated home study, CFSA shall provide the Contractor with a list of any issues or documents that are missing from the draft home study relicensing report and the Contractor shall provide the additional information to CFSA. If the Contractor recommends denying the updated home study and CFSA disagrees with the Contractor's recommendation, CFSA and the Contractor shall work together to seek resolution of any deficiencies that are preventing

approval of the home study. If the deficiencies cannot be eliminated within 10 business days, the Contractor shall have the right to deny the home without further approval of CFSA. If CFSA grants permission for the denial or closure of the home; the home shall be monitored until the children are removed. If the applicants decide to appeal the decision to deny or close the home; the homes shall be monitored until a formal decision is rendered; if children are present.

- G. Within two (2) business days of receiving CFSA's agreement with the Contractor's recommendation to approve or deny the initial home study, the Contractor shall issue written approval/denial/closure notices to the foster/kinship/adoptive applicants that includes rights of appeal information. The Contractor shall issue the foster/adoptive applicants original approval/relicensure certificates with copies to CFSA.
- H. The Contractor's home study shall include information on the general patterns of family life and documentation that three (3) references have been obtained. The case record shall also include documentation of a foster home agreement between the Contractor's agency and the foster family.
- I. The Contractor shall provide resources and staff to support, educate, train, monitor, supervise and counsel foster/kinship/adoptive families that CFSA refers and approves under this contract.
- J. The Contractor shall provide resources and staff to support, educate, train, monitor, supervise and counsel foster/kinship/adoptive parents to understand current trends in behavior management, manage stress, build and deal with self-esteem issues for children, community resource information, and other topics relevant to providing care for foster/adoptive children consistent with the home study approval.
- K. The Contractor shall provide the foster family with written procedures for handling emergencies that include 24/7 contact information outside the agency's regular office hours and include said documentation in the record.

## **C.5 PERFORMANCE OUTCOMES AND INDICATORS**

- C.5.1 Foster/adoptive/kinship homes shall be licensed and relicensed within guidelines.(95%)
- C.5.2 Performance Indicator: Of all homes licensed, the percentage licensed within 120 days.
- C.5.3. Performance Indicator: Of all homes relicensed, the percentage relicensed prior to expiration.
- C.5.4 RAPS accepted by the Contractor shall result in full foster/adoptive/kinship licensure (95%)
- C.5.5. Performance Indicator: Of all RAPS accepted the percentage that resulted in home licensure.

**C.6 INTAKE AND PLACEMENT OF CHILDREN**

- A. CFSA shall forward to the Contractor the following referral information in a packet for each DC ward to be considered for placement in a Virginia home under this contract to include:
1. Recommendation for specific home to be considered for child's placement
  2. Copy of Interstate Compact for the Placement of Children (ICPC) packet ;
  3. Court order committing the child to CFSA and most recent court report;
  4. Intake assessment of the child;
  5. Social and medical history and current medical information on the child; and
  6. Current Case Plan for the child.
- B. The Contractor shall collect and document in the record the following information within thirty (30) days prior to placement:
1. Reason the placement is requested;
  2. Reasons and relevant dates for acceptance of the child for placement; and,
  3. Current information on:
    - A. Health and mental health;
    - B. Behavior;
    - C. Education;
    - D. Placement visits and staffing (dates and persons involved).
- C. The Contractor shall use all collected information to make assessment on the child's specific needs and to serve as the foundation to identify the most suitable home for the child with consideration to:
1. Family relationships;
  2. Previous placement history;
  3. Developmental and medical history;
  4. Child's appearance;
  5. School history;
  6. Parents' background; and,
  7. Family history.
- D. The Contractor shall determine whether it agrees with the recommendation of CFSA as to whether the proposed home identified by CFSA is consistent with the needs of the child. If not, the Contractor shall return the packet to CFSA within two (2) business days of the decision. If the Contractor agrees that the proposed placement is consistent with the needs of the child, the Contractor shall identify and implement a transition plan for the child's placement in the home and the services needed to meet the objectives set forth in the plan.
- E. The Contractor shall work with foster/kinship/adoptive parents to ensure that the child has received physical and dental examinations by or under the direction of a licensed physician within the 90 days before placement. CFSA requires a pre-placement health screening. If a child has not had an examination within 90 days before placement, he/she shall have one within 30 days of placement. The Contractor shall work with foster/adoptive parents to ensure ongoing medical and dental care meets the requirements set forth in 22 VAC 40-130-220 and CFSA requirements.

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- F. The Contractor shall work with the foster/kinship/adoptive parents to ensure school enrollment for each school age child within five (5) days of placement. Documentation of contact information and school placement must be kept in the case record.
- G. When accepting placement of a child from CFSA, the Contractor shall:
  - 1. Receive, sign and return the placement agreement (maintaining a copy in the record) before placing the child, which incorporates the financial and other responsibilities of each agency. Each agency agrees to provide for the child, the biological family and foster/adoptive family services to include but not be limited to psychological counseling and mentoring services.
  - 2. The agreement shall be signed by a person from each agency with the authority to commit the agency to the provisions.
  - 3. CFSA shall send court service plans including orders of commitment and all subsequent court orders for each child to the Contractor to use this information as the basis for developing service plans compatible with the goal or goals in the plan.
- H. The Contractor shall take the following sibling, cultural, religious and current foster parent characteristics into consideration when determining the selection of adoptive home.
  - 1. Siblings shall be placed together unless clearly not in the best interest of the child, and such reasons shall be explained in the record;
  - 2. Placing children with families of the same racial or cultural or religious identity;
  - 3. Foster parents and kinship care providers as a primary adoptive resource when that is considered the best interest of the child;
  - 4. Ages of the adoptive parents in relation to the age of the child; and,
  - 5. Recommendations of physician, licensed attorney, or clergyman familiar with the situation of the proposed adoptive parents only as provided in the Code of Virginia.
- I. The provisions of Part IV, 22 VAC 40-130-200 et seq. are applicable when placing children over one year in age. An older child's concerns about adoption shall be taken into account.
- J. The Contractor shall ensure all services, subsidy payments, and supervisory visits are made in compliance with DC Code and the applicable sections of the Codes of Virginia.
- K. The Contractor shall comply with the Interstate Compact on the Placement of Children (ICPC) before placement of a District of Columbia child ward in the Commonwealth of

Virginia for foster care or adoption. The Contractor shall follow the procedures set forth in the Commonwealth of Virginia's Service Programs Manual, Volume VII, Section III, and Chapter E.

- L. CFSA's ICPC Office shall forward all relevant materials to the Commonwealth of Virginia who will then forward the ICPC approval/notification for each child to the Contractor.
- M. If the Contractor conducts an adoptive or kinship home study before a child has been identified, the Interstate Compact Office is not involved until said time that a child is considered for placement. However, the Contractor shall:
  - 1. Inform the potential adoptive parent(s) that the placement of an out-of-state child must go through the compact office; and,
  - 2. Attach a statement to the home study explaining the requirement.

#### **C.7 CASEWORK SERVICES**

- A. The Contractor shall ensure that its authorized Social Worker provides ongoing casework services, visits and monitoring to foster/adoptive families with CFSA wards placed that are consistent with assuring the safety, permanency, and well being of CFSA wards placed in a home as defined by this contract.
- B. Foster/Adoptive casework services of the foster/adoptive family and CFSA ward shall be conducted according to the State of Virginia's licensing regulations, 22 VAC 40-130-10 et seq., applicable DCMR, and as CFSA shall direct specifically in writing.
- C. The Contractor shall follow the visitation requirements consistent with 22 VAC 40-130-220, but more specifically required by CFSA's Exit Plan to include:

The Social Worker shall visit the child and foster/adoptive family every week for the first four weeks after placement, and then twice monthly to continue through the care period and/or adoption finalization.

- D. The Contractor shall document and ensure the child's progress and well being to include medical care, dental care, psychological and psychiatric care, clothing and spending money requirements outlined in 22 VAC 40-130-220. The Contractor shall conduct monitoring visits (twice monthly) to the home, and include the gathering of information regarding the child's adjustment, any behavioral issues/concerns, school adjustment, medical needs which allows the SW to make an assessment of child's growth and development.
- E. The Contractor shall establish and maintain case records with detailed documentation of each casework service and monitoring effort provided to a foster/adoptive family and child. The Contractor shall complete case records in a manner that enables full compliance with the State of Virginia's licensing regulations, specifically 22 VAC 40-130-280 on Foster Care Records and 22 VAC 40-130-490 through 550 on Case Record

requirements. The Contractor's requirements include, but are not limited to, narratives, quarterly summaries and service plans current within thirty (30) days that describe:

1. Intake;
  2. Assessment;
  3. Placement;
  4. Social History;
  5. Monitoring contacts with the child, parent or parents, or agency holding custody if other than the parent and any significant events;
  6. Progress on well being including detail of the services provided and success made in reaching the goal to include problems met and problems still existing or arising; an evaluation of the services provided the child and the parents; and continued suitability of goal and termination date. Summaries and service plans should also include the next quarter's recommended changes to the goal; services needed by the child; plan for contacts; and anticipated progress.
- F. The Contractor shall maintain and submit monthly reports to CFSA Contracts Management and Performance Improvement Administration (CMPIA) and CFSA Licensing Division by the seventh (7<sup>th</sup>) business day of a subsequent month as documentation of all supportive services rendered during a preceding month.
- G. CFSA assumes responsibility in circumstances of placement disruption with the Contractor providing supportive facilitation of any transfer. The Contractor shall follow Section 22 VAC 40-130-240 for detailed requirements for a closing narrative if care is being terminated.
- H. The Contractor shall ensure that the assigned Social Worker, in addition to required visits, provides periodic telephone contact with the foster/adoptive family, is accessible by phone, and has supplied emergency telephone contact information to ensure twenty-four seven (24/7) availability. The Contractor shall ensure sufficient information for when the foster/adoptive family should contact the child's Social Worker and/or the Contractor's support Social Worker.
- I. At the request of the agency or the licensing representative, an examination shall be obtained when there are indications that the safety of the children in care may be jeopardized by the physical or mental health of a household member. The agency shall plan for the immediate removal of the child or children if the examination reveals that their safety might be in jeopardy.
- J. The contractor shall ensure that all contacts (home visits, school, and collateral are entered in the child's case in the FACES system.

The contractor shall provide a progress report to the assigned social worker within twenty days of a court hearing in order for the assigned social worker to prepare and submit the court report within ten days of the hearing date.

- K. The Contractor shall ensure that a knowledgeable representative attends each mandated court appearance and/or Fair Hearing, as needed, fully prepared to address questions

about the Contractor's home study process, staff, regulations, timelines, or other specific questions.

- L. The Contractor shall provide to CFSA, with a summary report of any court appearances within five (5) business days of attendance including, but not limited to, a statement of the hearing purpose, the name of the presiding judge, date/time of the hearing, the preliminary outcome of the hearing, if a court report was required, name of attendees and any required action ordered by a judge.

#### **C.8 ESTIMATED QUANTITIES**

The estimated quantities stated herein reflect the best estimates available. They shall not be construed to limit the quantities which may be ordered from the Contractor by the District or to relieve the Contractor of his obligation to fill all such orders. The District does not guarantee to order any specific quantities of any item(s) or work hours of service.

**\*\*\*END OF SECTION C\*\*\***

**SECTION D: PACKAGING AND MARKING**

**N/A**

**\*\*\*END OF SECTION D\*\*\***

**SECTION E: INSPECTION AND ACCEPTANCE**

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

**\*\*\*END OF SECTION E\*\*\***

**SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES****F.1 TERM OF CONTRACT**

The period of performance shall be for a period of one year from Date of Award. The District reserves the right to extend this RFP for four additional one year option periods under the same terms as stated for the initial period of performance. Purchase orders issued by the District shall expire at the end of each fiscal year. The expiration date of a purchase order has no effect on the delivery period of the actual RFP unless the purchase limitation amount has been met.

**F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT**

**F.2.1** The District may extend the term of this contract for a period of four (4) additional one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District shall give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

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

**F.3 DELIVERABLES**

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

- The contractor shall provide a monthly progress report to the CFSA social worker and CA.
- The contractor shall provide a copy of any mental health evaluation and treatment plan completed to the CFSA social worker and CA.
- The contractor shall provide a copy of monthly medication management note to the CFSA social worker and CA (if applicable).
- The contractor shall conduct a treatment team meeting every 90 days. The treatment team meeting must include the therapist, caretaker, social worker and any other pertinent treatment team member.
- The contractor shall provide a discharge summary with treatment and placement recommendations if appropriate.

**F.3.1** Where this Contract requires the submission of certain information(e.g. report, invoice) to a particular party identified by title/position or function (e.g. CA, Contract Administrator,

Accounting Technician, Contracting Officer), the Contractor's obligation to provide such report (s) or information shall be satisfied provided that the submission is made by the deadline to the particular CFSA or non-CFSA employee who is identified by title, position or function as the responsible party for approvals, submission of information, or any other contract responsibility of CFSA. Under this contract the Contracting Officer shall be considered the responsible of party.

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

**\*\*\*END OF SECTION F\*\*\***

## **SECTION G: CONTRACT ADMINISTRATION**

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

- G.1.1** The District shall make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District shall pay the Contractor on or before the 30<sup>th</sup> day after receiving a proper invoice from the Contractor.

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

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in Section G.10 below. The address of the CFO is:

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

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

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

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

**G.4 PAYMENT**

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

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

- G.5.1** In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.5.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.
- G.5.3** Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

**G.6 THE QUICK PAYMENT CLAUSE****G.6.1 Interest Penalties to Contractors**

- G.6.1.1** The District shall pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3<sup>rd</sup> day after the required payment date for meat or a meat product;
  - b) the 5<sup>th</sup> day after the required payment date for an agricultural commodity; or
  - c) the 15<sup>th</sup> day after the required payment date for any other item.

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

## **G.6.2 PAYMENTS TO SUBCONTRACTORS**

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

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

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

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

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

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

## **G.6.3 SUBCONTRACT REQUIREMENTS**

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

**G.7 ORDERING CLAUSE**

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

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

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

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

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

- G.9.1** The CO is the only person authorized to approve changes in any of the requirements of this contract.
- G.9.2** The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.
- G.9.3** In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment shall be made in the contract price to cover any cost increase incurred as a result thereof.

**G.10 CONTRACT ADMINISTRATOR (CA)**

- G.10.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
  - G.10.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
  - G.10.1.2** Coordinating site entry for Contractor personnel, if applicable;

- G.10.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.10.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.10.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.10.2** The address and telephone number of the CA is:

Laura Heaven  
Program Manager  
400 Sixth Street, SW, Washington, DC 20024  
Telephone 202-724-7201  
Fax 202-727-5666  
E-mail address: Laura.Heaven@dc.gov

- G.10.3** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  2. Grant deviations from or waive any of the terms and conditions of the contract;
  3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
  4. Authorize the expenditure of funds by the Contractor;
  5. Change the period of performance; or
  6. Authorize the use of District property, except as specified under the contract.
- G.10.4** The Contractor shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**\*\*\*END OF SECTION G\*\*\***

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 05-2103 (Revision No. 11) dated June 13, 2011, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

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

to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility shall determine the releasability of the records. The District shall reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an

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

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

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

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

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

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

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

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

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

### **H.9.2 Subcontracting Plan**

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

the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
  - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
  - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
  - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises shall have an equitable opportunity to compete for subcontracts;
  - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor shall include a statement, approved by the contracting officer, that the subcontractor shall adopt a subcontracting plan similar to the subcontracting plan required by the contract;
  - H.9.2.7** Assurances that the prime contractor shall cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
  - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
  - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
  - H.9.3.2** A brief description of the goods procured or the services contracted for;

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

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

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

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

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

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

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

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

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

#### **H.10 CONTRACTOR RESPONSIBILITIES**

H.10.1. The Contractor shall employ and maintain sufficient staffing levels and individuals as required by Virginia's 22 VAC 40-130-130 on caseload numbers and licensed capacity; and 22 VAC 40-130-190 on staff composition and qualifications.

H.10.2 The Contractor shall ensure that a staff person, or subcontractor, employed under this contract obtains and maintains a current satisfactory local, FBI and Child Protective Registry clearances; and certification/licensure to practice social work services in accordance with the requirements of the Commonwealth of Virginia, federal and local law/regulation.

H.10.3 The Contractor shall ensure that each staff person, or subcontractor, employed under this contract is credentialed consistent with the requirements of the Commonwealth of Virginia and has sufficient work knowledge, experience and ability to perform his/her assigned duties according to federal, state and local mandates.

- H.10.4 The Contractor shall participate and be responsive to related contract monitoring activities by CFSA’s Contract Management and Performance Improvement Administration (CMPIA).

**H.11 LIQUIDATED DAMAGES**

- H.11.1 Contractor shall be assessed a 5% decrease for every 30 days the initial licensure is late, up to a total of 90 days.

- 0-30 days = 5% decrease in CLIN B/C
  - 31-60 days = 10% decrease in CLIN B/C
  - 61-90 days = 15% decrease in CLIN B/C

- At 90 days, the Contractor shall hold a team meeting to discuss whether or not the home can be licensed and, if there is a child in the home, whether or not the child needs to be moved out of the home

- H.11.2 Contractor shall be assessed a 5% decrease for every 15 days after the initial license expires and the relicensing has not occurred, up to a total of 45 days.

- 0-15 days = 5% decrease in CLIN C
  - 16-30 days = 10% decrease in CLIN C
  - 31-45 days = 15% decrease in CLIN C

**H.12 HIPAA PRIVACY COMPLIANCE**

- H.12.1 For the purpose of this agreement Child and Family Services (CFSA), a covered component within the District of Columbia’s Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the “HIPAA Regulations”) and the Contractor., as a recipient of Protected Health Information or electronic Protected Health Information from Child and Family Services, is a “Business Associate” as that term is defined by HIPAA. Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

- 1. Definitions

- a. Business Associate means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- c. Data Aggregation means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.  
Designated Record Set means a group of records maintained by or for the Covered Entity that are:
  - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
  - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
  - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of

the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.

- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI) Rule*: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. *Privacy Officer*. The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- o. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. *Protected Health Information*. "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:

- i. Transmitted by, created or maintained in electronic media; or
- ii. Transmitted or maintained in any other form or medium;

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

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

- a. The Business Associate agrees not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information") other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.

- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
  - l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
  - m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
3. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
  - b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
  - c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was

disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

#### 4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
  - i. Name of the Business Associate of the Covered Entity;
  - ii. Title of the Report/File;
  - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
  - iv. Description of the basic content of the Report/File;
  - v. Format of the Report/File (Electronic or Paper);
  - vi. Physical location of Report/File;
  - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
  - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity] that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
  - i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
  - ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.

- iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
- v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
- vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.
- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.
- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any

software standards or specifications not compliant with the HIPAA Regulations.

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

5. Sanctions

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

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce shall submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under,

any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of nolo contendere or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

#### 9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually

agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

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

- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

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

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as

the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate shall remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.

- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical

boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to:

If to the Covered Entity, to:

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

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause shall remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate shall function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachments:

Exhibit A     Identity and Procedure Verification

### **H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

- H.13.1 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:  
All positions that involve contact with wards of CFSA.
- H.13.2 The Provider shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:  
All positions that involve contact with wards of CFSA.
- H.13.3 The Provider shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.13.4 The Provider shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.13.5 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;

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- (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.

H.13.6 The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.13.7 Prior to requesting a criminal background check, the Provider shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Provider is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States,
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.13.8 The Provider shall direct the applicant or employee to complete the form or forms and notify he applicant or employee when and where to report to be fingerprinted.

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- H.13.9 Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.13.10 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.
- H.13.11 The Provider shall provide copies of all criminal background and traffic check reports to the CA.
- H.13.12 The Provider shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.13.13 The Provider may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the Contracting Officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.14 The Provider may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.13.15 The Provider shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.13.16 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 volunteers.
- H.13.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.13.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.13.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.13.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The

Provider shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

#### **H.14 CLIENT RECORDS**

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

#### **H.15 NON-DISCRIMINATION**

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

#### **H.16 UNUSUAL INCIDENTS**

H.16.1.1 The contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four (24) hour Hotline.

H.16.1.2 The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, which include;

- (a) Accident/s involving clients or staff on duty;
- (b) A loss of any utility, including but not limited to, power, water, or sewage
- (c) Any condition which results in the facility's closure and
- (d) Any other occurrence or event which substantially interferes with the client's health, welfare, living arrangement, or well being, or in any way places the client at risk.

H.16.1.3 The Contractor's director or other designated staff shall complete an Unusual Incident Report, DHS-1243 and ensure delivery is completed via fax or personal delivery to the CFSA Monitoring Unit and the Office of Collaborative Liaison Unit within (24) hours of the occurrence of an incident.

H.16.1.4 The Contractor shall notify the Metropolitan Police Department (MPD) and the Child and Family Services Hotline, immediately or within thirty (30) minutes, after learning that a child/children, caregiver and/or involved family member has been involved in an unusual incident.

#### **H.16.2 MANDATORY REPORTING**

H.16.2.1 The Contractor shall ensure that any staff member who receives information concerning,

or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty-four (24) hour Child Abuse and Neglect Hotline (202 671-SAFE).

H.16.2.2 The Contractor shall ensure that any staff member who receives information concerning or personally observes an incident of alleged or actual child abuse or neglect or have other information indicating an alleged or actual risk to a child's health or safety, shall make an immediate oral report to CFSA's Abuse and Neglect Hotline (202) 671-SAFE-7233.

H.16.2.3 The Contractor shall ensure that written notification is made within twenty-four (24) hours to the Health Services Unit.

H.16.2.4 The Contractor shall ensure that any staff member who believes that a child is in serious and immediate danger shall take immediate steps to protect the child including removing the child from danger. The contractor shall forward any unusual incident reports to CFSA designee within 24 hrs.

## **H.17 TRANSITION PERIOD**

H.17.1 In the event of either termination or pending expiration of this Contract, the Provider shall assist the Agency in the smooth and orderly transition of the children in its care to a new contractor. This time shall be identified as the Transition Period.

H.17.2 The CA shall provide the Provider, no later than seven (7) days prior to the start of the Transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

H.17.3 During the Transition Period the Provider shall cooperate with the CA to ensure that all clients are transitioned in accordance with the guidelines provided by the CA.

H.17.4 The Provider shall continue to provide the services as described in this contract during the Transition Period. The Provider shall continue to follow the billing procedures outlined in Section G of this contract.

H.17.5 The Transition Period shall be no more than sixty (60) days prior to the expiration date of the contract. If the Transition Period is utilized to the expiration of the contractor, the Provider is to submit the final invoice within 30 days of the contract expiration.

**\*\*\*END OF SECTION H\*\*\***

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

I.3.1 The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.3.2 The Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to the District hereunder, Contractor may have access to certain information of the District and its clients that is confidential and constitutes valuable, special and unique property of the District. The Contractor shall not at any time, either during or subsequent to the term of this contract, disclose to others, use, copy or permit to be copied, any the District client/confidential information without the District’s express prior written consent, except pursuant to Contractor’s duties hereunder. Contractor agrees to abide by all laws and regulations governing confidentiality, including but not limited to the Health Insurance Portability and Accountability Act of 1996, as amended (HIPAA).

### **I.4 TIME**

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

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

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic

or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3 The term "Computer Software", as used herein means computer programs and computer databases. "Computer Programs", as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6 The District shall have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed shall be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1 Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

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

I.5.8 In addition to the rights granted in Section I.5.6 above, the Contractor hereby grants to the District a nonexclusive, paid-up license throughout the world, of the same scope as restricted rights set forth in Section I.5.6 above, under any copyright owned by the Contractor, in any work of authorship prepared for or acquired by the District under this contract. Unless written approval of the Contracting Officer is obtained, the Contractor shall not include in technical data or computer software prepared for or acquired by the District under this contract any works of authorship in which copyright is not owned by the Contractor without acquiring for the District any rights necessary to perfect a copyright license of the scope specified in the first sentence of this paragraph.

I.5.9 Whenever any data, including computer software, are to be obtained from a subcontractor under this contract, the Contractor shall use this clause, I.5, Rights in Data, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

I.5.10 For all computer software furnished to the District with the rights specified in Section I.5.5, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Contractor, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Contractor should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

- I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12 Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13 Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Professional Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement shall be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

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

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

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

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

## **I.10 ORDER OF PRECEDENCE**

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

I.10.1.1 A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

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

I.10.1.1.2 Sections A through I of the contract

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

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

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

## **I.12 GOVERNING LAW**

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

## **I.13 CONTINUITY OF SERVICES**

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

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

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

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

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

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

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

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

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

**\*\*\*END OF SECTION I\*\*\***

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.2</b>	U.S. Department of Labor Wage Determination Wage Determination No. 05-2103 (Revision No. 11, dated June 13, 2011)
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"
<b>J.5</b>	Way to Work Amendment Act of 2006 - Living Wage Notice
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
<b>J.7</b>	Tax Certification Affidavit
<b>J.8</b>	Bidder/Offeror Certification Form available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Attachments"

**\*\*\*END OF SECTION J\*\*\***

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

**K.1**           The Bidder/Offeror Certification Form  
(Attachment J.8)

**\*\*\*END OF SECTION K\*\*\***

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

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

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

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

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

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

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

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

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

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

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

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

- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
- (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
- (c) The proposal is the only proposal received.

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

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

### **L.3.3 Postmarks**

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

### **L.3.4 Late Modifications**

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

### **L.3.5 Late Proposals**

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

## **L.4 EXPLANATION TO PROSPECTIVE OFFERORS**

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

## **L.5 FAILURE TO SUBMIT OFFERS**

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

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

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

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

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

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

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

## **L.7 PROPOSALS WITH OPTION YEARS**

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

## **L.8 PROPOSAL PROTESTS**

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

The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE PROPOSALS**

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

**L.11 RETENTION OF PROPOSALS**

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

**L.12 PROPOSAL COSTS**

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

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

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

**L.14 CERTIFICATES OF INSURANCE**

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

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

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. The District must receive the acknowledgment by the date and time specified for receipt of proposals. An offeror's failure to acknowledge an amendment may result in rejection of its offer.

**L.16 BEST AND FINAL OFFERS**

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

**L.17 LEGAL STATUS OF OFFEROR**

Each proposal must provide the following information:

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

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

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

**L.18 FAMILIARIZATION WITH CONDITIONS**

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

**L.19 GENERAL STANDARDS OF RESPONSIBILITY**

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

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

**\*\*\*END OF SECTION L\*\*\***

## SECTION M - EVALUATION FACTORS

### M.1 EVALUATION FOR AWARD

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

### M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

If subfactors are applied, the offeror's total technical score will be determined by adding the offeror's score for each subfactor. For example, if an evaluation factor has a point value range of zero (0) to forty (40) points, with two subfactors of twenty (20) points each, using the Technical Rating Scale above, if the District evaluates the offeror's response as "Good" for the first subfactor and "Poor" for the second subfactor, then the total score for that evaluation factor is 4/5 of 20 or 16 for the first subfactor plus 1/5 of 20 or 4 for the second subfactor, for a total of 20 for the entire factor.

**M.2.1 EVALUATION STANDARDS**

Technical Evaluation Factors	Points
Factor A – Technical Approach	30
Factor B - Past Performance and Experience	20
Factor C - Pricing	20
Factor D – Quality Assurance	30
Total	100

**M.2.2 TECHNICAL CRITERIA (Total 30 Points maximum)**

**Description:** These factors consider the Offeror’s detailed, accurate description that assures all required services are met in an efficient and effective manner that meets all the elements as described in the Statement of work. These factors include an examination of the quality of services provided, timeliness in service delivery, business practices, and overall satisfaction in serving children and families and creatively working with children and foster parents.

- M.2.2.1** This evaluation factor considers the proposed methodology proposed for this project, including project management, design, deployment, training, documentation, and ongoing support.
- M.2.2.2** This factor will be evaluated based the completeness of the proposed methodology and its match to the Functional Requirements in Section C. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes. Approaches that minimize the need for custom programming will be rated higher.
- M.2.2.3** This evaluation factor considers the proposed schedule to be implemented
- M.2.2.4** This factor will be evaluated based on the completeness of the provided project plan, including all major tasks and subtasks, including dependencies and critical path items. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully.

**M.2.3 PAST PERFORMANCE CRITERIA (Total 20 Points maximum)**

**Description:** The capacity to work with the identified population, and the contracting agency in an efficient, and effective manner to meet permanency and contractual policies and regulations. Give past 3 years of Virginia State evaluations.

- M.2.3.1** Evaluation of past performance and experience allows the District to assess the Offeror’s ability to perform and relevance of the work performed.
- M.2.3.2** This factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be

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based on the quantity and quality of Offeror’s performance on projects of comparable size, highly technical nature, and complexity. The currency and relevance of the information, source of information, context of the data, and general trends in Offeror’s performance shall be considered.

**M.2.3.3** The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address.

**M.2.4 PRICING CRITERIA (Total 20 Points maximum)**

**Description:** A comprehensive budget that reflects accurate and fair pricing for programs and services as defined in the scope of work, including an all inclusive daily rate. The price evaluation will be objective. The offeror with the lowest price will receive the maximum price points. All other proposals will receive a proportionately lower total score. The following formula will be used to determine each offeror's evaluated price score:

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

**M.2.5 QUALITY ASSURANCE CRITERIA (Total 30 Points maximum)**

**Description:** Agency organizational structural must have a quality assurance system which includes a Quality Assurance coordinator to manage programmatic outcomes and other performance indicators.

**M.3 EVALUATION OF OPTION YEARS**

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

**\*\*\*END OF SECTION M\*\*\***