

SOLICITATION, OFFER, AND AWARD			1. Caption		Page of Pages	
			Mental Health Services		1	92
2. Contract Number	3. Solicitation Number	4. Type of Solicitation		5. Date Issued	6. Type of Market	
	DCRL-2013-R-0083	<input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5/3/2013	<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By:			8. Address Offer to:			
Child and Family Services Agency Contracts and Procurement Administration 200 I Street, SE, Suite 2031 Washington, DC 20003			Child and Family Services Agency Contracts and Procurement Administration 200 I Street, SE, Suite 2031 Washington, DC 20003			

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

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at n/a until 2:00-PM local time 31-May-13

(Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name		B. Telephone			C. E-mail Address
	Calvin L. McFadden		(Area Code) 202	(Number) 724-7645	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment 10 Calendar days % 20 Calendar days % 30 Calendar days % _____ Calendar days %

14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone	15 C. Check if remittance address is different from above - Refer to Section G		18. Offer Date
(Area Code) (Number) (Ext)			
	17. Signature		

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	
	24. Award Date	

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

- B.1** The Government of the District of Columbia, Child and Family Services Agency (CFSA), hereinafter referred to as the “District” anticipates awarding multiple contracts for Mental Health Services. Award, if made, will be to a single offeror in the aggregate for those groups of items indicated by “Aggregate Award Group” herein.

Award, if made will be to the highest ranked offeror for each group as indicated by “aggregate award group”. Offerors must submit pricing on all items within each group for the base and all option years to be deemed responsive. Offerors are not required to submit pricing on all of the aggregate award groups.

B.2 INDEFINITE DELIVERY- INDEFINITE QUANTITY (IDIQ) CONTRACT

This is an IDIQ contract for the supplies or services specified, and effective for the period stated.

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity specified in Sections B.3.1 through B.4.8. The District will order at least the minimum quantity.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) 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; provided that the contractor shall not be required to make any deliveries under this contract after one (1) year from date of award.

B.3 PRICE SCHEDULE/COST SCHEDULE (MARYLAND)**B.3.1 BASE YEAR: - Individual Therapy
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
0001	Diagnostic Assessment	\$	1	\$		105	\$
0001AA	Trauma Focused Cognitive/ Behavioral Therapy	\$	1	\$		20	\$
0001AB	Play Therapy	\$	1	\$		20	\$
0001AC	Art Therapy	\$	1	\$		5	\$
0001AD	Grief and Loss Counseling	\$	1	\$		10	\$
0001AE	Dialectical Behavior Therapy	\$	1	\$		5	\$
0001AF	Treatment for Problem Sexual Behaviors/Sex offender	\$	1	\$		15	\$
0001AG	Child Parent Psychotherapy for Family Violence (CPP-FV)	\$	1	\$		15	\$
0001AH	Child Parent Interaction Therapy (PCIT)	\$	1	\$		15	\$
0001AI	Medication Evaluation	\$	1	\$		105	\$
0001AJ	Medication Management	\$	1	\$		105	\$
0001AK	No Show	N/A	N/A	N/A		N/A	\$500.00
0001AL	Court Appearance					75	
0001AM	Treatment Team Meeting	Each	1	\$		525	
Total for Group 1				\$			\$

**B.3.2 BASE YEAR - Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
0002	Behavioral Assessment	\$	1	\$		30	\$
0002AA	Applied Behavior Analysis	\$	1	\$		15	\$
0002AB	One-to-One Behavior Intervention	\$	1	\$		10	\$
0002AC	Medication Management	\$	1	\$		30	\$
0002AD	Medical Evaluation	\$	1	\$		30	\$
0002AE	No Show	N/A	N/A	N/A		N/A	\$500.00
0002AF	Court Appearance					75	
0002AG	Treatment Team Meeting					150	
Total for Group 2				\$			\$

**B.3.3 BASE YEAR: – Family Services/Group Services
Aggregate Award – Group 3**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
0003	Diagnostic Assessment	\$	1	\$		70	\$
0003AA	Family Counseling	\$	1	\$		50	\$
0003AB	Attachment Based Therapy (Dyadic Development Psychotherapy)	\$	1	\$		20	\$
0003AC	Functional Family Therapy (FFT)	\$	1	\$		20	\$
0003AD	Multisystemic Therapy (MST)	\$	1	\$		15	\$
0003AE	Social Skills Groups for adolescent Girls and Boys	\$	1	\$		20	\$

0003AF	Grief and Loss Group	\$	1	\$		20	\$
0003AG	No Show	N/A	N/A	N/A		N/A	\$ <u>500.00</u>
0003AH	Court Appearance					75	
0003AI	Treatment Team Meeting	Each	1	\$		350	
Total for Group 3				\$			\$

**B.3.4 BASE YEAR – Evaluation Standard
Aggregate Award – Group 4**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
0004	Psycho-Sexual Evaluation	\$	1	\$		20	\$
0004AA	Psychological Evaluation	\$	1	\$		15	\$
0004AB	Psycho educational Evaluation	\$	1	\$		15	\$
0004AC	Psychiatric Evaluation	\$	1	\$		15	\$
0004AD	Neuro-Psychological Evaluation	\$	1	\$		12	\$
0004AE	No Show	N/A	N/A	N/A		N/A	\$ <u>500.00</u>
Total for Group 4				\$			\$

**B.3.5 OPTION YEAR ONE: - Individual Therapy Standard
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
1001	Diagnostic Assessment	\$	1	\$		105	\$
1001AA	Trauma Focused Cognitive/ Behavioral Therapy	\$	1	\$		20	\$

1001AB	Play Therapy	\$	1	\$		20	\$
1001AC	Art Therapy	\$	1	\$		5	\$
1001AD	Grief and Loss Counseling	\$	1	\$		10	\$
1001AE	Dialectical Behavior Therapy	\$	1	\$		5	\$
1001AF	Treatment for Problem Sexual Behaviors/Sex offender	\$	1	\$		15	\$
1001AG	Child Parent Psychotherapy for Family Violence (CPP-FV)	\$	1	\$		15	\$
1001AH	Child Parent Interaction Therapy (PCIT)	\$	1	\$		15	\$
1001AI	Medication Evaluation	\$	1	\$		105	\$
1001AJ	Medication Management	\$ _____	1	\$ _____		105	\$ _____
1001AK	No Show	N/A	N/A	N/A		N/A	
1001AL	Court appearance					75	
1001AM	Treatment Team Meeting	Each	1	\$		525	\$ _____
Total for Group 1				\$ _____			\$ _____

**B.3.6 OPTION YEAR ONE - Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
1002	Behavioral Assessment	\$	1	\$		30	\$
1002AA	Applied Behavior Analysis	\$	1	\$		15	\$
1002AB	One-to-One Behavior Intervention	\$	1	\$		2	\$
1002AC	Medication Management	\$	1	\$		30	\$
1002AD	Medical Evaluation	\$	1	\$		30	\$
1002AE	No Show	N/A	N/A	N/A		N/A	\$ <u>500.00</u>

1002AF	Court Appearance					75	\$
1002AG	Treatment Team Meeting	Each	1	\$		150	\$
Total for Group 2				\$			\$

**B.3.7 OPTION YEAR ONE: Category B– Family Services/Group Services
Aggregate Award – Group 3**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
1003	Diagnostic Assessment	\$	1	\$		70	\$
1003AA	Family Counseling	\$	1	\$		50	\$
1003AB	Attachment Based Therapy (Dyadic Development Psychotherapy)	\$	1	\$		20	\$
1003AC	Functional Family Therapy (FFT)	\$	1	\$		20	\$
1003AD	Multisystemic Therapy (MST)	\$	1	\$		15	\$
1003AE	Social Skills Groups for adolescent Girls and Boys	\$	1	\$		20	\$
1003AF	Grief and Loss Group	\$	1	\$		20	\$
1003AG	No Show	N/A	N/A	N/A		N/A	\$500.00
Total for Group 3				\$			\$

**B.3.8 OPTION YEAR ONE: – Evaluation Standard
Aggregate Award – Group 4**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
1004	Psycho-Sexual Evaluation	\$	1	\$		20	\$

1004AA	Psychological Evaluation	\$	1	\$		15	\$
1004AB	Psycho educational Evaluation	\$	1	\$		15	\$
1004AC	Psychiatric Evaluation	\$	1	\$		15	\$
1004AD	Neuro-Psychological Evaluation	\$	1	\$		12	\$
1004AE	No Show	N/A	N/A	N/A		N/A	\$500.0
Total for Group 4				\$ _____			\$ _____

**B.3.9 OPTION YEAR TWO: - Individual Therapy
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
2001	Diagnostic Assessment	\$	1	\$		105	\$
2001AA	Trauma Focused Cognitive/ Behavioral Therapy	\$	1	\$		20	\$
2001AB	Play Therapy	\$	1	\$		20	\$
2001AC	Art Therapy	\$	1	\$		5	\$
2001AD	Grief and Loss Counseling	\$	1	\$		10	\$
2001AE	Dialectical Behavior Therapy	\$	1	\$		5	\$
2001AF	Treatment for Problem Sexual Behaviors/Sex offender	\$	1	\$		15	\$
2001AG	Child Parent Psychotherapy for family Violence (CPP-FV)	\$	1	\$		15	\$
2001AH	Parent Child Interaction Therapy (PCIT)	\$	1	\$		15	\$
2001AI	Medication Evaluation	\$	1	\$		105	\$
2001AJ	Medication Management	\$	1	\$		105	\$
2001AK	No Show	N/A	N/A	N/A		N/A	\$500.00

2001AL	Court Appearance					75	\$
2001AM	Treatment Team Meeting	Each	1	\$		525	\$
Total for Group 1				\$			\$

**B.3.10 OPTION YEAR TWO: - Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
2002	Behavioral Assessment	\$	1	\$		30	\$
2002B	Applied Behavior Analysis	\$	1	\$		15	\$
2002C	One-to-One Behavior Intervention	\$	1	\$		10	\$
2002D	Medication Management	\$	1	\$		30	\$
2002E	Medical Evaluation	\$	1	\$		30	\$
2002F	No Show	N/A	N/A	N/A		N/A	\$500.00
2002G	Court Appearance					75	\$
2002H	Treatment Team Meeting	Each	1	\$		150	\$
Total for Group 2				\$ _____			\$ _____

**B.3.11 OPTION YEAR TWO: - Family Services/Group Services
Aggregate Award - Group 3**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
2003	Diagnostic Assessment	\$ _____	1	\$ _____		70	\$ _____
2003AA	Family Counseling	\$ _____	1	\$ _____		50	\$ _____

2003AB	Attachment Based Therapy (Dyadic Development Psychotherapy)	\$ _____	1	\$ _____		20	\$ _____
2003AC	Functional Family Therapy	\$ _____	1	\$ _____		15	\$ _____
2003AD	Multisystemic Therapy (MST)	\$ _____	1	\$ _____		20	\$ _____
2003AE	Social Skills Groups for adolescent Girls and Boys	\$	1	\$		20	\$
2003AF	No Show	N/A	N/A	N/A		N/A	\$500.00
2003AG	Court Appearance					75	\$
2003AH	Treatment Team Meeting	Each	1	\$		350	\$
Total for Group 3				\$			\$

**B.3.12 OPTION YEAR TWO: – Evaluation Standard
Aggregate Award – Group 4**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
2004	Psycho-Sexual Evaluation	\$	1	\$		20	\$
2004AA	Psychological Evaluation	\$	1	\$		15	\$
2004AB	Psycho educational Evaluation	\$	1	\$		15	\$
2004AC	Psychiatric Evaluation	\$	1	\$		15	\$
2004AD	Neuro-Psychological Evaluation	\$	1	\$		12	\$
2004AF	No Show	N/A	N/A	N/A		N/A	\$500.00
Total for Group 4				\$ _____			\$ _____

**B.3.13 OPTION YEAR THREE: - Individual Therapy
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
3001	Diagnostic Assessment	\$	1	\$		105	\$
3001AA	Trauma Focused Cognitive/ Behavioral Therapy	\$	1	\$		20	\$
3001AB	Play Therapy	\$	1	\$		20	\$
3001AC	Art Therapy	\$	1	\$		5	\$
3001AD	Grief and Loss Counseling	\$	1	\$		10	\$
3001AE	Dialectical Behavior Therapy	\$	1	\$		5	\$
3001AF	Treatment for Problem Sexual Behaviors/Sex offender	\$	1	\$		15	\$
3001AG	Child Parent Psychotherapy for family Violence (CPP-FV)	\$	1	\$		15	\$
3001AH	Child Parent Interaction Therapy (PCIT)	\$	1	\$		15	\$
3001AI	Medication Evaluation	\$	1	\$		105	\$
3001AJ	Medication Management	\$	1	\$		105	\$
3001AK	No Show	N/A	N/A	N/A		N/A	\$500.00
3001AL	Court Appearance					75	\$
3001AM	Treatment Team Meeting	Each	1	\$		525	\$
Total for Group 1				\$			\$

**B.3.14 OPTION YEAR THREE: - Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
3002	Behavioral Assessment	\$	1	\$		30	\$
3002AA	Applied Behavior Analysis	\$	1	\$		15	\$
3002AB	One-to-One Behavior Intervention	\$	1	\$		20	\$
3002AC	Medication Management	\$	1	\$		30	\$
3002AD	Medical Evaluation	\$	1	\$		30	\$
3002AE	No Show	N/A	N/A	N/A		N/A	
300AF	Court Appearance					75	\$
300AG	Treatment Team Meeting	Each	1	\$		150	\$
Total for Group 2				\$			\$

**B.3.15 OPTION YEAR THREE – Family Services/Group Services
Aggregate Award – Group 3**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
3003	Diagnostic Assessment	\$	1	\$		70	\$
3003AA	Family Counseling	\$	1	\$		50	\$
3003AB	Attachment Based Therapy (Dyadic Development Psychotherapy)	\$	1	\$		20	\$
3003AC	Functional Family Therapy	\$	1	\$		20	\$
3003AD	Multisystemic Therapy	\$	1	\$		15	\$

3003AE	Social Skills Groups for adolescent Girls and Boys	\$	1	\$		20	\$
3003AF	No Show	N/A	N/A	N/A		N/A	\$500.00
3003AG	Court Appearance					75	\$
3003AH	Treatment Team Meeting	Each	1	\$		350	\$
Total for Group 3				\$			\$

**B.3.16 OPTION YEAR THREE: – Evaluation Standard
Aggregate Award – Group 4**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
3004	Psycho-Sexual Evaluation	\$	1	\$		20	\$
3004AA	Psychological Evaluation	\$	1	\$		15	\$
3004AB	Psycho educational Evaluation	\$	1	\$		15	\$
3004AC	Psychiatric Evaluation	\$	1	\$		15	\$
3004AD	Neuro-Psychological Evaluation	\$	1	\$		12	\$
3004AE	No Show	N/A	N/A	N/A		N/A	\$500.00
Total for Group 4				\$			\$

B.4 PRICE SCHEDULE/COST SCHEDULE (DISTRICT OF COLUMBIA)**B.4.1 BASE YEAR: – Individual/Family Therapy
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
0001	Diagnostic Assessment	\$	1	\$		60	\$
0001AA	Dyadic Development Psychotherapy	\$	1	\$		20	\$
0001AB	Art Therapy	\$	1	\$		5	\$
0001AC	Play Therapy	\$	1	\$		15	\$
0001AD	Dialectical Behavior Therapy	\$	1	\$		5	\$
0001AE	Treatment for Problem Sexual Behaviors/Sex offender	\$	1	\$		15	\$
0001AF	Medication Evaluation	\$	1	\$		60	\$
0001AG	Medication Management	\$	1	\$		60	\$
0001AH	No Show	N/A	N/A	N/A		N/A	\$500.00
0001AI	Court Appearance					50	\$
0001AJ	Treatment Team Meeting	Each	1	\$		300	\$
Total for Group 1				\$			\$

**B.4.2 BASE YEAR: Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
0002	Behavioral Assessment	\$	1	\$		30	\$
0002AA	Applied Behavior Analysis	\$	1	\$		15	\$

0002AB	One-to-One Behavior Intervention	\$	1	\$		20	\$
0002AC	Medication Management	\$	1	\$		30	\$
0002AD	Medical Evaluation	\$	1	\$		30	\$
0002AE	No Show	N/A	N/A	N/A		N/A	\$500.00
0002AF	Court Appearance						
0002AG	Treatment Team Meeting						
Total for Group 2				\$			\$

**B.4.3 OPTION YEAR ONE: Individual/Family Therapy
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
1001	Diagnostic Assessment	\$	1	\$		60	\$
1001AA	Trauma Focused Cognitive/ Behavioral Therapy	\$	1	\$		20	\$
1001AB	Art Therapy	\$	1	\$		5	\$
1001AC	Plat Therapy	\$				15	
1001AD	Dialectical Behavior Therapy	\$	1	\$		5	\$
1001AE	Treatment for Problem Sexual Behaviors/Sex offender	\$	1	\$		15	\$
1001AF	Medication Evaluation	\$	1	\$		60	\$
1001AG	Medication Management	\$_____	1	\$_____		60	\$
1001AH	No Show	N/A	N/A	N/A		N/A	\$500.00
1001AI	Court appearance						\$
1001AJ	Treatment Team Meeting					300	\$
Total for Group 1				\$_____			\$_____

**B.4.4 OPTION YEAR ONE: Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
1002	Behavioral Assessment	\$	1	\$		30	\$
1002AA	Applied Behavior Analysis	\$	1	\$		15	\$
1002AB	One-to-One Behavior Intervention	\$	1	\$		2	\$
1002AC	Medication Management	\$	1	\$		30	\$
1002AD	Medical Evaluation	\$	1	\$		30	\$
1002AE	No Show	N/A	N/A	N/A		N/A	\$500.00
1002AF	Court Appearance					50	
1002AG	Treatment Team Meeting					300	
Total for Group 2				\$ _____			\$ _____

**B.4.5 OPTION YEAR TWO: – Individual/Family Services
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
2001	Diagnostic Assessment	\$ _____	1	\$ _____		60	\$ _____
2001AA	Dyadic Developmental Psychotherapy	\$ _____	1	\$ _____		20	\$ _____
2001AB	Art Therapy	\$ _____	1	\$ _____		5	\$ _____
2001AC	Play Therapy	\$		\$		15	\$
2001AD	Dialectrical Behavior Therapy	\$ _____	1	\$ _____		5	\$ _____
2001AE	Treatment for Problem sexual Behaviors/Sex	\$ _____	1	\$ _____		15	\$ _____

	Offender						
2001AF	Medication Evaluation	\$	1	\$		60	\$
2001AG	Medication Management	\$	1	\$		60	\$
2001AH	No Show	N/A	N/A	N/A		N/A	\$500.00
2001AI	Court Appearance						\$
2001AJ	Treatment Team Meeting	Each	1	\$		300	\$
Total for Group 1				\$			\$

B.4.6 OPTION YEAR TWO: - Behavior Modification
Aggregate Award Group 2

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
2002	Behavioral Assessment	\$	1	\$		30	\$
2002AA	Applied Behavior Analysis	\$	1	\$		15	\$
2002AB	One-to-One Behavior Intervention	\$	1	\$		20	\$
2002AC	Medication Management	\$	1	\$		30	\$
2002AD	Medical Evaluation	\$	1	\$		30	\$
2002AE	No Show	N/A	N/A	N/A		N/A	
2002AF	Court Appearance					50	\$
2002AG	Treatment Team Meeting	Each	1	\$		150	\$
Total for Group 2				\$ _____			\$ _____

**B.4.7 OPTION YEAR THREE: – Individual/Family Services
Aggregate Award – Group 1**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
3001	Diagnostic Assessment	\$	1	\$		60	\$
3001AA	Dyadic Developmental Psychotherapy	\$	1	\$		20	\$
3001AB	Art Therapy	\$	1	\$		5	\$
3001AC	Play Therapy	\$	1	\$		15	\$
3001AD	Dialectical Behavior	\$	1	\$		5	\$
3001AE	Treatment for Problem Sexual Behavior/sex Offender	\$	1	\$		15	\$
3001AF	Medication Evaluation	\$	1	\$		60	\$
3001AG	Medication management	\$	1	\$		60	\$
3001AH	No Show	N/A	N/A	N/A		N/A	\$500.00
3001AI	Court Appearance					75	\$
3001AJ	Treatment Team Meeting	Each	1	\$		300	\$
Total for Group 3				\$			\$

**B.4.8 OPTION YEAR THREE: - Behavior Modification
Aggregate Award Group 2**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit Client per Hour A	Quantity Minimum B	Minimum Total Price (Unit price x minimum quantity) C	INSERT Maximum Quantity capable of performing D	District's Maximum Quantity (Clients) E	Maximum Total Price (Unit price x Maximum quantity) Columns A*D F
3002	Behavioral Assessment	\$	1	\$		30	\$

3002AA	Applied Behavior Analysis	\$	1	\$		15	\$
3002AB	One-to-One Behavior Intervention	\$	1	\$		20	\$
3002AC	Medication Management	\$	1	\$		30	\$
3002AD	Medical Evaluation	\$	1	\$		30	\$
3002AE	No Show	N/A	N/A	N/A		N/A	\$500.00
3002AF	Court Appearance					50	\$
3002AG	Treatment Team Meeting	Each	1	\$		150	\$
Total for Group 2				\$			\$

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

C.1.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA) requires Contractor to provide trauma informed mental health services to children and/or families who are in the care of CFSA. CFSA is charged with protecting children and youth from abuse and neglect and ensuring children receive appropriate services in a safe setting in which their well-being is supported.

C.1.2 The Contractor shall provide trauma informed mental health services to children and their families, and meet general and program requirements set forth in this contract, comply with LaShawn A. v. Gray Implementation and Exit Plan (I&EP), and all applicable federal and District of Columbia laws and regulations.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Word Document	Lashawn A. v. Gray Implementation and Exit Plan	12/17/10
2	Word Document	Health Insurance Portability and Accountability Act of 1996 (HIPPA)	

C.3 DEFINITIONS

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

C.3.1 Trauma Focused Cognitive Behavioral Therapy (TF-CBT): A components-based treatment model that incorporates trauma-sensitive interventions with cognitive behavioral, family, and humanistic principles and techniques.

C.3.2 Sex Offender Treatment: the use of counseling/therapy approaches, in individual and/or group format, to address sexual offending behavior and psychosexual disorders.

C.3.3 Individual Therapy: the use of counseling/therapy approaches to treat individuals diagnosed with a DSM V diagnosis.

C.3.4 Family Therapy: the use of counseling/therapy approaches to address issues and concerns regarding family dynamics and interpersonal relationships

C.3.5 Medication Evaluation: a consultation from a psychiatrist to determine if an individual can benefit from the use of psychotropic medications to alleviate psychiatric symptoms.

- C.3.6. Medication Management:** a 15 to 30 minute consultation with a psychiatrist to discuss the effects of psychotropic medication prescribed and/or to receive another prescription for medication.
- C.3.7. Grief and Loss Counseling:** the use of counseling techniques to help individuals regain a sense of purpose and meaning in their lives after a significant loss.
- C.3.8 Play Therapy:** form of psychotherapy for children that uses play situations for diagnosis or treatment.
- C.3.9 Art Therapy:** a form of psychotherapy that encourages the expression of emotions through artistic activities such as painting, drawing, or sculpting.
- C.3.10 Dialectical Behavior Therapy:** type of psychotherapy that combines standard cognitive-behavioral techniques for emotion regulation and reality-testing with concepts of distress tolerance, acceptance, and mindful awareness.
- C.3.11 Applied Behavioral Analysis:** systematically applying intervention based upon the principal of learning theory to improve socially significant behaviors to a meaningful degree and to demonstrate that the interventions employed are responsible for the improvement in behavior.
- C.3.12 One to One Behavioral Services:** the use of behavioral interventions to redirect maladaptive behaviors.
- C.3.13 Dyadic Developmental Psychotherapy:** Family based treatment method for children with complex trauma and attachment disorders.
- C.3.14 Psychological /Psychoeducational Evaluation:** assessment of an individual, usually consisting of the administration of a battery of psychological and educational tests, an interview, and a behavioral observation for the purposes of diagnosis and treatment.
- C.3.15 Psychiatric Evaluation:** the use of interview, behavioral observation, and past medical, social and clinical history of an individual for the purposes of diagnosis and treatment.
- C.3.16 Psychosexual Assessment:** an evaluation that focuses on an individual's sexual development, sexual history, paraphilic interests, sexual adjustment, risk level, and victimology.
- C.3.17 Neuropsychological Evaluation:** psychological testing to determine if there are organic abnormalities that may be contributing to deficits in cognition, mood deregulation and severe impairments of behavior.\
- C.3.18 Functional Family Therapy:** empirically grounded family based intervention program that involves a strong cognitive/attributional component which is integrated into systemic skill-training in family communication, parenting skills, and conflict management skills.

- C.3.19 Multiystemic Therapy (MST):** an intensive family and community based treatment program that blends cognitive behavioral therapy, behavior management training and family therapy to address issues and behavior associated with at risk youth ages 10-17.
- C.3.20 Child Parent Psychotherapy (CPP):** psychotherapy model for young children (2-7 yrs.) exposed to interpersonal violence that integrates psychodynamic, attachment, trauma, cognitive-behavioral and social learning theories into a dyadic treatment approach.
- C.3.21 Parent Child Interactive Therapy (PCIT):** Therapy model for conduct disordered young children (2-6 yrs.) that place emphasis on improving the quality of the parent-child relationship and changing parent –child interaction patterns.

C.4 BACKGROUND

The target population is children and youth, age's birth to 21 who are in the care and custody of CFSA. Some of the children may be served by child placing agencies outside of CFSA, Children/youth will reside in both Maryland and the District of Columbia. The needs of children will include those typical with children and/or youth who have been in the foster care system and have experienced trauma, multiple placement moves, delayed permanency, and neglect and/or abuse.

C.5 REQUIREMENTS

- C.5.1** Services provided by Medicaid Providers shall be billed to Medicaid.
- C.5.2** For those services that are Medicaid eligible, preferences will be given to DC Medicaid providers, Contractor are encouraged to complete the certification process and enroll as a DC Medicaid Provider. CFSA will assist the providers in becoming a DC Medicaid provider. CFSA will evaluate the contractor's progress towards becoming a DC Medicaid provider during the base year of the contract. This progress may be a determining factor in deciding whether to exercise any future option years.
- C.5.3** The contractor shall provide Mental Health Services to children/families who have active CFSA cases with an active CFSA client identification number, as requested by CFSA. The Contractor shall provide these services to caregivers, involved family members and any other child/children's ongoing care and development. CFSA will not render payment for closed cases.
- C.5.4** The Contractor shall not permit videotaping when providing treatment services for CFSA children and families.
- C.5.5** The Contractor shall ensure that all its employees and subcontracting staff who provide mental health services under this contract are qualified, licensed practitioners. The following is an exclusive list of practitioners who shall be considered "qualified" by CFSA for services performed under this contract: Psychiatrist, Licensed Clinical Social Worker, Licensed Professional Counselor, Psychologist or Advance Practice Registered Nurses. Licensed

graduate social workers may provide counseling and psychotherapy under the supervision of a Licensed Clinical Social Worker, Certified Sex Offender Treatment Provider.

- C.5.6** The Contractor shall participate in an authorization process in order to provide services to children and families associated with CFSA.
- C.5.7** The Contractor shall provide to the Contract Administrator (CA), identified in Section G copies of all progress notes, treatment plans and monthly reports on each client prior to payment being made for services provided to that client.
- C.5.8** The Contractor shall attempt to establish contact with the child within twenty-four (24) hours of referral and shall provide the CA a preliminary report on the status of the case within 5 days of making contact, including the status of the contact made, the plan for future appointments, and other related information.
- C.5.9** The Contractor shall notify the CA in writing within 5 business days of all unsuccessful client contact effort.
- C.5.10** The diagnostic assessment shall be conducted once a year for each child before mental health treatment is initiated. A Diagnostic Assessment shall determine whether the child is appropriate for and can benefit from mental health treatment, based upon the child's diagnosis, presenting problems and recovery goals. The Diagnostic Assessment shall also evaluate the child's level of readiness and motivation to engage in treatment.
- C.5.11** A written Diagnostic Assessment report with diagnosis and treatment recommendations shall be provided to the CA and assigned social worker 30 days of the initial interview with the client.
- C.5.12** The Diagnostic Assessment shall also include the demographic data, date of first appointment and specific assessment tools used in a detailed format and recommended treatment. Assessment and treatment are subject to applicable professional standards and best practice concerning such collaboration and assessments.
- C.5.13** The Contractor shall provide therapy and/or counseling for children and adults in accordance with the client's established treatment plan. The Contractor shall adhere to the approved treatment plan and must review any changes to the treatment plan with the client's social worker and caregiver. If services are recommended at the development of the treatment plan, the Provider shall identify the service needed not a particular vendor unless specifically requested by Clinical and Health Services.
- C.5.14** The Contractor shall be able to provide services to children with developmental disabilities.
- C.5.15** The Contractor shall provide services to CFSA client regardless of race, gender, religion, sexual orientation or cultural identity.
- C.5.16** The Contractor shall not engage in corporal punishment or physical restraint of any type.

- C.5.17** The Contractor provider shall participate in treatment team meetings (in-person or telephonically) relating to each client in accordance with the utilization management schedule established in the Placement Administration at CFSA. Such meeting shall include each mental health professional that is involved in the case, either by providing services or in participating in the formation of the comprehensive assessment report or any other assessment.
- C.5.18** Contractor shall only attend court hearings if subpoenaed by the court or requested by the Office of Attorney General in writing. Court appearance will be paid a flat rate; exclusive of commute time.
- C.5.19** The Contractor shall inform the CA in writing of any disagreement regarding the need for continued treatment services, appropriateness of certain types of treatment, concerns or questions regarding invoicing or payment, or any other disagreement concerning the applicability or interpretation of services to be rendered. The Contractor may request a staffing meeting to discuss the issues and attempt to reach a mutually satisfactory resolution. The CA shall inform the Contracting Officer in writing of any such requests and shall work with the Contracting Officer to decide the most appropriate means of resolution.

C.6 LOCATION OF SERVICES/FACILITY REQUIREMENTS

The Contractor shall provide on-site services at the Contractor's primary facility and/or off-site in the community, providing that the designated location of the service is an environment conducive for the provisions of therapeutic services. As appropriate, the Contractor shall provide services in the residential dwelling of CFSA children/families or in the community, providing that the dwelling is one that presents no environmental risks and safety hazards, poses no elements of immediate danger for the children, caregivers and their involved family members and the service provider. The Contractor's primary facility, if utilized for the provision or services to the client, shall be appropriately zoned and licensed for such purposes and shall comply with all applicable laws, including but not limited to the Americans with Disabilities Act, and all licensing, permitting and Certificate of Occupancy requirements. Contractor shall develop an emergency exit plan and shall develop a contingency plan for an alternative facility in the event the facility is deemed inappropriate for any reason.

C.7 STANDARDS OF PERFORMANCE

The Contractor shall comply with all Federal, State and local laws currently in effect or in effect during the period of the contract and any associated task order, if applicable, and shall ensure that all foster care families, social worker staff, subcontractors or agents comply with the appropriate laws and professional standards when providing services under this contract. The Contractor shall at all times act in good faith and in the best interests of CFSA, use its best efforts, and exercise all due care and sound business judgment in performing its duties under this contract.

C.8 REFERRALS

- C.8.1** The Contractor will receive referrals from a Resource Development Specialist (RDS) within CFSA's Placement Administration. Through the Placement Administration's utilization

management process, there will be placement and service needs identified and linkages to the Contractors for services. Contractor will receive services authorizations from the RDS to include units approved.

C.8.1 The Contractor shall be required to accept all authorized referrals from the RDS or CA for services covered under this contract, consistent with the quantity limitations set for in this contract, the qualifications of the Provider to render such services, and all other requirements of this contract.

C.8.2 The Contractor shall only accept and process referrals that have been submitted to the Provider by the RDS or CA. All referrals shall be in writing. CFSA shall not be responsible for payment for any services rendered that are not the result of a referral from the CA or RDS, regardless of the identity of the referring agency or source, or the legal status of the child (ren), youths or family (ies) being served.

C.8.3 No Shows

The maximum cost allowed per contract year for no shows is \$500.00. The No Shows only cover missed appointments (i.e. there was no prior notification to the provider). Cancelled appointments are not considered no shows and will not be billable.

SECTION D: PACKAGING AND MARKING

- D.1** The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)

SECTION E: INSPECTION AND ACCEPTANCE

E.1 The inspection and acceptance requirements for the resultant qualification shall be governed by clause number (6), Inspection of Services, of the government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year with (3) additional one year option periods, from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of three (3) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed four (4) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Number	Deliverable	Qty.	Format/Method of Delivery	Due Date	To Whom
1	Preliminary Report on referral Groups 1-4	1	Hard copy/Telephone	5 days from Contact with CA	CA and assigned CFSA social worker
2	Diagnostic Assessment report Groups 1- 3	1	Hard Copy	Provided to CA 30 days of the initial interview with client	CA and assigned CFSA social worker
3	Unusual Incident Mandatory Reporting Groups 1 – 4	1	By Telephone, followed in written format within 72 hours.	24 hours hotline	CA and assigned CFSA social worker
4	Mandatory Reporting Groups 1 – 4	1	Hard Copy	Within 24 hours written report	CA and assigned CFSA social worker

5	Progress Report Groups 1 – 3	1	Hard Copy	Monthly with invoice	CA and assigned CFSA social worker
6	Mental Health Evaluation Groups 4	1	Hard copy	Within 30 days of evaluation /testing.	CA and assigned CFSA social worker

F.4.1 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.

F.4.2 Progress reports, which shall be submitted monthly by the provider, shall include licensure of social worker or service provider, description of services provided, time and duration of service provided, location of service provided, as well as the name, client ID, of the child to whom services were provided. The progress report shall also include the following:

1. Name of Client
2. Date of Birth
3. Session dates for the month
4. Diagnosis (DSM-IV number code is acceptable)
5. Treatment modality
6. Short term goals (goals must be measurable)
7. Long term goals (goals must be measurable)
8. Progress towards each goals
9. Barriers in achieving goals
10. Prognosis
11. Recommendations and reasons for further treatment

Note: All of the above information shall also be maintained in the client's case file.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th 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 CA specified in Section G.9 below. The address of the CFO is:

Child and Family Services Agency
Agency CFO/Fiscal Operation Office
200 I Street, S.E., Suite 2030
Washington, DC 20003

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.4 PAYMENT

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

- G.6.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or

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

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

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

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

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

Contract and Procurement Administration
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street, S.E., Suite 2031
Washington, DC 20003
(202) 724-5300

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINSTRATOR (CA)

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

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

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

G.9.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Kristal Thomas
Clinical Support Contract Liaison
Office of Clinical Practice
Child and Family Services Agency
400 6th Street, S.W.
Washington, D.C. 20024
(202) 442-4169 (desk phone)
(202) 727-7772 (fax)
Kristal.thomas@dc.gov

G.9.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

G.10.1 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.10.2 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.10.3 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.

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. No. 2005-2103 Rev. 12, dated June 13, 2012, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

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

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

H.5.3 The Contractor shall submit to DOES, no later than the 10th 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.
- 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.
- 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 proposal, a notarized statement

detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

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

- H.9.3.1 The dollar amount of the contract or procurement;
- H.9.3.2 A brief description of the goods procured or the services contracted for;
- H.9.3.3 The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4 Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Subcontractor Standards

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

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 CONTRACTOR RESPONSIBILITIES

- H.10.1 The Contractor shall be knowledgeable of and sensitive to the issues of child abuse and neglect, including the needs and concerns of the children, families and caregivers. The Contractor shall be knowledgeable of and experienced with crisis intervention techniques and anger management.

H.10.2 UNUSUAL INCIDENTS

H.10.3 The Contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four hour Hotline: 202-671 SAFE (7233).

H.10.4 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.
- e. All written policies shall be kept on file.

H.10.4 The Contractor's director or other designated staff shall complete an Unusual Incident Report, 1243, and ensure delivery is completed via fax or personal delivery to the CA within (24) hours of the occurrence of an incident.

H.10.5 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.11 MANDATORY REPORTING

H.11.1 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse, neglect or fatality, 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 (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).

H.11.2 The Contractor shall ensure that notification is made within (24) hours to the assigned CA and Social Worker.

H.11.3 The Contractor shall ensure that any staff member who believes that a resident is in serious and immediate danger shall take immediate steps to protect the resident including, as appropriate, removing the resident from the danger.

H.11.4 The Contractor shall ensure that the written report shall include, but need not be limited to, the following information if the person making the report knows:

- a. The child/children who is the subject of the report
- b. Each of the child/children siblings; and

- c. Each of the child/children parents or other persons responsible for the child/children's care
- d. The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
- e. All other information which the person making the report believes may be helpful in establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect; and
- f. If the source was required to report under this subchapter, the identity and occupation of the source how to contact the source and a statement of the actions taken by the source concerning the child/children.

H.12 CONTRACTOR LICENSURE CLEARANCES

- H.12.1** The Contractor shall maintain documentation that its staff (employees, volunteers and consultants) possess adequate training, qualifications, and competence to perform the duties to which they are assigned, and hold current licenses or certifications as appropriate.
- H.12.2** The Contractor shall ensure that its staff having direct contact with children have been cleared through the District's Child Protection Register and have resided for the five years prior to employment under this contract, and the District of Columbia.
- H.12.3** The Contractor shall immediately provide to the CA copies of the results of all Child Protection Register and criminal background checks. The agency programs in conjunction with the CFSA's General Counsel, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Provider on this contract, except that persons having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, drug possession or drug distribution shall not under any circumstances have direct contact with children while working for Contractor under this contract.

H.13 STAFF REQUIREMENTS

- H.13.1** The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which must be included in the project files and be available for inspection on request by CFSA. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable.
- H.13.2** The Contractor shall maintain an individual personnel file for each project staff member funded by this contract which shall contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct

relating thereto, and reason if terminated from employment. All personnel materials shall be made available to CFSA upon request.

H.13.3 The Contractor shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.

H.13.4 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.

H.14 CREDENTIALS

H.14.1 Sex Offenders Treatment Program:

- a. Licensed master level clinicians or doctorate level licensed psychologists with license or certification as a sexual offender treatment provider (LSOTP/CSOTP) with at least 5 years' experience in providing treatment to juveniles and adults charged with sexual offenses.

H.14.2 Family therapy (Standard):

- a. Licensed master's level clinicians or licensed professional counselors with at least 5 years' experience in providing treatment to individuals suffering from most Axis I mental disorders and family work.

H.14.3 Medication Management:

- a. Board certified licensed Child and Adolescent Psychiatrist with 5 years' experience.

H.14.4 Trauma Focused Therapy Cognitive Behavioral Therapy (TF-CBT): Providing therapy services for children affected by major traumatic events.

- a. Masters level licensed clinicians or doctorate level licensed clinical with certification in TF-CBT and at least 5 years' experience providing treatment to children and adolescents.

H.14.5 Behavior Modification Therapy/Applied Behavioral Analysis:

- a. Masters level clinicians and clinical psychologist with certification in ABA and at least 5 years' experience in providing treatment to children.

H.14.6 Psychological and Psycho-Educational Evaluations:

- a. Board certified licensed doctorate level Clinical child and adolescent Psychologist with at least 5 years' experience in clinical and educational testing.

H.14.7 Psychiatric Evaluations:

- a. Board certified licensed child and adolescent psychiatrist with at least 5 year experience in the field.

H.14.8 Neuropsychological Evaluations:

- a. Licensed clinical neuropsychologist with at least 8 years' experience administering neuropsychological assessments to children and adolescents.

H.14.9 Psychosexual Evaluation:

Licensed clinical psychologist or licensed clinical social worker with specialized training in assessing and treating sexual deviancy in children and adolescents and with at least 8 years' experience.

H.14.10 Group Therapy

- a. Licensed masters level clinician or licensed clinical psychologist with least 5 years' experience in field, board certified psychiatrist with at least 8 years' experience in the field group dynamics.

H.14.11 Play Therapy:

- a. Certified play therapist with at least 5 years' experience working with children who have suffered trauma (s).

H.14.12 Art Therapy:

- a. Certified art therapist with at least 5 years' experience working with children who have suffered trauma(s).

H.14.13 Dialectical Behavior Therapist (DBT):

- a. Licensed clinical social worker or licensed doctorate level psychologist with a certification in DBT with at least 5 years' experience.

H.14.14 Dyadic Developmental Psychotherapy:

- a. Licensed clinical social worker or licensed doctorate level psychologist with in DBT training in Dyadic Developmental Psychotherapy with at least 5 years of experience working with children and adolescent with complex trauma and attachment disorders

H.14.15 Multisystemic Therapy:

- a. Licensed MST provider.

H.14.16 Functional Family Therapy:

- a. Certified FFT provider.

H.14.17 Child Parent Psychotherapy:

- a. Master level or doctorate level clinician with training/certification in Child Parent Interactive therapy.

H.14.18 Parent Child Interactive Therapy:

- a. Master level or doctorate level clinician with training/certification in Child Parent Interactive Therapy.

H.15 RECORDS

H.15.1 The Contractor shall at all times maintain accurate records reflecting initial and periodic assessments. Records shall be available for review at all times by CFSA staff responsible for monitoring the projects. The Contractor shall also maintain current and accurate records regarding administrative activities, including personnel, contracting and financial and facility records. Financial records shall be maintained in a format consistent with Generally Accepted Accounting Principles (GAAP). At any time during the period under the contract, the Contracting Officer may approve the inspection of any and all records maintained pursuant to it. Such inspection may take place by any authorized officials of the Government of the District of Columbia, or specifically, the Child and Family Services Agency, and may be either announced or unannounced. In the event of announced visits, the Contractor may be granted a period, not to exceed five (5) business days, to prepare records for inspection.

H.16 CONTRACT TRANSITION PERIOD

- H.16.1 In the event of either termination or pending expiration of this contract, the Contractor 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.16.2 The CA shall provide the Contractor, 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 transitioned to a new contractor with anticipated dates.
- H.16.3 During the Transition Period the contractor shall cooperate with the CA to ensure that all clients are transitioned.
- H.16.4 The Contractor shall continue to provide the services as described in this contract during the Transition Period. The Contractor shall continue to follow the billing procedures outlined in Section G of this contract.

- H.16.5 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 contract, the Contractor is to submit the final invoice within 30 days of the contract.
- H.16.6 The Contractor shall submit all client records to the CA after the expiration of the contract or transition period.
- H.17 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR PROVIDERS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**
- H.17.1 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The contractor shall request criminal background checks for the following positions: All individuals providing direct service to the child, including volunteers.
- H.17.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Provider shall request traffic records for the following positions: All positions that come into direct contact with children.
- H.17.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.17.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position on or a volunteer position.
- H.17.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
 - (B) a written confirmation stating that the Provider has informed him or her that the District is authorized to conduct a criminal background check;
 - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

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

H.17.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.17.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on 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.17.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.17.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.17.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.17.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA.
- H.17.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.17.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the Contracting Officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.17.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.17.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.17.16 Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.17.1 and H.17.2.

H.18 AUDITS AND RECORDS

- H.18.1** As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form.

H.18.2 Examination of Costs. If this is a cost-reimbursement, incentive, time-and-materials, labor-hour, or price redeterminable contract, or any combination of these, the Contractor shall maintain and the CO, or an authorized representative of the CO, shall have the right to examine and audit all records and other evidence sufficient to reflect properly all costs claimed to have been incurred or anticipated to be incurred directly or indirectly in performance of this contract. This right of examination shall include inspection at all reasonable times of the Contractor's plants, or parts of them, engaged in performing the contract.

H.18.3 Cost or pricing data. If the Contractor has been required to submit cost or pricing data in connection with any pricing action relating to this contract, the CO, or an authorized representative of the CO, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data, shall have the right to examine and audit all of the Contractor's records, including computations and projections, related to:

- a) The proposal for the contract, subcontract, or modification;
- b) The discussions conducted on the proposal(s), including those related to negotiating;
- c) Pricing of the contract, subcontract, or modification; or
- d) Performance of the contract, subcontract or modification.

H.18.4 Comptroller General

H.18.4.1 The Comptroller General of the United States, or an authorized representative, shall have access to and the right to examine any of the Contractor's directly pertinent records involving transactions related to this contract or a subcontract hereunder.

H.18.4.2 This paragraph may not be construed to require the Contractor or subcontractor to create or maintain any record that the Contractor or subcontractor does not maintain in the ordinary course of business or pursuant to a provision of law.

H.18.5 Reports. If the Contractor is required to furnish cost, funding, or performance reports, the CO or an authorized representative of the CO shall have the right to examine and audit the supporting records and materials, for the purpose of evaluating:

- a) The effectiveness of the Contractor's policies and procedures to produce data compatible with the objectives of these reports; and
- b) the data reported.

H.18.6 Availability. The Contractor shall make available at its office at all reasonable times the records, materials, and other evidence described in clauses H.X.1 through H.X.5, for examination, audit, or reproduction, until three (3) years after final payment under this contract or for any shorter period specified in the solicitation, or for any longer period required by statute or by other clauses of this contract. In addition:

- a) If this contract is completely or partially terminated, the Contractor shall make available the records relating to the work terminated until three (3) years after any resulting final termination settlement; and

- b) The Contractor shall make available records relating to appeals under the Disputes clause or to litigation or the settlement of claims arising under or relating to this contract until such appeals, litigation, or claims are finally resolved.

H.18.7 The Contractor shall insert a clause containing all the terms of this clause, including this section H.X.7, in all subcontracts under this contract that exceed the small purchase threshold of \$100,000, and:

- a) That are cost-reimbursement, incentive, time-and-materials, labor-hour, or price-redeterminable type or any combination of these;
- b) For which cost or pricing data are required; or
- c) That requires the subcontractor to furnish reports as discussed in H.X.5 of this clause.

H.19 HIPAA PRIVACY COMPLIANCE

H.19.1 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 _____ as a recipient of Protected Health Information or electronic Protected Health Information from CFSA, 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 Contractor 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