

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Child and Family Services Agency



CONTRACTS AND PROCUREMENT ADMINISTRATION

BLANKET PURCHASE AGREEMENT: DCRL-2014-A-0029 COMPETING ADOPTIONS PETITION

1. Extent Of Obligation:

The Government of the District of Columbia is obligated only to the extent that authorized purchases are actually made under the Blanket Purchase Agreement (BPA), and is not obligated to place future orders. (Title 27 of the District of Columbia Municipal Regulations (DCMR), Chapter 18, Section 1810.2 (a) (c); 1811.2 (b))

- a) Delivery or performance shall be made only as authorized by orders. Authorized orders maybe in the form of a Purchase Order. 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 the price schedule. The District will order at least the minimum quantity specified in the price schedule.
- 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 the expiration date of the contract.
- d) The Contractor shall not provide any services under this agreement until sufficient funding to cover the cost of the requested services has been issued.

2. Notice Of Individual(s) Authorized To Place Orders Under The BPA:

- 2.1 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:
- 2.2 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;

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- 2.3 Coordinating site entry for Contractor personnel, if applicable;
- 2.4 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;
- 2.5 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
- 2.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.
- 2.7 The address and telephone number of the CA:

Ritu Atwal
Family Resources Division
Child and Family Services Agency
200 I St SE, 3rd Floor
Washington, DC 20003
Phone: 202-727-3777
Ritu.Atwal@dc.gov

3. SCOPE OF SERVICES

3.1 SCOPE OF WORK:

- 3.1. A The DC Child and Family Services Agency (CFSA), serves as the referral source (under this contract) to the child-placing agency licensed in the District of Columbia, the State Maryland and the State of Virginia, to complete Foster/Adoption Training, Adoption Home Studies, Foster/Adoption Licensure, and the Final Report and Recommendation for adoption petitioners, when they have filed a Competing Adoption Petition for a ward of the District of Columbia.
- 3.1. B The contractor shall be licensed in all three jurisdictions – District of Columbia, Maryland and Virginia. Contractors that have existing contracts with CFSA to conduct home study licensing in either Maryland or Virginia are not eligible to receive an award due to the potential conflict of interest.
- 3.1. C The contractor shall not discriminate against persons eligible for services on the basis of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.
- 3.1. D The Contractor shall establish a system to receive, track, initiate services and report progress on the Foster/Adoption Training, Foster/Adoption Licensure, Adoption Home

Study, and the Final Report and Recommendation for each Competing Adoption Petition completed under this Contract.

3.2 Order of Reference and Competing Adoption Petition

- A. The Contractor shall conduct an investigation as required by D.C. Code Ann § 16-307 and the adoption regulations of the District of Columbia. The Contractor shall assign a licensed (MSW) Social Worker to schedule and conduct an initial home visit and an interview with the petitioner within five (5) business days of receiving the Order of Reference for the Competing Adoption Petition.
- B. The Contractor shall schedule and provide the Foster Parent/Adoption Training necessary to meet the Licensure requirements; initiate and complete an Adoption Home study and the Final Report and Recommendation for each Competing Adoption Petition in the jurisdiction in which the petitioner resides, in accordance with the standards and procedures as regulated in the jurisdiction in which the Petitioner resides.
- C. Upon receipt of the Order of Reference and the Competing Adoption Petition, the Contractor shall immediately review the document in its entirety for accuracy, knowledge, instructions, and dates of when the Interim Report must be filed in Court. The Contractor shall submit the Interim Report to the court by the date listed in the Order of Reference. The Contractor shall submit all Interim Reports in the format provided by CFSA (see attachment No.1). The Interim Report should be submitted to the Case Practice Specialist (if available) and or the CA.
- D. The Contractor shall submit the interim report to the Contract Administrator (CA), for review and approval 10 days prior to the report being submitted to court.
- E. The information contained in the Interim Report must address each lettered paragraph outlined in the Order of Reference, and none shall be omitted. The Contractor must submit all information in the Interim Report in the order in which it is outlined in the Order of Reference.
- F. Upon receipt the Order of Reference and the Competing Adoption Petition the Contractor shall immediately review the document in its entirety for accuracy, knowledge, instructions, date and time of when the Final Report and Recommendation is due in Court. The Final Report and Recommendations shall contain information set forth in SCR-Adoption Rule 7(d), be accurate, detailed, and shall address each paragraph outline in the Order of Reference and none shall be omitted. The Final Report and Recommendation shall be submitted to the Court in the format and provided by CFSA (see attachment No.2).

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- G. The Contractor shall submit the Final Report and Recommendation to the Contract Administrator for final review and signature by the Director of CFSA, thirty (30) days before the date it is due to the Court. The Director's name and title shall appear as follows:

Director's Name:
Director
Child and Family Services Agency

- H. If the Contractor is unable to complete the Foster/Adoption Training, Adoptive Home Licensure, Home Study and the Final Report and Recommendations by the date provided by the court, the Contractor must submit a Status Report to the Court detailing the barriers that have prevented the contractor from completing the Final Report/Recommendation. The Status Report should also include what, if any, documents are outstanding, efforts to gain possession of the outstanding documents; the contractor's plan to alleviate the issues that prevent the Final Report and Recommendation from being submitted on time, and the date that the Final Report and Recommendation will be submitted to the court. The status report is due to CFSA ten (10) days before it is due in court for review and approval by CFSA.
- I. The Contractor must review and respond to all Court Orders related to the Competing Adoption Petition and provide the requested information to the court by the time frame listed in the order.
- J. The Contractor shall review all Court Orders related to the Competing Adoption Petition and familiarize themselves with the dates and times that they are expected to attend the Initial Hearing, Status Hearing, Evidentiary Hearing, Fitness Hearing, and other court related matter, as ordered by the court.
- K. Contractor shall prepare a Status Report and attend all scheduled Court Hearings related to the Competing Adoption Petition, and should be prepared to testify in the matter, if necessary.
- L. For each referral, during the initial visit the assigned Social Worker shall secure a signature of each adoptive applicant to indicate his/her plan to comply with the regulatory requirements (when applicable). Additionally, the Social Worker shall obtain signature authorizations and complete finger prints, identification, etc. to conduct the Child Protective Services Registry check, FBI fingerprint, and local police background clearances on each applicant and household member eighteen (18) years of age and older. The supporting documents as required for this section of the contract shall include, but not be limited to:
1. A listing of each household member with his/her date of birth, (copy of birth certificate for all household members);
 2. A listing of each initial and subsequent face to face applicant contact;

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3. A copy of the applicant's signed agreement to comply with the regulatory requirements;
 4. A copy of the secured signatures to conduct background clearances for each household member eighteen (18) years of age and older, and;
 5. The name and contact information for the assigned social worker, a copy of his/her license, applicants assigned, and the date of assignment;
 6. A copy of a signed checklist by applicant and assigned licensing social worker of required documents for licensure with target dates of submission to Contractor;
 7. A copy of all license requirements based on the jurisdiction in which the petitioner resides.
- M. The Contractor shall in consultation with the applicant establish a routine meeting schedule to maximize applicant availability to complete the home study approval/denial assessment process (when applicable), and the Final Adoption Report and Recommendation.
- N. The Contractor shall ensure that background clearances are current and not more than one hundred ten (110) days old by the time of issuance of license and should not expire within sixty (60) business days of submitting the Report and Recommendation (when applicable).
- O. The Contractor shall submit an initial written progress report and supporting documentation to the CA within thirty (30) business days of receipt of the Competing Adoption Petition to indicate the current status of completing training, licensure, home study and the Final Report and Recommendation. The Contractor must submit a monthly Progress report to the CA.
- P. The Contractor shall only submit an invoice to claim payments for initial foster/adoptive services after the Contractor completes section 3.2 of this contract and provides supportive documentation to the CA.

3.3 Full Home Study and Licensing Services

- A. The Contractor shall contact the petitioner(s) with five (5) business days of receiving the Competing Adoption Petition and Order of Reference, and enroll them in the Foster/Adoptive Parent Training (when applicable). The Contractor shall ensure that the Petitioner(s) complete the necessary training to meet licensing requirements.
- B. The Contractor shall conduct a minimum of four face-to-face visits with the applicant at their home over the course of the home study and licensing process (when applicable).
- C. The Contractor shall arrange for the local fire department to conduct a fire inspection of the applicant's home, provided that the local fire department

conducts such inspections. The Contractor shall have, from the local fire department, a written approval documenting the home fire inspection. If the local fire department does not conduct such fire inspections, the Contractor shall conduct a fire safety inspection of the home and make a written report of its findings. In such cases, the Contractor shall maintain in its files a written statement from the local fire department, that local policy does not require fire inspections.

- D. The Contractor shall arrange to have a lead inspection conducted by a certified lead inspector in accordance with the requirements of the State in which the Petitioner(s) resides.
- E. The Contractor shall maintain a cooperative and supportive relationship with the Petitioner (s) to increase the favorable submission of all required documents necessary for approval.
- F. The Contractor shall perform all necessary duties and supportive activities to ensure completion and receipt of all required documents from the applicant in order to achieve the outcome of full foster/adoptive/kinship licensure within one hundred ten (110) calendar days from date of receipt of the Order of Reference for the Competing Adoption Petition.
- G. The Contractor shall submit a written Progress Report to the CA thirty (30) days after receiving the Competing Adoption Petition and Order of Reference informing CFSA whether or not the home can be licensed and, if there is a child in the home, whether or not the child needs to be moved out of the home, status of the Petitioner's training, and any barriers that prevent the home from being licensed. The report shall also include efforts and time frame to resolve these barriers.
- H. The Contractor shall complete and submit to CFSA a complete full home study (when applicable) for initial licenses for CFSA approval with all the elements noted in SAFE, approval/denial recommendation and supporting documentation packet, as required under this contract to the CA within one hundred ten (110) calendar days of obtaining acceptance signatures outlined in this section. The supporting documents for an approval recommendation shall include, but not be limited to, the assessment results of the following, and shall be maintained in the case record for review by CFSA and/or the jurisdiction in which the petitioner resides.:
 - 1. Fire inspection conducted by the authorized fire official of the local jurisdiction and proof of smoke detector,
 - 2. Local, FBI and Child Protective Registry Clearances for all household members eighteen (18) years old and older consistent with an applicant's local jurisdiction regulatory requirements,
 - 3. Medicals for every household member consistent with an applicant's local jurisdiction regulatory requirements,

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4. Certificate of completion for thirty (30) pre-service hours PS-MAPP training or national recognized and evidence based training modality.
 5. CPR and First Aid Certification for each applicant,
 6. For homes built prior to 1978, a lead paint inspection for households with or authorized to receive a child under the age of six (6) years,
 7. Pet vaccination certification for households with pets,
 8. A valid picture identification of each applicant as issued by a government entity,
 9. Health and Sanitation Inspection,
 10. Posted Evacuation Plan,
 11. Personal References [minimum of three (3)],
 12. School references of bio-children of prospective foster/adoptive/kinship parent,
 13. Description of general patterns of family life that support a recommendation of licensure, including but not limited to parenting skills, family history, discipline techniques.
- I. CFSA shall review the proposed recommendation and respond to the Contractor within five (5) business days. If CFSA does not accept the Contractor's decision to approve the home study, CFSA shall provide the Contractor with a list of any issues or documents that are missing from the home study report and the Contractor shall provide the additional information to CFSA within one business day. If the Contractor recommends denying the home study and CFSA disagrees with the Contractor's recommendation, CFSA and the Contractor shall work together to seek resolution of any deficiencies that are preventing approval of the home study.
- J. Within two (2) business days of receiving CFSA's agreement with the Contractor's recommendation to approve or deny the home study, the Contractor shall issue written approval/denial/closure notices to the foster/adoptive applicants that includes rights of appeal information. The Contractor shall issue the foster/kinship/adoptive applicants original approval/licensure certificates and provide the Contract Administrator and monitor with copies.
- K. If the Contractor denies a Home Study and CFSA is in agreement with it, the Contractor shall write a Status Report to the Court detailing the reasons why they are not approving the Home Study/Licensing and why they are not recommending the Adoption. The Contractor shall request that the Adoption Petition be dismissed with/without prejudice. The Status Report shall be submitted to the Case Practice Specialist for Review (if one is assigned) and for approval signature from CFSA. If there is Case Practice Specialist assigned to the Contractor then the Status report shall submitted to the CA.
- L. The Contractor shall secure and maintain in the case record the foster home agreement between the Contractor's agency and the foster family.

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- M. The Contractor shall ensure Petitioner(s) are provided with 24/7 emergency contact information for the Contractor's agency.
- N. The Contractor shall ensure training modalities for pre- and in-service trainings that meet CFSA training requirements for each Petitioner(s) consistent with the jurisdiction in which the family resides and District of Columbia regulatory requirements.
- O. The Contractor shall ensure a Social Worker or Social Worker Supervisor is available to attend a case conference that CFSA schedules to address approval barriers or recommended denial/closure actions.
- P. The Contractor shall submit to the Contract Administrator a monthly status report not later than the seventh (7th) business day of each month subsequent to initiating services related to Competing Adoption Petition. The report must include information about key progress, barriers, efforts to address the barriers, applicant's interest/disinterest and reason for interest/disinterest including changing family dynamics, financial status or capacity to address the needs of the children in their care, names of current cases, current # of Social Worker and Supervisors, barrier reduction efforts and the total number of completed home study approval/denial/closure recommendation packets submitted to CFSA during the preceding month. The report shall also document any other action taken on the Competing Adoption Petition
- Q. For full payment of services from CLIN 0001 – 0008 the contractor must submit complete an accurate SAFE or CFSA approved home study and Licensure within 110 days, and the Final Report and Recommendation within nine (9 months) of receipt of the Competing Adoption Petition. If there are any corrections needed they must be completed on or before the 110th day, or the home study shall be considered late.
- R. The Contractor shall only submit an invoice to claim payments for services related to the Competing Adoption Petition after the Contractor completes section 3.3 of this contract and provides supportive documentation to the Contract Administrator.

3.4 Renewal Foster /Adoptive Services (when applicable)

- A. The Contractor shall initiate reevaluation/renewal activities not less than one hundred twenty (120) calendar days before the expiration of a current license/approval date.
- B. The Contractor shall complete the Renewal Foster/Adoptive/Kinship Services approval recommendation fifteen (15) business days prior to the license expiration and thirty (30) days for proposed denials and closures prior to license expiration, and submit it with supportive documentation to the CFSA Contract Administrator (when applicable).

- C. The Contractor shall perform all necessary duties and supportive activities to ensure completion and receipt of all required documents from the applicant, in order to achieve the outcome of the petitioner (s) re-licensure within one hundred ten (110) calendar days.
- D. The Contractor shall ensure a re-evaluation of the petitioner(s) is conducted every year as part of the renewal process (when applicable). The re-evaluation shall include, but not be limited to, the stability of the home and any significant changes; the parents' ability to help the child reach his/her goals; as identified in the Case Plan the parents' skills in working with particular problems; and the parents' ability to work with the agency in meeting the needs of a child as identified in the Case Plan.
- E. The Renewal Foster/Adoptive/Kinship Service support documentation shall include, but not be limited to the assessment results in the following areas:
 - 1. Completion of an updated home study addressing each change within a foster/adoptive household's initial condition and environment,
 - 2. Verification that a foster care applicant has completed the required in-service training, as approved by CFSA. A minimum of nine (9) hours must be face-to-face and six (6) hours of training may be completed on-line.
 - 3. Local, FBI, and Child Protection Clearance for household members eighteen (18) years of age and older according to Virginia's 22 VAC 40-130-10 et seq. and applicable Title 29 DCMR, Chapter 60,
 - 4. Current CPR and First Aid Certifications (face-to-face, standard practice application only – including mouth-to-mouth resuscitation, choking training, etc.),
 - 5. Updated medicals,
 - 6. Updated pet vaccinations if required by local jurisdiction,
 - 7. A completed fire safety survey, and
 - 8. For a home where the Contractor could not conduct the renewal services, a detailed status report outlining each re-licensure barrier and specific activities with dates of all efforts performed to eliminate each barrier as identified.
 - 9. All background clearances (FBI, State and Child Protection clearances) must be renewed and results received, prior to expiration date of each document.
- F. The Contractor shall send to CFSA a recommendation to approve, deny, or close the updated home study and include a draft of the home study report. CFSA shall review the proposed recommendation and respond to the Contractor within five (5) business days. If CFSA does not accept the Contractor's decision to approve the updated home study, CFSA shall provide the Contractor with a list of any issues or documents that are missing from the draft home study relicensing report and the Contractor shall provide the additional information to CFSA. If the

Contractor recommends denying the updated home study and CFSA disagrees with the Contractor's recommendation, CFSA and the Contractor shall work together to seek resolution of any deficiencies that are preventing approval of the home study. If the deficiencies cannot be eliminated within 10 business days, the Contractor shall have the right to deny the home without further approval of CFSA. If CFSA grants permission for the denial or closure of the home; the home shall be monitored until the children are removed. If the applicants decide to appeal the decision to deny or close the home; the homes shall be monitored until a formal decision is rendered; if children are present.

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

3.5 Performance Outcomes and Indicators

- 3.5.1 Petitioners shall be trained, licensed and Home Study completed within guidelines. (95%)
- 3.5.2 Performance Indicator: Of all Petitioners trained, licensed, and Home Study completed the percentage licensed within 120 days. (95%)

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- 3.5.3 Performance Indicator: Of all homes relicensed, and Home Study Up-date, the percentage relicensed prior to expiration. (95%)
- 3.5.4 Competing Adoption Petition/ Order of References received by the Contractor shall result in adoption training, licensure, home study and Completed Final Report and Recommendation. (95%)
- 3.5.5 Performance Indicator: Of all of the Competing Adoption Petition received the percentage of the Final Report and Recommendation completed by the date provided by court.

3.6 CONTRACTOR STAFF REQUIREMENTS

- A. The Contractor shall employ and maintain sufficient staffing levels and individuals as required by the jurisdiction in which they are licensed based on caseload numbers and licensed capacity on staff composition and qualifications.
- B. The Contractor shall ensure that a staff person, or subcontractor, employed under this contract obtains and maintains a current satisfactory local, FBI and Child Protective Registry clearance; and certification/licensure to practice social work services in accordance with the requirements of the District of Columbia, State of Maryland, and the Commonwealth of Virginia, federal and local law/regulation.
- C. The Contractor shall ensure that each staff person, or subcontractor, employed under this contract is credentialed consistent with the requirements of the District of Columbia, State of Maryland and the Commonwealth of Virginia and has sufficient work knowledge, experience and ability to perform his/her assigned duties according to federal, state and local mandates.
- D. The Contractor shall participate and be responsive to related contract monitoring activities by CFSA's Contract Management Division (CMD).

3.7 UNUSUAL INCIDENTS:

- 3.7.1 The contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four (24) hour Hotline: 202-671 SAFE (7233).
- 3.7.2 The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, which include;
 - (a) Accident/s involving clients or staff on duty;
 - (b) A loss of any utility, including but not limited to, power, water, or sewage
 - (c) Any condition which results in the facility's closure and
 - (d) Any other occurrence or event which substantially interferes with the client's health, welfare, living arrangement, or wellbeing, or in any way places the client at risk.

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3.7.3 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 and the FLD within (24) hours of the occurrence of an incident.

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

3.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

3.8.1 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 that provide services under this contract. Contractor shall submit a list to the CA.

3.8.2 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 Contractor shall request traffic records for the following positions: all positions which have direct or unsupervised contact with children.

3.8.3 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.

3.8.4 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 or a volunteer position.

3.8.5 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 Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime,

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

- (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 Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

3.8.7 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 probation before judgment or placement of a case upon a stet docket, or has been found not guilty

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by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses as described herein.

- (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.
- 3.8.8 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.
- 3.8.9 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.
- 3.8.10 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.
- 3.8.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA.
- 3.8.12 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.
- 3.8.13 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.
- 3.8.14 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.

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- 3.8.15 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.
- 3.8.16 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.
- 3.8.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- 3.8.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- 3.8.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- C.8.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

4 HIPAA PRIVACY COMPLIANCE

- 4.1 For the purpose of this agreement the **Child and Family Services Agency (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 **Applicant**, 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

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- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. 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.

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- m. *Privacy and Security Official.* The person or persons designated by the District of Columbia, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. *Privacy Officer.* The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- o. *Privacy Rule.* "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. *Protected Health Information.* "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium;Protected Health Information does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Security Officer.* The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. *Security Rule.* "Security Rule" shall mean the Standards for Security of

Individually Identifiable Health Information at 45 C.F.R. part 164.

- t. *Workforce*. “Workforce” shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

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

or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** or as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the, attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

1. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
 - m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.
3. Permitted Uses and Disclosures by the Business Associate
- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
 - b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
 - c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
 - d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent

with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

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

iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.

v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.

vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.

vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable

standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.

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

5. Sanctions

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

6. Obligations of the Covered Entity

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

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

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

Associate, in writing, and in a timely fashion;

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

9. Term and Termination

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

also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

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

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

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

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties

entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.

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

workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

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

If to the Business Associate, to:

If to the Covered Entity, to:

Child and Family Services Agency
Privacy Officer
200 I Street, S.E., 3rd Floor
Washington, D.C. 20003
Attention: Dionne M. Bryant

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall

address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.

- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Exhibit A *Identity and Procedure Verification* is attached by reference.

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

4.2.1 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 individual who provide services under this contract.

4.2.2 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 Contractor shall request traffic records for the following positions: all positions which have direct or unsupervised contact with children.

- 4.2.3 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.
- 4.2.4 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 or a volunteer position.
- 4.2.5 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 Contractor has informed him or her that the District is authorized to conduct a criminal background check;
 - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (D) 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;

(E) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(F) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

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

4.2.7 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 probation before judgment or placement of a case upon a stet
- (C) docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(c);
- (D) 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;
- (E) 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
- (F) 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.

Competing Adoptions Petition

- 4.2.8 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.
- 4.2.9 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.
- 4.2.10 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.
- 4.2.11 The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- 4.2.12 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.
- 4.2.13 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.
- 4.2.14 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.
- 4.2.15 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.
- 4.2.16 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.11.1 and H.11.2.
- 4.2.17 An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- 4.2.18 The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final

offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.

- 4.2.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- 4.2.20 Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

4.3 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.

4.4 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*.

4.5 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.*

4.6 **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.*

4.7 **CONFIDENTIALITY**

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

5. **Definitions:**

Covered Entities: Any District government agency, department, or program that furnishes information or renders services, programs, or activities directly to the public or contracts with other entities, either directly or indirectly, to conduct programs, services, or activities.

Single Award, Blanket Purchase Agreement (BPA): A streamlined contracting vehicle that CFSA makes available to all covered entities/offices. It consists of a roster of Contractors that are approved by the originating Contracting Officer on the basis of proposals submitted in response to a solicitation.

Offices: Agencies served by the District of Columbia Child and Family Services Agency (CFSA) that are authorized to issue orders.

6. **Deliverables:**

The Contractor shall have the ability to deliver requested services. The Contractor shall adhere to the specified requirements.

7. **Period of Performance:**

7.1 The period of performance shall be for a period of 365 days from Date of Award. Purchase orders issued by the District will expire at the end of each fiscal year. The expiration date of a purchase order has no effect on the delivery period of the actual BPA unless the purchase limitation amount has been met.

8. Option To Extend The Term Of The Blanket Purchase Order

8.1 The District may extend the term of this contract for a period up to five (5) **years** 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 a 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.

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

8.3 The price for the option period shall be as specified in the contract.

8.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed sixty (60) months.

9. Order For Services And Invoices:

9.1 Orders for services against this BPA will be placed via email, telephone or facsimile. CFSA will issue an order under this Agreement in writing, in the form of an electronic mail, facsimile, or paper purchase order. These will be considered direct ordering agreements made with the contractor.

9.2 Unless otherwise agreed to, all deliveries under this BPA must be accompanied by delivery tickets or invoices that must contain as a minimum, the contractor's name, address, invoice number, date, tax ID number, DUNS number, BPA and purchase order numbers, description of services, name and address of both the person to whom payment is to be sent, and the person to be notified in the event of a defective invoice.

Child and Family Services Agency
Fiscal Operations Administration
200 I St SE, Suite 2030
Washington, DC 20003
(202) 727-7456 (phone)

9.3 Direct all technical inquiries to the Contract Administrator (CA), Ritu Atwal, at (202)-727-3777.

9.4 The terms and conditions included in this BPA apply to all purchases made pursuant to this BPA and the District's Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts dated March 2007. In the event of an inconsistency between the provisions of this BPA and the Contractor's invoice, the provisions of this BPA will take precedence.

10. Certification, Submission And Payment Of Invoices:

- 10.1 **Certification of Invoices.** Upon receipt of a properly submitted invoice, it will be forwarded to the CFSA CA, who will certify the invoice and return it to the CFSA Fiscal Operations Administration for processing.
- 10.2 **Submission of Invoices.** The Contractor shall submit to the Agency Fiscal Operations an itemized invoice upon acceptance of services, every thirty (30) days, or upon expiration of the BPA, whichever occurs first, for all services for which payment has not been received. All invoices should be mailed to:

**Child and Family Services Agency
Fiscal Operations
200 I St. SE,
Washington, DC 20003**

The contractor may also submit invoices by e-mail to: cfsa.accountspayable@dc.gov

10.3 **Payment of Invoices.** 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. CFSA will only pay the Contractor for performing the services under this BPA at the prices stated in the Pricing Schedule.

11. INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

11.1 METHOD OF AWARD

- 11.1.1 The District reserves the right to accept/reject any/all quotes resulting from this solicitation. The Contracting Officer may reject all quotes or waive any minor informality or irregularity in quotes received whenever it is determined that such action is in the best interest of the District.
- 11.1.2 The District intends to award up to three (3) contract(s) resulting from this solicitation to the responsive and responsible bidder who has/have the lowest bid(s) per aggregate award group. If multiple awards are made the District reserves the right to reduce minimum quantities stated in section 13.

11.2 PREPARATION AND SUBMISSION OF BIDS

11.2.1 This solicitation will be conducted electronically via electronic mail (email) to aaron.holland2@dc.gov. To be considered, a bidder must submit its quote before the closing date and time. Paper, telephonic, and telegraphic quotes may not be accepted.

11.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

11.2.2 The District may reject as non-responsive any quote that fails to conform in any material respect to the BPA.

11.2.3 The District may also reject as non-responsive any quotes submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

11.2.4 The bidder must bid on all CLINs to be considered for this award. Failure to bid on all CLINs will render the bid non-responsive and disqualify the quote.

11.2.5 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

11.3 FAMILIARIZATION WITH CONDITIONS

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

11.4 WITHDRAWAL OR MODIFICATION OF QUOTES

A bidder may modify or withdraw its bid at any time before the closing date and time for receipt of quote.

11.5 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

11.5.1 Late Submissions

Child and Family Services Agency (CFSA) will not accept late quotes or modifications to quotes after the closing date and time for receipt of quotes.

11.5.2 Late Modifications

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

11.6 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

11.7 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the question electronically to the contracting officer and or contracting specialist. The prospective bidder should submit questions no later than *two (2)* days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than *two (2)* days before the date set for submission of quote. The District will furnish responses via email. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidder. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

11.8 PROTESTS

Any actual or prospective bidder or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten (10) business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite 350N, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the CO.

11.9 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation electronically via the District's E-Sourcing system's messaging process. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

11.10 BIDS WITH OPTION YEARS

The bidder shall include option period prices in its quote. A bid may be determined to be nonresponsive if it does not include option year pricing.

11.11 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

- 11.11.1 Name, address, telephone number and federal tax identification number of bidder;
- 11.11.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and
- 11.11.3 If the bidder is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

11.12 GENERAL STANDARDS OF RESPONSIBILITY

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

- 11.12.1 To be determined responsible, a prospective contractor must demonstrate that it:
 - (a) Has adequate financial resources, or the ability to obtain such resources, required to perform the contract;
 - (b) Is able to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments;
 - (c) Has a satisfactory performance record; Listing of current contracts relative to the commodity or services to be provided within the last three (3) years.

- (d) Has a satisfactory record of integrity and business ethics;
- (e) Has a satisfactory record of compliance with the applicable District licensing and tax laws and regulations;
- (f) Has a satisfactory record of compliance with labor and civil rights laws and rules, and the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.*;
- (g) Has, or has the ability to obtain, the necessary organization, experience, accounting, and operational control, and technical skills;
- (h) Has, or has the ability to obtain, the necessary production, construction, technical equipment, and facilities;
- (i) Has not exhibited a pattern of overcharging the District;
- (j) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- (k) Is otherwise qualified and is eligible to receive an award under applicable laws and regulations.

11.12.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

12. INSURANCE

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

prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

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

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

3. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

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

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administrator
Child and Family Services Agency
200 I St, SE
Washington, DC 20003
(202) 724-5300

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

13. Price Schedules- Option Periods:

**Aggregate Award Group One
 District of Columbia**

13.1 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
0002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
0003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
0004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
0005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
0006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
0007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
0008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.2 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
1002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
1003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
1004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
1005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
1006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
1007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
1008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.3 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
2002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
2003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
2004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
2005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
2006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
2007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
2008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.4 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
3002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
3003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
3004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
3005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
3006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
3007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
3008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.5 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
4002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
4003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
4004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
4005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
4006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
4007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
4008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

**Aggregate Award Group Two
 Maryland**

13.6 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
5001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
5002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
5003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
5004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
5005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
5006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
5007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
5008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.7 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
6001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
6002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
6003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
6004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
6005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
6006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
6007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
6008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.8 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
7001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
7002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
7003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
7004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
7005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
7006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
7007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
7008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.9 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
8001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
8002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
8003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
8004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
8005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
8006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
8007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
8008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.10 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
9001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
9002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
9003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
9004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
9005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
9006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
9007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
9008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

**Aggregate Award Group Three
 Virginia**

13.11 BASE PERIOD

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
10001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
10002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
10003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
10004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
10005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
10006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
10007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
10008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.12 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
11001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
11002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
11003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
11004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
11005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
11006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
11007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
11008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.13 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
12001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
12002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
12003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
12004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
12005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
12006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
12007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
12008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.14 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
13001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
13002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
13003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
13004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
13005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
13006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
13007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
13008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

13.15 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
14001	Initial home studies	\$_____ per EA	3	\$_____ per EA	10	\$_____
14002	Home study updates	\$_____ per EA	1	\$_____ per EA	8	\$_____
14003	Status reports	\$_____ per EA	12	\$_____ per EA	25	\$_____
14004	Court appearances	\$_____ per EA	4	\$_____ per EA	16	\$_____
14005	Interim report	\$_____ per EA	3	\$_____ per EA	15	\$_____
14006	Visits	\$_____ per EA	4	\$_____ per EA	16	\$_____
14007	Consultation	\$_____ per EA	1	\$_____ per EA	10	\$_____
14008	Final Report and Recommendation	\$_____ per EA	3	\$_____ per EA	10	\$_____
Total						\$_____

CFSA is requiring that you submit a signed copy of this Blanket Purchase Agreement (BPA) no later than 2:00 PM, Tuesday, January 14, 2013. Please return the completed BPA with prices quoted in the **PRICE SCHEDULE** to Aaron Holland via email at aaron.holland2@dc.gov or via facsimile at (202) 727-5886.

Please direct questions concerning this solicitation to Mr. Holland, who may be reached at (202) 645-5144.

CONTRACTOR: _____

 Name:

 Date

 Title:

Federal ID Number: _____

CHILD AND FAMILY SERVICES AGENCY:

Tara Sigamoni
Agency Chief Contracting Officer
(202) 724-5300
(202) 727-5886 (Fax)

Date