

**GOVERNMENT OF THE DISTRICT OF COLUMBIA**  
Child and Family Services Agency



CONTRACTS AND PROCUREMENT ADMINISTRATION

**BLANKET PURCHASE AGREEMENT**  
**Education Specialist**  
**DCRL-2014-A-0041**

**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).

- 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. PURCHASE LIMITATION /METHOD OF AWARD:**

The BPA shall not exceed \$ \_\_\_\_\_ through one year from date of award.

- 3. RESPONSE IS DUE BY: Thursday, December 12 , 2013 by 200 p.m.** and may be sent via: Fax (202) 727-5886, email [patricia.miller@dc.gov](mailto:patricia.miller@dc.gov) or hand-delivered or mailed to:

Child and Family Services Agency  
Contracts and Procurement Administration  
200 I Street, S.E., Suite 2031  
Washington, DC 20003

- a. If hand delivering BPA's, bidders are cautioned to **USE ONLY THE 2<sup>nd</sup> Street, S.E. Entrance**, also known as the CFSA Clinic entrance. **DO NOT GO TO THE LOADING DOCK OR MAIN LOBBY.** This is a secure access building and CFSA will ensure that staff is present at this location to ensure timely receipt of bids. Bidders are cautioned to allow sufficient time to locate parking. Bidders assume the risk of ensuring the bids are received prior to the date and time set for the receipt of bids. If the Bidder uses an entrance other than 2<sup>nd</sup> Street, S.E., CFSA does not guarantee that it will be able to reach the location in sufficient time to ensure timely receipt.

Child and Family Services Agency  
Contracts and Procurement Administration  
200 I Street, S.E., Suite 2031  
Washington, DC 20003

If you have any questions, please contact Patricia Lewis-Miller, Contract Specialist, at (202) 727-7584.

**4. PERIOD OF PERFORMANCE:**

One year from date of award, with (1) one year option period. Continuation of this BPA beyond the fiscal year is contingent upon future fiscal appropriations

**5. PRICE/COST SCHEDULE**

The Contractor shall provide all direct and indirect resources to provide the services in accordance to the specifications contained in this BPA and at the prices stated. This is a Fixed-Price BPA for the supplies/services to be performed at the unit prices specified in Section 5.1 of the Price Schedule.

**5.1 ONE YEAR FROM DATE OF AWARD**

<b>CONTRACT LINE ITEM NO. (CLIN)</b>	<b>SUPPLIES/ SERVICES</b>	<b>Price Per Unit</b>	<b>Minimum Unit (Hour)</b>	<b>Maximum (Hours)</b>	<b>Maximum Total Cost</b>
0001	Education Specialist		1	1645	

## **6. DESCRIPTION/SPECIFICATON/STATEMENT OF WORK:**

### **6.1 SCOPE OF SERVICES:**

The District of Columbia Child and Family Services Agency (CFSA), Office of Well Being (OWB), is seeking the services of an Education Specialist (Specialist) to respond to results of educational assessments administered to children/youth placed in out-of-home care. The specialist shall work in partnership with the CFSA education specialists and client case management teams. The specialist shall receive, review and analyze assessment results. Additionally, the specialist shall research educational interventions and provide written recommendations based on identified interventions to case management teams, assist in connecting clients with education resources, and monitor intervention implementation. The specialist shall follow-up on the academic status of each client by entering and updating existing OWB spreadsheets and FACES, CFSA's client information system.

### **6.2 BACKGROUND:**

Educational achievement and success are major areas of a child/youth's development and overall well-being. There is a general lack of knowledge about educational needs and proficiency levels of children/youth in out of home care individually and collectively. There is also uncertainty regarding which clients need the most help and how to help them. This position requires a person with extensive knowledge and experience in educational planning, consultation, and advocacy with families involved in the child welfare system. Specifically, the most skilled and experienced individual would possess knowledge and experience of the D.C. Child and Family Services Agency in working with child welfare clients focused on educational planning and consultation.

### **6.3 The Specialist shall:**

Identify and link clients to educational resources in the community as an agency liaison to identify clients when targeting interventions for support (e.g. education specialist working with high school students will know which clients should be identified for SAT prep), provide direct support to social workers and clients within a targeted population (e.g. clients performing above and below grade level), develop a comprehensive summary with recommended interventions and next steps and maybe required to provide direct monitoring of educational services to support the social worker.

#### **6.3.1 Major Responsibilities:**

6.3.1.1 The contractor shall receive and analyze academic assessment results, including communication of results to child/youth's team.

6.3.1.2 The contractor shall research and recommend interventions for students, including identification of target populations(e.g. 3<sup>rd</sup> graders, 9<sup>th</sup>–12<sup>th</sup> graders, students above/below grade level, etc.) to be addressed.

- 6.3.1.3 The contractor shall assist in managing volume of tutoring referrals for students below grade level including managing approvals, changes in hours and updating associated database.
- 6.3.1.4 The contractor shall follow up and monitoring of intervention implementation, including exploration and identification of successful interventions, and any barriers.
- 6.3.1.5 The contractor shall collect and analyze data to update existing spreadsheets, including data analysis to track student progress with interventions and to track changes/additions to interventions

**6.3.2 REQUIREMENTS**

- 6.3.2.1 The contract shall have a valid driver's license and ability to travel in the metro area.
- 6.3.2.2 The contractor shall have necessary clearance required by Child and Family Services Agency.

**6.4 LOCATION OF SERVICES:**

200 I Street, S.E., Washington, D.C.

**6.5 STANDARD OF PERFORMANCE**

- 6.5.1 The Contractor shall at all times act in good faith and in the best interest of CFSA, use its best efforts and exercise due care and sound business judgment in performing the duties under this contract.
- 6.5.2 The Contractor shall at all times comply with CFSA policies, procedures and directives as it pertains to providing services to our children, caregivers and involved family members.
- 6.5.3 The Contractor shall at all times act in accordance with the values, standards, and requirements of the professional code of conduct of medical professionals.
- 6.5.4 Upon signing the agreement and prior to starting work, the contractor and the District will jointly develop performance standards. The contractor shall be held to performance standards for daily performance.
- 6.5.5 The contractor's performance shall be measured through regular reviews by the CA.
- 6.5.6 The contractor's performance standards will be reviewed and updated periodically. In the event, the contractor is not meeting the mutually agreed upon performance standards, the Contractor Administrator (CA) will notify the Contracting Officer who will issue a notice to cure failure to perform. The contractor shall have ten (10) days upon receipt of the

notice to cure to correct the performance or the District may terminate the contract for default.

## **6.6 MANDATORY REPORTING**

- 6.6.1 The Contractor shall Comply with the provisions as cited in D.C. Law 22-2 and DC Code §4-1321.02.
- 6.6.2 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a client's health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the Child Abuse and Neglect Unit Located at 200 I Street, S.E. Street .S.E. First Floor, Washington, D.C. 20024 or by calling the CFSA twenty-four (24) hour Child Abuse and Neglect Hotline (202) 671-SAFE.
- 6.6.3 The Contractor shall ensure that any staff member who believes that a client is in serious and immediate danger shall take immediate steps to protect the client including, as appropriate, removing the client from the danger.
- 6.6.4 The Contractor shall ensure that the written report shall include, but not limited to, the following information if the person making the report know it: client who is the subject of the report, person responsible for the client's care, nature and extent of the abuse or neglect, other information that may be helpful in establishing the cause of the abuse or neglect, and the identity of the person responsible for the abuse or neglect.

## **6.7 UNUSUAL INCIDENTS**

- 6.7.1 The contractor shall immediately report all unusual incidents to the hotline center located at 200 I Street, S.E. First Floor, Washington, D.C. 20003 or by calling the 24 hour hotline (202) 671-SAFE within 24 hours of the contractor becoming aware of the incident.
- 6.7.2 The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, including, but not limited to;
- (a) The death of a client;
  - (b) The death of a staff member while on duty or at the facility;
  - (c) An attempted suicide;
  - (d) Any situation in which a client is the victim of alleged delinquent or criminal behavior;
  - (e) An injury, trauma or illness of a client requiring treatment at a hospital;
  - (f) Any use of restraints;
  - (g) An outbreak of a communicable disease;
  - (h) An incident that requires the services of the fire or police departments;
  - (i) An automobile accident involving client or staff on duty;
  - (j) A loss of any utility, including but not limited to power, water, or sewage; and
  - (k) Any other occurrence or event that substantially interferes with the client's health,

welfare, living arrangement, or well being, in any way places the client at risk.

**6.7.3** The Contractor's director or other designated staff shall complete an Unusual Incident Report, CFSA-1243 (Attachment) and ensure delivery is completed via fax (202-727-7772), or personal delivery to the CFSA Office of Clinical Practice, within (24) hours of the occurrence of the incident, except in cases involving abscondance.

**6.7.4** Report medical emergency to clinic administrator.

**6.8 DELIVERABLES OR PERFORMANCE**

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section 6.3 in accordance with the following:

<b>CLIN</b>	<b>Deliverable</b>	<b>Quantity</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>
0001	Report that details number of plans developed and number of consultations (via phone/in-person) conducted	52	Written report submitted electronically	Weekly for the duration of contract (to begin at week 2)
0002	Updates to intervention spreadsheets, tutoring database, FACES	25	Submitted electronically	Every two weeks for the duration of contract (to begin at week 2)
0003	Intervention and community resources research	11	Written report submitted electronically	At the end of every month for the duration of contract (to begin at end of 1 <sup>st</sup> month contracted)
0004	Participation/consultation at internal meetings (e.g. RED Teams, unit/private agency meetings, etc...)	2 – 4 monthly	Written summary submitted electronically to be entered into FACES	Case-by-Case Basis, as needed
0005	Participation/consultation at external team related meetings (e.g. court, IEP/MDT meetings, etc...)	2 – 4 monthly	Written summary submitted electronically to be entered into FACES	Case-by-Case Basis, as needed

0006	Participation/consultation /observation at home visits	2 – 4 monthly	Written summary submitted electronically to be entered into FACES	Case-by-Case Basis, as needed
0007	External Site Visits	4	Written summary report submitted electronically	Quarterly for the duration of the contract
0008	Processing tutoring referrals	2 – 3 daily	Review referrals/supporting documents and link to vendor	Daily, as referrals are assigned (w/in 72 hrs.)
0009	Processing transportation referrals	2 – 3 daily	Review referrals/supporting documents and link to vendor	Daily, as referrals are assigned (w/in 8 hrs.)

**7. TERM OF AGREEMENT**

The term of this agreement shall be for a period of one (1) year from the date of award specified on page 1 of the BPA. 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. NOTICE OF INDIVIDUALS AUTHORIZED TO PLACE ORDERS UNDER THE BPA:**

**OFFICE**

**POINT OF CONTACTS**

**Contracts and Procurement Administration:**

Tara Sigamoni  
Agency Chief Contracting Officer

**Clinical & Health Services Administration:**

Carla S. Perkins, LICSW, LCSW- C  
Education Supervisor  
Office of Well Being  
(202) 724-7080  
[Carla.perkins@dc.gov](mailto:Carla.perkins@dc.gov)

**9. THE TERM OF THE BLANKET PURCHASE ORDER:**

9.1.1 The District will not extend the term of this BPA.

9.1.2 The price for the option period shall be as specified in the BPA.

9.1.3 The total duration of this BPA, including the exercise of any options under this clause, shall not exceed one (1) year.

**10. Order For Services And Invoices:**

10.1 Orders will be placed against this BPA via Electronic Data Interchange (EDI), FAX or paper communications.

10.1.2 The contractor shall invoice in duplicate to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at [cfsa.accountspayable@dc.gov](mailto:cfsa.accountspayable@dc.gov) or via regular mail delivery to:

Child and Family Services Agency  
Fiscal Operations  
200 I Street, SE, Suite 2030  
Washington, DC 20003

10.1.3 The requirements of a proper invoice are as specified in the Federal Supply Schedule contract. Invoices will be submitted to the address specified in the purchase order(s) issued against this BPA. The District reserves the right to reject any improper or inaccurate invoice.

10.1.4 **Payment.** In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this BPA at the prices stated under BPA number **DCRL-2014-A-0041**.

10.1.5 The terms and conditions included in this BPA apply to all purchases made pursuant to it. 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.

10.1.6 Award will be made to the lowest responsive bidder meeting the District's minimum requirements enumerated herein. The District reserve the rights to award to the contractor offering the District the best overall value taking into consideration the make/mode offered, delivery schedule, pricing or a combination of these factors.

**11. INSPECTION AND ACCEPTANCE:**

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

## 12 METHOD OF AWARD:

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

12.1.2 The District intends to award a single BPA resulting from this solicitation to the responsible offeror(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

12.1.3 The District may award a BPA on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the offeror's best terms from a standpoint of cost or price, technical and other factors. Only the top three performers will be considered.

In order for the response to be complete the offeror shall submit the following:

- Resume - Detailed

## 12.2 TECHNICAL RATING(S)

12.2.1 Technical Rating Scale is as follows:

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

12.3 The technical rating is a weighting mechanism that will be applied to the point value for each ranking factor to determine the offeror's score for each factor. The offeror's total technical

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

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

<b>12.4</b>	<b>TECHNICAL EXPERTISE ( 100 points Maximum)</b>	
<b>FACTOR(S)</b>	<b>Evaluation Criteria (Relevant Experience)</b>	<b>Points</b>
<b>Factor 1:</b>	The offer shall submit a Detailed Resume  An Oral Presentation demonstrating capability to adhere to the functionalities and duties of Education Specialist. At least three years of experience providing educational services and consultation to children and families.	<b>15</b>
<b>Factor 2:</b>	Excellent writing and communication skills.  Provide a writing sample	<b>15</b>
<b>Factor 3</b>	At least one year of experience working with child welfare social workers or other child welfare care management teams or services providers.	<b>10</b>
<b>Factor 4</b>	At least two years of experience working with data analysis and spreadsheets including MS Office	<b>15</b>
<b>Factor 5</b>	At least one year experience working with educational resource in the District of Columbia inkling the roles	<b>10</b>

	of the District of Columbia Public Schools (DCPS) and Office of the State Superintendent of Education (OSSE).	
<b>Factor 6</b>	At least a minimum of one year working with the child welfare system, child protection laws and laws associated with compulsory education, school attendance and truancy in the District of Columbia, as well as the individual with Disabilities in Education Act (IDEA) federal legislation.	<b>10</b>
<b>Factor 7</b>	<b>Criterion D: Price Criterion (Total Points)</b>	<b>25</b>

## 12.5 PRICE CRITERION

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

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

### 12.5.1 TOTAL POINTS (100 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points and price.

## 13. EVALUATION OF OPTION YEARS

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

## 14. BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted, the top three highest scoring Offerors shall be so notified and will be provided an opportunity to submit written best and final offers or oral presentations at the designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals

of Proposals provision of the solicitation. After receipt of best and final offers or oral presentations, no discussion will be reopened unless the CO determines that it is clearly in the District's best interest to do so, e.g. it is clear that information available at that time is inadequate to reasonably justify contractor selection and award based on the best and final offers received. If discussions are reopened, the CO shall issue an additional request for the best and final offers.

**15. KEY PERSONNEL**

**15.1** The District considers the following positions to be key personnel for this BPA: the Education Specialist.

**15.2** The Offeror shall set forth in its response the names and reporting relationships of the key personnel the Offeror will use to perform the work under the proposed contract. The Offeror shall include in its response a resume for each key personnel and the hours that each will devote to the contract in total and broken down by task.

**16. DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL**

The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

**17. DEPARTMENT OF LABOR WAGE DETERMINATIONS:**

The Contractor shall be bound by the Wage Determination No. 2005-2103 Rev. 13, dated June 16, 2013, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

**18. CONSEQUENCES OF CONTRACTOR'S FAILURE TO PERFORM REQUIRED SERVICES**

**18.1** The Contractor shall be held to the full performance of the contract. The CFSA will deduct from the Contractor's invoice or otherwise withhold payment for any non-conforming service as specified below.

**18.2** A service task may be composed of several sub-items. A service task may be determined to be partially complete if the Contractor satisfactorily completes some, but not all, of the sub-items. In those cases, partial deductions may be taken from the

Contractor's invoice/timesheet.

- 18.3 The CFSA shall give the Contractor written notice of deductions by providing copies of reports, which summarize the deficiencies for which the determination was made to assess the deduction in payment for unsatisfactory work.
- 18.4 Therefore in the case of non-performed work, the CFSA:
- 18.5 Will deduct from the Contractor's invoice/timesheet all amounts associated with such non-performed work at the rate set out in Section 6 or provided by other provisions of the contract.
- 18.6 May, at its option, afford the Contractor an opportunity to perform the non-performed work within a reasonable period subject to the discretion of the Contracting Officer and at no additional cost to the CFSA.
- 18.7 May, at its option, perform the services by the CFSA personnel or other means.
- 18.8. In the case of unsatisfactory work, the CFSA:
- 18.9 Will deduct from the Contractor's invoice/timesheet all amounts associated with such unsatisfactory work at the rates set out in Section 6 or provided by other provisions of the contract, unless the Contractor is afforded an opportunity to re-perform and satisfactory completes the work;
- 18.10 May, at its option, afford the Contractor an opportunity to perform the unsatisfactory work within a reasonable period subject to the discretion of the Contracting Officer and at no additional cost to the CFSA.

**19. 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 BPA 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 BPA 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 BPA, 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*.

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

During the performance of the BPA, 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.*

**21. AMERICANS WITH DISABILITIES ACT OF 1990 (ADA)**

During the performance of this BPA, 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.*

**22. PROTECTON OF PROPERTY:**

The Contractor shall be responsible for any damage to the building, interior, or their approaches n delivering equipment covered by this contract.

**23. CONTRACTOR RESPONSIBILITIES**

All costs of operations under this contract shall be paid by the Contractor. This includes, but is not limited to, all Federal and State income taxes, surcharges, licenses, insurance, transportation, or any other operational costs. No payments other than those provided for in the Pricing Schedule shall be made to the Contractor unless authorized by modification to this contract.

**Pursuant to the Child and Youth, Safety and Health Omnibus Congressional Review Amendment Act of 2004 and Mayor's Order 90-27 Drug-Free Workplace Act of 1988; the contractor will be required to complete a Drug and Alcohol Test, Criminal Background Check, Child Protection Registry (CPR) at the contractor's expense.**

Contractor shall at all times act in good faith and in the best interest of CFSA, use commercially reasonable efforts and exercise all due care and sound business judgment in performing its duties under this contract. The Contractor shall at all times comply with CFSA policies, procedures, and directives, which are incorporated by reference and made part of this contract.

**24. ADVERTISING AND PUBLICITY:**

Unless granted prior, express, written authority by the Director, the Contractor shall not issue or sponsor any advertising or publicity that states or implies, either directly or indirectly, that CFSA endorses, recommends or prefers the Contractor's services; shall not use CFSA logo in any fashion; or use or release information, photographs or other depictions obtained as a result of the performance of services under this contract, for publication, advertising or financial benefit.

**25. CONFIDENTIALITY:**

The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA children and youth in accordance with the confidentiality law, the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and 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.

**26. RIGHTS IN DATA:**

**26.1** Any data first produced in the performance of this contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, produced by the Contractor for CFSA under this contract are works made for hire and are the sole property of CFSA; but, to the extent any such data may not, by operation of law, be works made for hire, the Contractor and the Physician hereby transfers and assigns to CFSA ownership of copyright in such works, whether published or unpublished.

**26.2** The Contractor agrees to give assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The contractor agrees not to assert any rights in common law or in equity in such data. The contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of CFSA at such time as to review the intent to release such data to the public.

CFSA shall not unreasonably withhold consent to the Physician's request to publish or reproduce data in professional and scientific publications.

**27. APPLICABILITY OF STANDARD CONTRACT PROVISIONS:**

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to [www.ocp.dc.gov](http://www.ocp.dc.gov), click on Solicitation Attachments, then click on "Standard Contract Provisions (March 2007) (PDF)".

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

**28.1** 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 positions that involve contact with wards of CFSA.

**28.2** 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.

**28.3** 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.

**28.4** 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.

**28.5** 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.

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

**28.7** 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 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 25.5 (C)

- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

- 28.8** 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.
- 28.9** 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.
- 28.10** 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.
- 28.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- 28.12** 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.
- 28.13** 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.
- 28.14** 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.

- 28.15 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.
- 28.16 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.
- 28.17 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.
- 28.18 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.
- 28.19 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.
- 28.20 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.

29. **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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer 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. N/A to individuals

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. (one or more employees). N/A to individuals.

3. Professional Liability Insurance (Errors & Omissions). The Provider 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 BPA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
  4. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage
  5. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. **MEASURE OF PAYMENT.** The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer 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 Contracting Officer.
- G. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

**Tara Sigamoni**  
**Agency Chief Contracting Officer**  
**Child and Family Services Agency**  
**Contracts and Procurement Administration**  
**200 I Street, S.E., Suite 2031**  
**Washington, D.C. 20003 Phone: (202) 724-5300**

**Name and address of Contractor:**

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\_\_\_\_\_  
**Signature of Authorized Representative**

\_\_\_\_\_  
**Date**

**Acceptance by the District:**

\_\_\_\_\_  
Tara Sigamoni  
Agency Chief Contracting Officer  
**Child and Family Services Agency**  
200 I Street, SE, Suite 2031  
Washington, DC 20003

\_\_\_\_\_  
**Date**