

Government of the District of Columbia  
Child and Family Services



<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption <b>Developmental Disabled Services</b>		Page of Pages	
				1	84
2. Contract Number	3. Solicitation Number  DCRL-2014-R-0064	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued  05/23/2014	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category	
7. Issued By: Child and Family Services Agency Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003		8. Address Offer to: Child and Family Services Agency Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003			

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the Office of Contracts and Procurement Administration at 200 I Street, S.E. Suite 2031 at 2:00 p.m. on June 22, 2014.  
(Hour) (Date)

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

10. For Information Contact	A. Name  Robert O. Stona	(Area Code) 202	B. Telephone (Number) 724-7475	(Ext) N/A	C. E-mail Address  <a href="mailto:robert.stona@dc.gov">robert.stona@dc.gov</a>
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**OFFER**

12. In conjunction with the above, the undersigned agrees, if this offer is accepted within 180 calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract
15B. Telephone (Area Code) (Number) (Ext)	17. Signature
<input type="checkbox"/> 15 C. Check if remittance address is different from above – Refer to section G	18. Award Date

**AWARD (TO BE COMPLETED BY GOVERNMENT)**

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

**SECTION B: SUPPLIES OR SERVICES AND PRICE**

**B.1** The Government of the District of Columbia, Child and Family Agency (CFSA), Contracts and Procurement Administration (CPA), hereinafter referred to the “District” anticipates awarding up to two (2) Human Care Agreements “HCA” to the successful entities hereinafter referred to as the “Provider” or “Contractor” to provide Developmental Disabled Services, pursuant to Section 306a of the Procurement Practices Act as supplemented by Section 2(d) of the HCA Amendment Act of 2000 D.C. Law 13-155, D.C. Official Code §2-303.6(a) and in accordance with the Human Care Agreement Contractor Qualifications Record.

**B.1.1** The District is not committed to purchase under this HCA any quantities of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to this HCA.

**B.1.2** Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District, when and if ordered, the services specified in B.2 Schedule.

**B.1.3** There is no limit to the number of Task Orders that may be issued. The District may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.

**B.1.4** This HCA is based on fixed unit rates. The Provider shall deliver services in accordance with Section C.

**B.2 PRICE SCHEDULE**

<b>B.2.1 Base Year</b>					
<b>CLIN No.</b>	<b>Service</b>	<b>Per-Diem/ Rate</b>	<b>Units (Days)</b>	<b>Capacity</b>	<b>Contracted Amount</b>
0001	Per Diem	\$ _____	Min. 1 Max. 365	1 14	<b>Min\$</b> _____ <b>Max\$</b> _____
0002	Administrative Rate:	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	\$ _____
0003	Cost Reimbursement	<b>N/A</b>	<b>N/A</b>	<b>N/A</b>	\$ _____
	<b>TOTAL</b>				<b>\$</b> _____

<b>B.2.2 Option Year 1</b>					
<b>CLIN No.</b>	<b>Service</b>	<b>Per-Diem/ Rate</b>	<b>Units (Days)</b>	<b>Capacity</b>	<b>Contracted Amount</b>
1001	Per Diem	\$_____	Min. 1 Max. 365	1 14	Min\$_____ Max\$_____
2002	Administrative Rate:	N/A	N/A	N/A	\$
3003	Cost Reimbursement	N/A	N/A	N/A	\$_____
	<b>TOTAL</b>				\$_____

<b>B.2.3 Option Year 2</b>					
<b>CLIN No.</b>	<b>Service</b>	<b>Per-Diem/ Rate</b>	<b>Units (Days)</b>	<b>Capacity</b>	<b>Contracted Amount</b>
2001	Per Diem	\$_____	Min. 1 Max. 365	1 14	Min\$_____ Max\$_____
2002	Administrative Rate:	N/A	N/A	N/A	\$
30003	Cost Reimbursement	N/A	N/A	N/A	\$_____
	<b>TOTAL</b>				\$_____

### B.3 PAYMENT/REIMBURSEMENT METHODS

There are three (3) payment/reimbursement components associated with this solicitation or resultant contract. Providers will be paid separately for the *negotiated* Congregate Care Costs via a daily per-diem based on the number children/youth service units and the associated costs; and a *negotiated* monthly administrative rate (unrelated to children/youth service units). All remaining costs will be reimbursed after they have been expended and reported via Cost Reimbursement.

Individual items of costs may not be paid or reimbursed from more than one payment component.

### **B.3.1 Congregate Care Daily Per-Diem**

B.3.1.1 The Provider will be paid the negotiated congregate care daily per-diem, which includes the costs of providing daily supervision, and the administrative costs directly attributable to providing the items of service previously noted. (See “Budget Package” instructions for details.)

B.3.1.2 The congregate care daily per-diem payment equates to the actual number of children/youths served, multiplied by the number of actual days of service, multiplied by the negotiated congregate care daily rate.

### **B.3.2 Monthly Administrative Rate**

B.3.2.1 The District shall pay the Provider a monthly administrative rate as defined in the “Budget Package” instructions. This pre-negotiated rate will be paid monthly without regard to number of children/youth placed during the month.

### **B.3.3 Cost Reimbursement**

B.3.3.1 The Provider will be paid on a cost reimbursable basis for the cost of negotiated budgeted items and/or services such as food, shelter, clothing, personal incidentals, school supplies, personal allowance, and travel for the children/youth in care and other charges as identified in the approved HCA Operating Budget, which are not included in either the congregate care daily per-diem or the monthly administrative rate. (See “Budget Package” instructions for details.)

B.3.3.2 The Provider will be reimbursed for costs that are supported and substantiated after they have been expended and reported by the Provider within the amounts set forth in Section B.2 and as shown in the corresponding budget forms.

B.3.3.3 Providers shall not mark-up the cost reimbursement allowable expenses on this contract with indirect cost of overhead and general and administrative cost. Profit may not be charged against cost reimbursement expenses under this HCA. Tangible items charged under this cost reimbursement CLIN (such as vehicles, computers, or equipment) will become the property of the District of Columbia.

## **B.4 COST CEILING**

**B.4.1** CLINS 0003, 1003, 2003, of the HCA sets forth for the ceiling amount for the cost reimbursement element of the HCA (“ceiling”).

**B.4.2** The amount for performing this cost element of the HCA shall not exceed the ceilings specified in CLINS 0003, 1003, and 2003.

- B.4.3** The Provider shall notify the Agency Chief Contracting Officer, in writing, whenever it has reason to believe that the total amount for the performance of this HCA will be either greater or substantially less than the ceilings.
- B.4.4** As part of the notification, the Provider shall provide the Agency Chief Contracting Officer with a revised estimate for the ceilings for performing this HCA.
- B.4.5** The District is not obligated to pay the Provider for amounts incurred in excess of the ceilings specified in the HCA and the contractor is not obligated to continue performance under this HCA (including actions under the Termination clauses of this HCA) or otherwise incur amounts in excess of the ceilings specified in the HCA, until the contracting officer notifies the Provider, in writing, that the ceilings have been increased and provides revised ceilings for performing this HCA.
- B.4.6** No notice, communication, or representation in any form from any person other than the contracting officer shall change the ceilings. In the absence of the specified notice, the District is not obligated to pay the contractor for any amounts in excess of the ceilings, whether such amounts were incurred during the course of the HCA performance or as a result of termination.
- B.4.7** If the contracting officer increases the ceilings, any amount the Provider incurs before the increase that is in excess of the previous ceilings shall be allowable to the same extent as if incurred afterward, unless the contracting officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- B.4.8** A change order shall not be considered an authorization to exceed the applicable ceilings, unless the change order specifically increases the ceilings.
- B.4.9** At any time or times before final payment and three (3) years thereafter, the contracting officer may have the Provider's invoices or vouchers and statements audited. Any payment may be reduced by amounts found by the contracting officer (1) not to constitute allowable payment as adjusted for prior overpayments or underpayments, or (2) not to constitute allowable, allocable, or reasonable costs. This section is subject to the Disputes provision of the HCA.

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

## SECTION C: DDS SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Child and Family Services Agency (CFSA) is seeking a contractor to work in tandem with CFSA to promote permanency and provide specialized care for developmentally disabled children presenting issues that cannot be served by traditional foster homes, group home or independent living programs. CFSA is highly structured, age appropriate; gender specific and therapeutic environments in the District of Columbia that ensures that the daily needs of developmentally disabled youth are met. Also, services for developmentally disabled parenting teens must ensure the well-being of the children in their care. Some youth may have multiple disabilities and will require the coordination of services with multiple service organization in addition to CFSA.

### C.2 APPLICABLE DOCUMENTS

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

Item No.	Document
1	<u><i>LaShawn A. v. Fenty</i></u> Implementation and Exit Plan December 2010 (I&EP).

### C.3 RESERVED

### C.4 BACKGROUND

**C.4.1** CFSA is charged with protecting children and youth from abuse and neglect, and ensuring a safe, permanent placement for those removed from their homes and effectively supporting them in meeting their goals of well-being. All children and youth deserve a permanent home and the nurture and support of a loving family. Therefore, diligent efforts shall be made to secure such settings for both children and youth, not excluding those with special needs such as medical and mental health conditions, behavioral and emotional problems, learning disabilities, and teen parenting responsibilities. CFSA's vision is to ensure that consideration for placement in a foster home is first and foremost and that congregate care does not serve as a first placement setting, but as a response to specific needs of the child or youth under very limited circumstances. Each youth served is expected to receive the highest quality of supportive services in a living environment that best meet the needs of the youth (family foster home, group and apartment living arrangements). CFSA may request services for youth who have qualify for services from Department on Disability Services (DDS) but are not yet ready to be fully transition to DDS. CFSA strives toward placing all children and youth in family-based settings before seeking congregate care placement alternatives..

**C.4.2** CFSA is seeking providers who can provide a full array of living arrangements including congregate care with supportive services for the youth that ensures their

safety, connects them to family, life-long connections and community based resources that supports their individual development and growth in preparation for adulthood. Group homes must comply with child welfare licensing requirements. Apartment living and host homes comply with either child welfare or DDS licensing requirements and is dependent upon the unique circumstances of the youth involved.

- C.4.3** CFSA is requiring that providers have qualified , caring and appropriately trained staff would be available on a 24- hour basis to provide information, education, skills training, parenting skills training(teen parents), and an array of community-based activities that would facilitate each individual’s development of parental relationships/bonding, friendships and other relationships, and personal abilities with respect to daily living(nutrition, health and wellness, vocational training and job coaching), parenting and personal tasks(e.g., eating; personal hygiene, cooking, cleaning), communication, socialization, health, recreation, and leisure, decision-making, money management, community travel, use of community resources( e.g. transportation, stores, banks, parks) and participation in referred aspects of civil life, (e.g. voting, church, support groups) . The provider is expected to provide and/or arrange transportation for all youth requiring assistance in this area.
- C.4.4** The Contractor shall take this into consideration for its own planning purposes. CFSA expects that youth will reside in congregate care for limited periods of time, and under defined circumstances and services.
- C.4.5** In line with CFSA’s goals, the contractor shall ensure that services are integrated, family-centered, culturally and linguistically competent, and community-based. In addition, congregate care programs shall comply with the *LaShawn A. v. Fenty Implementation and Exit Plan 2010 (I&EP)*. A performance-based system of evaluation shall be employed to ensure accountability, achievement of positive outcomes for youth and families, and cost-effectiveness of service provision.
- C.5** **REQUIREMENTS**
- C.5.1** The Contractor shall provide all necessary labor, personnel, equipment, materials, facility(s) and any other items necessary to provide services to the developmentally disabled children who are in the care of CFSA.
- C.5.2** The Contractor shall provide an array of living arrangements including group home and independent living arrangements with the requisite supportive services as outlined in the youth ITILP and consistent with the Family Centered Practice.
- C.5.3** The Contractor shall provide these services in accordance with all existing federal and District of Columbia laws, rules, and regulations, including appropriate District licensure requirements, and consistent with policies, procedures and standards promulgated by CFSA.

- C.5.4** The Contractor shall meet general and program requirements applicable to all congregate care programs, as well as population-specific requirements unique to the form of congregate care set forth herein.
- C.6** **SERVICE INTEGRATION/LINKAGE**
- C.6.1** The Contractor shall provide detailed plans to work with other providers to establish and maintain an effective and accessible continuum of care and constellation of services. The Contractor shall have service linkages with relevant, neighborhood-based service networks or similar networks.
- C.6.2** Contractors shall develop an integrated service network with community-based service, and other treatment providers that establishes protocols for referral, communication, service planning, delivery, subcontracting, communication, and data collection. Service provider contracts, formal service agreements, “letters of linkage”, and memoranda of understanding among members of the service network may act as evidence of a formal agreement.
- C.6.3** An integrated service network shall facilitate efficient access to services needed by youth and their families. Linkage across care providers shall facilitate a smooth transition for youth from one level of care to another, and should include all types of specialized programs outlined in this contract, as well as family-based providers (foster and kinship care). Such linkage meets CFSA expectations that the Contractors’ programs support CFSA case manager activities in the achievement of safety, permanence, and well-being objectives.
- C.6.4** **Family-Centered Practice**
- The Contractor shall employ a family-centered approach to care that includes, when appropriate, the natural parents, family members and other significant individuals in the youth’s life.
- C.6.4.1** The Contractor shall facilitate frequent visitation between the youth and family members (including siblings) and/or other significant individuals in the youth’s life. These visits may occur in the youth’s home community, in the homes of pertinent relatives and significant individuals and/or at the Contractor’s site. Phone calls and other forms of communication will also be encouraged between the youth and relatives, as well as other significant individuals.
- C.6.4.2** The Contractor shall engage the youth’s biological family immediately upon placement, and, as appropriate, shall encourage maximum family participation even when the youth’s discharge goal is independent living.
- C.6.4.3** The Contractor shall link the family with effective services with the goal of strengthening family functioning.

**C.6.5 Cultural and Linguistic Competence**

- C.6.5.1** The Contractor shall provide culturally competent services that ensure staff understand and are familiar with the family's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths.
- C.6.5.2** The Contractor shall make every effort to employ staff representative of the community served.
- C.6.5.3** The Contractor shall provide linguistically competent services through staff that are fluent in the languages spoken by the children and families being served, or from another source providing such services.
- C.6.5.4** The Contractor shall have similar capacity to serve hearing impaired youths.

**C.6.6 Community-Based Services**

- C.6.6.1** The Contractor shall establish a community-based system that enhances the well-being of youth and their families by reducing the trauma of foster care separation, and increasing the potential for reunification with natural parents or kin.
- C.6.6.2** The Contractor providing Developmentally Disabled services shall endeavor to establish programs within the youths' communities or as close to their communities as possible, unless determined by the CFSA social worker that such proximity is not in the best interest of the youth. This is to ensure that youth in foster care can maintain connections with schools, churches, friends and families.
- C.6.6.3** In the event that community-based placement is not possible, the Contractor shall develop and maintain linkages that strengthen the youth's relationship with his/her home communities and/or the community in which he/she will be residing upon discharge from care. To the extent possible, support services for youth and their families shall similarly be provided in the youth's community of origin, community of placement, and/or community in which a potential kinship care or family-based provider resides.
- C.6.6.4** The Contractor shall ensure that each youth shall be connected to, or be involved with, the community in which they are residing while in care.
- C.6.6.5** The contractors shall endeavor to create a community-based network of services and affiliations that will not only connect youth to the community, but the community to youth and congregate care programs located in their area.
- C.6.6.6** The contractor shall utilize the required local advisory committees in its vicinity that may serve as a vehicle by which to stimulate interest and support on the part of local citizens, service providers, businesses, religious groups, etc., to develop a community-based network. Such a network can be beneficial for assisting the youth with tutoring, mentoring, jobs, guidance, and other services and supports.
- C.6.6.7** The contractor shall ensure that each youth is involved in the community through

volunteer civic activities, attendance at religious services (if desired), use of public agencies/ services such as the local library and health clinic, and other similar activities.

**C.6.6.8** The Contractor shall ensure that each youth is connected to linkages to services provided in, or as close to, neighborhoods of origin and/or residence is also essential. This concept should be employed, to the extent possible, for all services and activities for youth and families. **Linkage to service networks or similar community-based agencies, or network of service providers, shall be evaluated favorably.**

**C.6.7 Location of Services**

**C.6.7.1** The contractors shall ensure that youth maintain connections to their neighborhoods of origin, as well as their current neighborhoods of residence.

**C.6.7.2** The Contractor shall meet all the Federal and State licensing standards and requirements of the District of Columbia.

**C.6.7.3** Contractors providing care in other jurisdictions shall employ methods, strategies and resources that enable youth to maintain ties with their communities of origin.

**C.6.8 Mental Health Rehabilitative Services**

**C.6.8.1** CFSA is committed to assuring that mental health services provided to children, youth and families without access to private health insurance are provided by agencies certified as Medicaid providers. The Contractor shall provide an existing or planned capacity to maximize financial and programmatic integrity through the utilization of funding streams other than CFSA. The Contractor shall strive to become a certified Medicaid provider, plan to become certified, or collaborate with subspecialty or subcontracted provider agencies that are certified Medicaid providers.

**C.6.8.2** The Contractor shall provide an existing or planned capacity to maximize financial and programmatic integrity through the utilization of funding streams other than CFSA.

**C.6.8.3** The Contractor shall ensure that all youth with mental health needs be registered and connected with the District of Columbia's Department of Behavioral Health (DBH) and connected with a DBH-certified Core Service Agency to access needed services.

**C.6.8.4** Contractors providing care outside the District of Columbia shall fully collaborate with DBH and secure Medicaid-reimbursable mental health services.

**C.6.8.5** The Contractor shall be responsible for meeting the youth's mental health service needs through direct provision of, or linkage to, mental health services delivered by qualified professionals. Mental health services include, but are not limited to:

- (a) Preliminary mental health screen within 3 business days after admission by a licensed mental health practitioner.

- (b) If indicated by the preliminary mental health screen, a mental health evaluation and assessment, including a standardized diagnostic mental health assessment completed within fifteen (15) calendar days of admission by a licensed mental health practitioner.
- (c) Substance and alcohol abuse prevention, intervention, and treatment;
- (d) Access to emergency mental health services on a 24 hour a day, 7 day per week basis.
- (e) Clinical consultation with residents, parent(s) or guardian(s), and staff;
- (f) Individualized treatment, including therapy and counseling for individuals and groups;
- (g) A standardized system for collecting, recording and conveying each resident's essential mental health information consistent with HIPAA; and,
- (h) A standardized system for collecting and reviewing the resident's historical mental health records.

**C.6.8.6** The Contractor shall also ensure that this information is provided to CFSA through its Healthy Horizons Clinic within the Clinical Health Services Administration (CHSA). CFSA prefers that mental health services are provided by Department of Behavioral Health Core Service Agencies, subspecialty provider agencies, or subcontracted provider agencies that are certified Medicaid providers.

**C.6.8.7** The Contractor shall ensure that clinical and therapeutic services are provided to youth as recommended by the Individual Habilitation Plan (IHP), Individualized Treatment Plan (ITP), Individualized Education Plan (IEP), or CFSA case plan.

**C.6.8.8** The Contractor shall ensure youth and staff attend at all relevant Multi-Agency Planning Team (MAPT) meetings that assess and make recommendations regarding mental health needs and services.

**C.6.8.9** The Contractor shall ensure access to and/or provision of smoking cessation programs, weight reduction, and alcohol, substance abuse, and domestic violence counseling services for youth.

**C.6.8.10** The Contractor shall facilitate mental health service provision by agencies certified as Medicaid providers when individuals do not have access to private health insurance through The Clinical Health Services Administration (CHSA).

## **C.6.9 Facility and Licensing Requirements**

**C.6.9.1** Congregate care facilities shall maintain compliance with all local and federal housing and building code regulations, as well as the requirements set forth by the District rules

and regulations pertinent to the licensing and operation of youth residential facilities and independent living programs.

- C.6.9.2** If providing care outside the District of Columbia, the facility shall meet the licensing requirements for the jurisdiction in which the facility is operating, as well as the District of Columbia's licensing requirements. In certain instances, the District of Columbia's licensure requirements may be more stringent than those of other jurisdictions.
- C.6.9.3** The Implementation & Exit Plan requires CFSA to ensure that facilities serve youth in a more family-like manner by restricting the number of children and youth served in a single congregate care facility to *not more than eight (8)*. The only permissible exception to placement of a child/youth in a facility serving more than eight (8) residents is, if the individual needs of the child/youth require therapeutic care that can only be provided in a larger facility.
- C.6.10**        **Emergency Response and Plan**
- C.6.10.1** The Contractor shall have an emergency response plan that provides back-up power generators for the facility and an alternate location for residents that can serve as temporary housing and care in the event of a natural or man-made disaster.
- C.6.10.2** The Contractor shall submit an emergency response plan to the CA within thirty (30) days of contract award.
- C.6.10.2** The Contractors shall submit training provisions for its emergency response plan within three (3) days of contract award.
- C.6.11**        **Target Populations and Provisions of Care**
- C.6.11.1** The Contractor shall provide Developmentally Disabled Services to youth that have been referred to the program and for whom CFSA has determined that the youth cannot be served in a traditional foster home, group home or independent living programs, and does not have a family-based care options available to them.
- C.6.11.2** The contractor shall provide Developmentally Disabled Services as part of a continuum of care which provides services at varying levels of intensity from the most to least restrictive. This continuum of care is dynamic, and treatment services provided to the youths under this contract are geared toward improving the level of functioning in order to facilitate progress to a less restrictive setting.
- C.6.11.3** The Contractor shall provide Developmentally Disabled Services in a manner that connects these homes and their youth residents with the neighborhood in which it is located through establishment and utilization of a local advisory committee and a neighborhood network of services. These are described in the **General and Program Requirements, Sections C.5 and C.7**, respectively. Youth shall be connected to activities and services located near the place of residence.
- C.6.11.4** The Contractor shall serve and accommodate any CFSA-referred youth who may be gay, lesbian, bisexual or transgendered by ensuring an environment free of

discrimination and harassment based on the youths' gender identity and sexual orientation.

**C.6.11.5** The Contractor shall include supportive services specific to the needs of this population as identified in section C.6.11 in their network of service providers.

## **C.7 PROGRAM REQUIREMENTS**

**C.7.1.1** The contractor shall offer Professional Parent Support for young adults, who prefer living in a private residence with a family or caregiver (non-related; parent or guardian), who may need out-of-home placement for either a short or extended period of time. Professional Parent Supports are established to give children and youth with disabilities an alternative to institutional or community living settings, such as group homes and apartments. This program allows a child or youth to be placed with a family caregiver who has received specific training regarding disabilities.

**C.7.1.2** The contractor shall serve children with disabilities less than 21 years of age in private residences where they receive therapeutic residential habilitation services. The contractor shall assist the young people in developing skills and provide support in the activities of daily living (bathing, eating, dressing, and personal hygiene).

**C.7.1.3** The Contractor shall offer support coordination services around the health and safety of the youth in the Home. The contractor shall inform youths of available services and how to select providers that offer those services, assist the youth in obtaining services they select, assist the youth assert their appellate rights to a fair hearing if the choices they make for services or providers are reduced or denied by the **DC Department of Disability Services , The Developmental Disabilities Administration , /DDA/RHS** or the state Medicaid Agency. A youth may choose a Support Coordinator who is an employee of DDS or a private contractor. Choosing either type of Support Coordinator should not affect the services available to the youth.

**C.7.1.4** The Contractor shall offer supported employment experiences. These services shall be designed to support youths, maintain, or advance in competitive employment integrated work setting. An integrated work setting is a work setting where not all employees have disabilities. Staff or contracted co-workers paid to support the youth while at work are not part of the integrated setting. This service shall provide job development, placement, intensive on-the-job training, and consultation for employees and follow-up to people with disabilities in the community. Supported Employment can be full or part time and shall occur in an integrated work setting.

**C.7.1.5** The Contractor shall offer Day Training Transportation services. Day Training Transportation is between the youth home and the day training facility(ies) such as Supported Employment and other day supports as necessary to live an inclusive community life.

- C.7.1.6** The Contractor shall offer Site and Non-Site Day Training services. These services shall include instruction in skills that a youth wishes to learn, keep or improve and shall enhance the youth independence, such as self-help skills, community living/ self-sufficiency skills, fine and gross motor development, social/interpersonal adjustment, and receptive/expressive communications. These services shall primarily be directed at teaching specific job skills and are not educational in nature.
- C.7.1.7** The Contractor shall offer Independent Living Residential Transportation services. These services shall be provided as independent services when transportation is not otherwise available as an element of another service. Youth receiving these services shall be trained, assisted, and provided opportunities to use generic transportation services in their community. If this cannot meet their need, daily transportation supports shall be available. Transportation is between the youth's home and day training facilities.
- C.7.1.8** The Contractor shall offer Supported Living services. These services shall assist youth to gain and/or maintain skills to live as independently as possible in a community setting. Youths may choose the type of housing arrangement they prefer. Supported Living services shall be available to youths who live alone or with roommates. Services are tailored to be flexible and to meet the youth's schedule. This service includes meal preparation, eating, bathing, dressing, and/or personal hygiene as well as socialization, self-help, and adaptive/compensatory skills necessary to reside successfully in the community. Typically, these services do not include 24-hour supervision or behavior supports.
- C.7.1.9** The Contractor shall offer Companion Services. These services provide non-medical care, supervision, socialization to an adult with disabilities (Developmental, Intellectual, and Brain Injuries). Companions shall assist the youth with meal preparation, laundry and shopping. Companions shall perform light housekeeping tasks such as vacuuming, dusting, light mopping, light dishwashing, changing light bulbs, etc. This service may be used for extended periods, over eight hours, for supervision when other services are not available. A roommate not directly related to the youth may provide these services. To provide companion services, the roommate must be employed by an agency contracted with DDS/DDA.
- C.7.1.10** The Contractor shall offer Family Assistance and Support. These services shall help both persons with disabilities and their families to live as much like other families as possible in an effort to prevent or delay unwanted out of home placement. Family Assistance and Support can be provided in or out of the youth's home. Supports may include; 1) developing interventions to cope with problems or unique situations that may occur within the complexity of family, 2) techniques of behavior supports, 3) enrollment in special summer programs, 4) social skills development, appropriate leisure time activities, and 5) instruction and consultation for the youth, the parent and/or siblings.

- C.7.1.11** The Contractor shall offer Respite Care Support services. Respite Care Support shall be provided to youth unable to care for themselves. It is a short-term relief for those individuals who normally provide the care.
- C.7.1.12** The Contractor shall offer access to Day Training Site and Non-Site Supports. Day Training Site and Non-Site Based Services shall facilitate independence and promote community inclusion and contribution for youth under the age of 21. These services are provided in a variety of settings, including nature settings throughout the community or at sheltered work sites. Services shall include instruction in skills a youth wishes to learn, keep, or improve that increases the youth's independence, such as self-help skills, community living/self-sufficiency skills, fine and gross motor development, social/interpersonal adjustment, and receptive/expressive communications.
- C.7.2 Residential Programs**
- C.7.2.1** The Contractor shall offer group home or independent living arrangements to youth with developmental disabilities, behavioral and/or significant cognitive challenges.
- C.7.2.2** The Contractor shall provide 24 hour support services to enable youth with developmental disabilities to be part of community life. The Contractor shall promote empowerment, self-esteem, personal growth, independence and productivity.
- C.7.2.3** The Contractor shall support families of youth with developmental disabilities by advocacy, training and encouragement for reunification of their children. The Contractor shall encourage family-based care to children with disability at their biological parents' home.
- C.7.2.4** The Contractor shall enhance the well-being of youth by addressing their health, education, safety, economic issues, previous maltreatment and disability issues.
- C.7.3 Behaviorally Challenging Programs**
- C.7.3.1** The Contractor shall serve youth with many complex behaviors. In instances where the youth is not capable of exercising their choice, surrogate decision makers assist in the task. The Contractor shall ensure youth learn to develop self-control, identify stressors, and signs that lead to other behaviors and loss of control. The Contractor shall develop programs utilizing the least restrictive techniques. Those youth requiring more intensive intervention are approved and monitored by the Contractor's Standing Committee with approval by CFSA.
- C.7.3.2** The Contractor shall ensure that staff is trained and competent before programs can be implemented.
- C.7.4 Medically Fragile Programs**
- C.7.4.1** The Contractor shall ensure that youth attend school for children with special needs, interact with staff and other children in the homes to give each youth the opportunity to learn social and independent living skills.

- C.7.4.2** The Contractor shall provide the youth with all the assistance they need for their academic as well as personal growth.
- C.7.5 Care Provisions**
- C.7.5.1** The Contractor shall provide Specialized, Developmentally Disabled Group Care Services to youth, 24 hours a day, seven days a week.
- C.7.5.2** The Contractor shall ensure a minimum resident to staff ratio of 4:1 during waking hours and 8:1 during sleeping hours, but in no event less than 2 staff at any time a resident is present in the facility.
- C.7.6 Admission, Intake, Discharge and Aftercare Planning**
- C.7.6.1** The Contractor shall be equipped to admit youth into its developmental disabled program on a 24-hour, 7 day-a-week for each day of the year.
- C.7.6.2** The Contractor shall be available equipped to admit youth into its program on a 24-hour, 7 day-a-week for each day of the year.
- C.7.6.3** The Contractor shall accept youth under the care of CFSA for placement in its program. If the Contractor accepts non-CFSA youth into placement, the Contractor's shall provide a program description that shall include:
- (a) The manner by which placement of CFSA and non-CFSA youth will be managed for the benefit of youth;
  - (b) An adequate approach to confidentiality issues;
  - (c) Assurance that the provisions of D. C. Code § 16-2320 are adhered to regarding "commingling of juveniles".
- C.7.6.4** The Contractors shall accept for all referred placement; those youth under the care and legal custody of CFSA, and referred by CFSA's Placement Office for services if there is a vacancy in the program.
- C.7.6.5** The CFSA social worker shall coordinate the youth's placement with the Contractor by facilitating:
- (a) Completed and signed Board and Care Agreement Form.
  - (b) Completion of medical screening prior to placement.
  - (c) Presentation of a copy of the medical examination at the time of placement.
  - (d) Exchange of the social security number, birth certificate, Medicaid number, school records, previous placement history, medical history, family history, and inventory of youth clothing.

- C.7.6.6** The Contractor shall document and place in the resident's care record; within 24 hours of admission, all emergency medical and mental health needs, allergies, basic needs, and non-emergency medical and mental health conditions and physical infirmities, including all visible signs of illness or injury, as well as pre-admission medical screen information.
- C.7.6.7** The Contractor shall maintain copies of a document signed by the youth to be placed in his/her record that indicates he/she has received a resident orientation within 48 hours of admission.
- C.7.6.8** The Contractor shall pursue CFSA's dispute resolution process for cases of disagreement regarding placement decisions for CFSA youth.
- C.7.6.9** The Contractor shall not discharge youth from a congregate care program unless a CFSA Family Team Meeting has determined that one or more of the following:
- (a) The youth requires a shift in level of care that is more or less restrictive and cannot be provided by the current congregate care program;
  - (b) The youth is to be reunified with family or relatives;
  - (c) The youth is to be placed in some other family-based foster care setting;
  - (d) The youth is to be adopted.
  - (e) The youth has adequately met his/her independent living goals and is ready to leave foster care.
- C.7.6.10** When circumstances change for the youth such that a placement change is considered, the Contractor shall retain the youth in his/her current foster care setting while immediately requesting a CFSA Family Team Meeting. If the Family Team Meeting determines that re-placement of the youth is necessary, the Contractor shall retain the youth in his/her current setting, and apply any recommended support services until an appropriate placement has been secured.
- C.7.6.11** The Contractor shall provide documentation to the Contract Administrator (CA), and to the Family Team Meeting attendees that describes all efforts made by the Contractor to stabilize and sustain the youth's placement. Such documentation shall include: notice to the Contractor's representative of circumstantial changes; crisis intervention and support services applied; utilization of community-based services; and other pertinent documentation.
- C.7.6.12** The Contractor shall ensure that discharge and aftercare planning commences at admission and is coordinated with the CFSA's CHSA.
- C.7.7 Case Planning, Staffing, and Case Responsibility**
- C.7.7.1** The Contractor shall provide social worker, parent, youth an orientation on the program within 48 hours of placement.

- C.7.7.2 The Contractor shall identify and convene a Review Evaluation and Direct (RED) Team which is comprised of representatives from CFSA, DDS(if appropriate), DBH( if appropriate), Schools, Vocational Organization or College, parents, relatives, significant life-long connections and other interested parties within 21 days of receipt of the referral to develop the case plan.
- C.7.7.3 The Contractor shall coordinate efforts with CFSA as necessary to comply with all CFSA policies related to visitation with parents, siblings, and other relatives.
- C.7.7.4** The Contractors and CFSA shall jointly develop an Individual Service Plan (or case plan) and Individual Transitional Independent Living Plan (ITILP) consistent with court orders within 30 days of placement.
- C.7.7.5** The Contractor shall ensure that group or independent living program staff and social workers involved with CFSA youth attend case planning conferences, staffing, and administrative reviews.
- C.7.7.6** CFSA shall maintain case management responsibility for youth in residential placement through a CFSA social worker.
- C.7.7.7 The Contractor shall provide supportive assistance to CFSA by working with the youth to meet his/her case plan and ITILP objectives, making service referrals and linkage, coordinating required family and sibling visits, and participating in case staffing, conferences and review.
- C.7.7.8** The Contractors shall designate a primary youth care counselor, social worker, or other qualified staff member responsible for supportive assistance functions. The Contractor shall ensure these individuals attend pertinent case staffing, reviews, and conferences.
- C.7.7.9** If a youth experiences an acute care episode, the Contractor shall send representatives to participate in treatment planning and care for the youth with the expectation that the youth will ultimately return to his/her placement.
- C.7.8** **Mandatory Reporting and Unusual Incidents**
- C.7.8.1** The Contractor shall follow the procedures and requirements outlined in the licensure regulations for mandatory reporting and unusual incidents. In addition to licensure regulations, the Contractor must file an unusual incident report any time the resident and/or staff has engaged in the an event that is significantly distinct from normal routine or procedure of the resident, the program, the staff, or any person relevant to the resident.
- C.7.8.2** The Contractor must file an unusual incident report by fax or e-mail, as CFSA may direct, to the CFSA hotline, social worker, supervisory social worker, and COTR and program manager of the Program Monitoring Division within 24 hours of knowledge of the incident. The facility must report any alleged child abuse, neglect or other risk to residents' health and safety to the CFSA hotline.

**C.7.9 Service Provision**

**C.7.9.1** The Contractor shall provide an array of services and overall strategy for meeting the needs of youth that complies with licensure regulations and any additional CFSA guidelines outlined herein. The services shall be appropriate to the age, gender, sexual orientation, cultural heritage, developmental and functional level, as well as the learning ability of each youth. These services shall include, but not be limited to, the following:

- (a) Food, shelter, hygiene, and clothing;
- (b) Health care;
- (c) Mental health and alcohol, tobacco, and substance abuse services;
- (d) Sex education and reproductive health services;
- (e) Educational services and advocacy;
- (f) Family Services/Visitation;
- (g) Recreation, Community Connections, and Religion;
- (h) Transportation services;
- (i) Vocational services.

**C.7.10 Health Care**

**C.7.10.1** The Contractor shall develop and submit the policy and procedures for meeting the preventative, routine, and emergency health care of youth.

**C.7.10.2** CFSA's Clinical Services Unit with the Placement Administration will include in each youth's case plan a descriptive medical and health care plan of the services required to meet his/her unique health and mental health needs. The Clinical Services Unit will assist with the coordination of the mental health services for the youth.

**C.7.10.3** The Contractor shall propose the methods for making service referrals with community-based providers, assuring youth utilize these services, and a standardized system for collecting, recording, and conveying health and mental health information to CFSA.

**C.7.10.4** The Contractor shall establish methods for securing, in a timely manner, all medically recommended health and therapeutic services including, but not limited to, medication, physical and occupational therapy, glasses, hearing aids, prosthetic devices, and corrective physical and dental devices.

**C.7.10.5** The Contractors shall facilitate the provision of therapeutic health services such as private duty nursing, medical respite care, homemaker services, among others, in accord with the case plan and Individualized Habilitation Plan and sanctioned by CFSA's Clinical Services Unit.

- C.7.10.6** The contractor shall utilize medical services provided by licensed doctors and agencies that accept Medicaid. Title IV-E eligible youth may receive Medicaid-covered services in the state in which they reside. CHSA will assist The Contractor in identifying Medicaid providers. Except in an emergency, CHSA shall approve any non-Medicaid vendor before the services are obtained.
- C.7.10.7** The contractor shall develop a training plan that prepares staff on health issues. Caretakers shall be required to participate in a pre-service health care training program of 8 hours as a prerequisite to working with children in care. In addition, four hours per year of in-service health training shall be provided. Training on universal infection control precautions shall be provided.
- C.7.10.8** The Contractor shall develop and submit the policy, procedures, and a care plan for youth affected by HIV and AIDS. Policy and procedures shall include risk assessment, evaluation and treatment, testing, disclosure, confidentiality, consent, counseling, permanency planning, and other topics. Practice shall also be compliant with **Section 504 of the Rehabilitation Act of 1973** that prohibits discrimination against individuals with handicaps. Universal infection control precautions shall be employed by caregivers.
- C.7.10.9** The Contractor shall ensure on-call availability of a physician for urgent services and consultations.

**C.7.11 Service Array**

The complement of services shall include, at a minimum:

- (a) Assessment and individualized treatment planning
- (b) Individual, group and family counseling
- (c) Psychiatric consultation
- (d) Educational services and advocacy
- (e) Therapeutic recreation
- (f) Social skills training and mentoring
- (g) Nurturing Home-like environment
- (h) Character Building and Self-esteem
- (i) Coordination of psychological counseling services provided by community mental health professionals
- (j) Coordination of medical services provided by community health professionals

- (k) Medication Management
- (l) Complete Life skills classes
- (m) Behavioral Management and Good Decision Making skills
- (n) Case Management and follow-up
- (o) Enrollment in public school or accredited GED program or vocational school
- (p) Academic Tutorial Assistance
- (q) Vocational Educational Opportunities
- (r) Transportation to and from home visits, employment etc
- (s) Representation at all court and FAPT meetings
- (t) Clothing allowance match Dollar for Dollar
- (u) Recreational Activities, both on-site and off –site
- (v) Cultural and Educational Activities
- (w) Employment support services including job coaching as appropriate

## **C.7.12 Sex Education and Reproductive Health Services**

- C.7.12.1** The Contractor shall provide all youth in care ages 13 to 21 years with sex education and health services that include, among others, sexual relations, pregnancy prevention/contraception, and sexually transmitted diseases (STD).
- C.7.12.2** The Contractor shall secure and/or provide high quality, community-based prenatal and postnatal counseling and services to pregnant teens, teen parents and to youth seeking to terminate pregnancies. The Contractor shall ensure care by a licensed obstetrician/gynecologist for all youth seeking access to such a provider.
- C.7.12.3** The Contractor shall link with organizations that provide education and support services for gay, lesbian, bisexual, and transgendered youth.

## **C.7.13 Educational Services and Advocacy**

- C.7.13.1** The Contractor shall be responsible for the educational and vocational needs of all youth placed in its care. CFSA will provide the Contractor necessary educational information and documentation for the youth. Within 48 hours of receiving this information and documentation, the Contractor shall arrange for and ensure that each school-aged resident attends school or an educational program in accordance with all applicable federal, state and local laws and the youth's initial service plan.

- C.7.13.2** The Contractor shall be responsible for enrolling and transporting all school age youth to any educational, vocational, employment and/or mentoring activities, unless otherwise provided by the school district or another community-based service provider.
- C.7.13.3** The Contractor shall ensure that youth who are no longer required to attend school under the District of Columbia's Compulsory Education Law receive directly, or are appropriately linked to, community-based services and providers to assist the youth transition to independence.
- C.7.13.4** The Contractor shall maintain the youth's educational records, including, but not limited to, report cards, educational testing and Individualized Education Plans (IEPs) in the resident's case record.
- C.7.13.5** The Contractor shall ensure that all youth in need of Special Education are appropriately assessed by the youth's local school or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). The Contractor shall describe its participation in all meetings held at the youth's local school in order to develop and/or enhance the youth's IEP.
- C.7.13.6** The Contractor shall comply with education policies set forth by DCPS and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Education Unit is available for consultation and assistance in this area.
- C.7.13.7** The Contractor shall provide educational enrichment programs and activities.
- C.7.13.8** The Contractor shall identify those educational duties and responsibilities for which congregate care staff and/or other contract staff will be accountable (e.g., attendance at school conferences, provision of school supplies, assistance with homework, regular contact with teachers).
- C.7.13.9** The Contractor shall identify and establish a network of paid or non-paid providers to which referrals may be made for tutoring, mentoring, and other remedial and advocacy services. The Contractor shall be responsible for linking the youth to the service provider as well as monitoring and ensuring the provision and quality of the service provided.
- C.7.13.10** One-on-one tutoring is available in limited circumstances to supplement DCPS services. The Contractor shall provide those youth presenting any of the following educational limitations with tutorial/remedial services:
- (a) Two or more grade levels behind age-appropriate academic performance;
  - (b) Reporting grades of D's or F's;
  - (c) Services are court ordered;
  - (d) Services recommended by IEP;
  - (e) Services recommended by school;

(f) Services recommended by a psychological evaluation, or

(g) Services recommended by the youth's service plan.

**C.7.13.11** CFSA encourages the provision of mentoring services for all youth being cared for in congregate care. Contractors shall work to provide innovative provision of mentoring services that are community-based, linked to professional groups, and/or are on a volunteer basis. Mentoring services should be as supplemental activities to tutoring and recreational endeavors already provided by the congregate care program.

**C.7.13.12** The Contractor shall provide CFSA with all pertinent educational information for the purposes of data collection and monitoring.

**C.7.14 Family Services/Visitation**

**C.7.14.1** The Contractor shall make efforts to involve the youth's family members and other significant persons in the youth's life, as appropriate, through facilitating visits and inclusion in case planning. The Contractor shall develop and submit policy and procedures for visitation that includes face-to-face visitation, mail correspondence, and telephone contact; supervision of visits; provision of adequate space for visits; and restriction of visits and contact.

**C.7.14.2** CFSA shall maintain primary case management responsibility, and the contractor is expected to provide supportive assistance in facilitating visits between the youth and his/her family in settings that are more conducive to positive family interaction. The Contractor shall establish the location to be utilized for visits and a sample schedule for visits.

**C.7.15 Recreation, Community Connections, and Religion**

**C.7.15.1** The Contractor shall develop recreational programming for youth that includes the types of family-oriented recreational and cultural/educational activities to be facilitated. Programs that organize both group and individualized recreational outings, and describe a calendar of activities shall be viewed favorably.

**C.7.15.2** The Contractor shall nurture the development of hobbies, interests and other leisure time activities for youth. Youth shall be provided sufficient recreational supplies, equipment and activities.

**C.7.15.3** The Contractor shall include youth residents in the activities of their family's community and/or the community in which they reside while in congregate care. Such involvement contributes to a youth's integration into a community and ability to tap into support mechanisms.

**C.7.15.4** The Contractor shall promote youth involvement in the community through volunteer civic activities, attendance at religious services (if desired), and use of public agencies/services such as the local library and health clinic, and other similar activities.

- C.7.15.5** The Contractor shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice, if so desired.
- C.7.16** **Transportation**
- C.7.16.1** The Contractor shall provide transportation to all scheduled activities including, but not limited to:
- (a) Medical and mental health appointments;
  - (b) School/educational and vocational activities;
  - (c) Recreational activities;
  - (d) Community activities; and
  - (e) Family activities and visits.
  - (f) Employment(coordination of transportation may be appropriate should the youth be eligible for transportation support through DDS)
- C.7.17** **Employment and Vocational Services**
- C.7.17.1** The Contractor shall link youth to vocational services as per the service objectives set forth in the case plan and/or ITILP. Services shall include vocational assessment and training programs.
- C.7.17.2** The Contractor shall secure employment assistance and job coaching for youth.
- C.7.17.3** The Contractor shall ensure that every youth has an opportunity to actively engage in employment and is expected to provide any on the job support necessary to ensure youth has a successful employment experience.
- C.8** **TRANSITION PERIOD**
- C.8.1** In the event of either termination or expiration of this contract, the Contractor shall assist the Agency in the smooth and orderly transition of the children in its care to a new contractor. This time shall be identified as the **Transition Period**.
- C.8.2** The CFSA CA shall provide the Contractor, no later than seven (7) days prior to the start of the transition period, a **Transition Plan**, which, at a minimum, lists all children to be moved with anticipated moving dates.
- C.8.3** During the Transition Period, the Contractor shall cooperate with the CA to ensure that all children continue to be provided Specialized Developmentally Disabled Services as directed by CFSA.
- C.8.4** The Contractor shall continue to provide the services as described in this contract during the Transition Period. The Contractor shall continue to follow the billing procedures outlined in **Section G** of this contract.

**C.8.5** The Transition period shall be no more sixty-one (61) days from either the termination date of services or the expiration date of the contract.

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

**SECTION D: PACKAGING AND MARKING**

Not Applicable

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

**SECTION E: INSPECTION AND ACCEPTANCE**

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

**E.2** CFSA AI CFSA-09-7 dated April 24, 2009 is applicable.

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

**SECTION F – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE****F.1 Term of Agreement**

**F.1.1** The term of this Human Care Agreement shall be for a base period of one (1) year with two (2) additional one year option periods, from the date award subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

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

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

**F.2 Agreement Not A Commitment of Funds or Commitment To Purchase**

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

**F.3 Option to Extend Term of the Agreement**

**F.3.1** The District Government may extend the term of this Human Care Agreement for a period of two (2) one (1) year option periods, or fractions thereof, by written notice to the Contractor prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.

**F.3.2** The service rates for the option periods shall be as specified in Section B.

**F.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.

**F.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed three (3) years.

**F.4 DELIVERABLES**

<b>Number</b>	<b>Deliverable</b>	<b>Qty.</b>	<b>Format/Method of Delivery</b>	<b>Due Date</b>	<b>To Whom</b>
1	Mandatory and Unusual Incident Reporting	1	Hard copy/Telephone	In accordance with 27 DCMR Chapter 62	In accordance with 27 DCMR Chapter 62 and to the CA
2	Progress Notes	2	Hard Copy	Monthly with Invoice	Business Service Administration and Contracts Monitoring and Program Empowerment (THE FOSTER CARE RESOURCES ADMINISTRATION )
4.	First Source Requirement	1	Hard Copy	In accordance with section H.4.5	CA
5.	Emergency response Plan and training provisions for Emergency response Plan	1	Hard Copy	In accordance with section H.17	CA
6.	Quarterly Expenditure Report	1	CFSA will provide the required format and method of delivery	45 days after the end of each quarter	CFSA's Business Service Administration

**F.4.1** The Provider shall submit to the District, as a deliverable, the report described in section H.4.5 of this contract that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider may not be paid.

**F.4.2** Progress notes which will be submitted monthly can be submitted electronically, but must include: name of social worker or service provider, licensure of social worker or service provider, description of services provided, time and duration of service provided, location of service provided, as well as the name, youth ID, case ID, social security number of the child to

whom services were provided. Basically, the notes must describe the “who, what, where, why, when, and how” of service provision.

-who (who is the service provider and who is the recipient of service)?

-what (what type of service was provided?);

-where (where/what location did provision of service take place)?

-why (why was the service provided?)

-when (when/what date and time did the service take place? and

-how (how were services provided i.e. via face-to face, telephone, etc.) services were provided.

**F.4.3** *The contractor shall maintain all the above information in the youth’s case file.*

## **F.5 PROVIDER QUARTERLY EXPENDITURE REPORTING**

**F,5,1** The contractor shall report all expenditures (accrued/cash) related to this contract on a quarterly basis. Expenditures shall be reported as they were itemized in the contract, “Budget Summary Form” via “Excel” worksheet(s). CFSA will provide the required format for this report. The Report are due to CFSA’s Business Services Administration within forty-five days after the end of each quarter. The expenditures shall be reported by Federal Fiscal Year (FFY) quarters. The FFY quarters; and the expenditure reporting due dates are as follows:

October 1 – December 31	-	Due on or before February 15
January 1 – March 31	-	Due on or before May 15
April 1 – June 30	-	Due on or before August 15
July 1 – September 30	-	Due on or before November 15

**F.5.2** The contractor shall submit the position descriptions of each position detailed in Schedule 1, Salary and Wages and Schedule 3 – Consulting/Experts with the initial Report.

## **F.6 PROVIDER CLOSE-OUT PACKAGE**

Within six (6) months of the expiration/termination of this contract, the contractor shall submit the Close Out Package to CFSA’s BSA. The Close Out Package shall include the following at a minimum:

**F.6.1** The contractor shall prepare an excel worksheet(s), which summarizes all of the expenditures associated with this contract. The summary must detail the expenditures as they were itemized in the original contract Budget Summary Form.

**F.6.2** The contractor shall prepare worksheet which summarizes all of the receipts/revenues, paid under this contract, the accompanying monthly supporting invoices.

**F.6.3** The contractor shall submit their most recent annual audit report.

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

**SECTION G: CONTRACT ADMINISTRATION DATA****G.1 INVOICE PAYMENT**

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

**G.2 INVOICE SUBMITTAL****G.2.1 FOR PER DIEM**

CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement Providers certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.

Example: The District will utilize the following formula each month to determine how much it will pay the Provider for the Per Diem Services:  $f = (c \times d \times e)$  where “f” represents the total payment for Per Diem Services; “c” represents the number of children actually placed with the Provider over the course of the month; “d” represents the Per Diem rate set forth in the HCA; and “e” represents the number of days in the month. Assuming the actual number of children served is 35 and the Provider’s Per Diem rate is \$100 and the month is 30 days long, under the above formula, the District will pay the Provider \$105,000 for Per Diem Services (calculated by multiplying 35 children X \$100 Per Diem X 30 days).

- G.2.2** The Provider shall solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.2.3** The Provider shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.2.4** Once an MPUR is certified by the Provider for the generation of an invoice, it cannot be modified.
- G.2.5** The Provider shall designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.2.6** If the Provider is unable to access the PPW, it is the Provider’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.
- G.2.7** If there is a substantive, not technical, problem with the Provider’s PPW invoice, it is the

Provider's responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.

**G.2.8** If the Provider fails to submit its invoices through the PPW and the MPUR, the Provider accepts that said invoices may not be processed within the normal statutory timeframes.

**G.2.9** The Provider shall submit invoices via email, 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  
2<sup>nd</sup> Floor, Ste.2030N  
Washington, DC 20003

No later than 20 days after the last day of any month in which services are provided. The invoices shall include the Provider's name, address, invoice number, date, tax ID number, DUNS number, HCA number, description of services, price, quantity and date, other supporting documentation or information, as required by the Contracting Officer, name, title, telephone number and address of both the responsible official to whom payment is to be sent, and the responsible official to be notified in the event of a defective invoice and authorized signature.

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

**G.3.1** For HCA's subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.

**G.3.2** No final payment shall be made to the Provider until the CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

### **G.4 METHOD OF PAYMENT**

**G.4.1** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

### **G.5 ASSIGNMENTS**

**G.5.1** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this HCA, the Provider may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.

**G.5.2** Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be assigned to more than one party.

**G.5.3** Notwithstanding an assignment of money claims pursuant to authority contained in the HCA, the Provider, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

## **G.6 THE QUICK PAYMENT CLAUSE**

### **G.6.1 Interest Penalties to Contractors**

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

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

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

### **G.6.2 Payments to Subcontractors**

**G.6.2.1** The Provider shall take one of the following actions within 7 days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under a HCA:

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

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

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

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

**G.6.2.4** A dispute between the Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick

Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.7 CONTRACTING OFFICER (CO)**

HCA's may be entered into and signed on behalf of the District only by contracting officers. The name, address and telephone number of the Contracting Officer is:

**Tara Sigamoni**  
**Agency Chief Contracting Officer**  
**District of Columbia Child and Family Services Agency**  
**200 I Street, S.E., Suite 2031**  
**Washington, D.C. 20003**  
**(202) 724-5300**

## **G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER**

**G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this HCA.

**G.8.2** The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this HCA, unless issued in writing and signed by the Contracting Officer.

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

## **G.9 CONTRACT ADMINISTRATOR (CA)**

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

**G.9.2** 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 HCA;

**G.9.3** Coordinating site entry for Provider personnel, if applicable;

- G.9.4** Reviewing invoices for completed work and recommending approval by the CO if the Provider's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5** 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
- G.9.6** Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.7** The address and telephone number of the CA is:

Garine Dalce  
 Child and Family Services Agency  
 Contracts Monitoring Division  
 Foster Care Resources Administration  
 200 I St SE, Ste. 3204  
 Washington, DC 20003  
 Ph: 202-724-7060  
 Fax: 202-724-5626

- G.9.8** The CA shall NOT have the authority to:
1. Award, agree to, or sign any HCA, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
  2. Grant deviations from or waive any of the terms and conditions of the HCA;
  3. Increase the dollar limit of the HCA or authorize work beyond the dollar limit of the HCA,
  4. Authorize the expenditure of funds by the Provider;
  5. Change the period of performance; or
  6. Authorize the use of District property, except as specified under the HCA.
- G.9.9** The Provider shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

**G.10.3 Compliance with Service Rates**

- G.10.3.1** The District will only pay, in accordance with the service rates shown in Section B, for services provided under this Human Care Agreement. If any overpayment occurs, the Provider shall repay the District the full amount of the overpayment.
- G.10.3.2** If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of the in-State rates to the Contracting Officer.

**G.10.3.3** If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit to the Contracting Officer a detailed budget with documentation to justify its rates. The Provider's unregulated costs may be subject to negotiation.

**G.10.3.4** If mailed, a purchase order or task order shall be considered "issued" by the District when deposited in the mail. Orders may be transmitted electronically.

**G.11** **QUARTERLY/ANNUAL EVALUATIONS**

**G.11.1** The Provider shall be evaluated on a quarterly basis throughout the performance period of this HCA. The CA will discuss the evaluations with the Provider as well as advise the Provider of their right to respond in writing to the evaluation within thirty (30) days of receipt. All evaluations and Provider's responses will become part of the official contract file for a period of three years and may be used to document past performance and support source selection decisions.

**G.12** **MONITORING**

**G.12.1** The Provider shall comply with the Child and Family Services Agency's Foster Care Resources Administration protocol for monitoring this Human Care Agreement and task order requirements and deliverables.

**G.12.2** The Provider shall be expected to submit data and quality assurance information that enables the CA to review the status of service delivery, outcomes and indicators.

**G.12.3** The Provider shall allow the Foster Care Resources Administration to complete periodic scheduled and unscheduled site visits as needed and at any location determined necessary by The Foster Care Resources Administration to assess performance, monitor, discuss and report on the delivery of services required under this Human Care Agreement and task order.

**G.12.4** The Provider shall participate in all technical assistance and support activities as requested by the Provider, or as deemed necessary as part of any Foster Care Resources Administration designated Program Improvement Plan (PIP).

**G.12.5** The Provider shall maintain some form of daily contact with each and every resident on a daily basis which could be in the form of an on-site visit, phone call, visit to work or educational site, via a life skills, social skills or some other psycho-educational group conducted by the Provider, among other forms.

**G.12.6** The Provider shall maintain a detailed log of daily contacts with teen parents that can be reviewed by the CA.

**G.12.7** If resolution through the designated Foster Care Resources Administration (e.g. Congregate Care) does not lead to closure, the Provider may initiate an appeal of formal monitoring findings in writing, using the CFSA established appeal process.

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

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

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

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

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

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

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

The Contractor shall be bound by the Wage Determination No. 2005-2103 revision No. 13 dated 6/19/13, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### **H.3 PUBLICITY**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.8.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- H.8.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
  - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

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

## **H.9 SUBCONTRACTING REQUIREMENTS**

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

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

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

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

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

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;

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

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

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

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

#### **H.9.4 Subcontractor Standards**

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

#### **H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.9.5.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

(a) **H.9.5.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

(b)

(c) **H.9.5.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

#### **H.10 DISTRICT RESPONSIBILITIES**

**H.10.1** CFSA will ensure that the Contractor has access to the Contract Administrator or a designee 7 days a week to address concerns or answer questions. The District will refer youth eligible to receive services under the resultant contract to the contractor. Initial referrals may be made by telephone. The District will issue a written referral within the 5 calendar days of the initial telephonic referral. In the event that a written referral is not received, the contractor shall cease to provide services until such time that a written referral is received.

**H.10.2** CFSA will notify the Contractor within 24 hours of any errors or issues with their invoices.

## **H.11 CONTRACTOR RESPONSIBILITIES**

**H.11.1** The contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer. The contractor will act independently and not as an agent of the Government.

### **H.11.2 Organizational Requirements**

**H.11.2.1** The Contractor shall provide information regarding its organization including the mission, organizational structure, location, and services and programs offered.

**H.11.2.3** The Contractor shall provide information regarding its contractual history with the District of Columbia and/or other jurisdictions, including the types of contracts, agencies contracted with, dates of contracts, and a copy of performance evaluations, if available, and a contact person.

**H.11.2.4** The Contractor shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this contract, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facilities.

**H.11.2.5** The Contractor shall submit a detailed work plan for the contract year, including all relevant action steps, responsible parties, outcomes and deliverables.

**H.11.2.6** The Contractor shall maintain complete written job descriptions covering all positions funded through the contract in the files to be made available to CFSA for review. Job descriptions shall include required credentials, human care certifications, and training certificates, description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria.

**H.11.2.7** The Contractor shall submit any changes in key staffing patterns to the *Contracting Officer's Technical Representative (COTR)*, identified in **Section G.9**, not less than 30 days in advance of such changes.

**H.11.2.8** The Contractor shall submit a copy of the policies and procedures relevant to its congregate care program(s). Policies should include (1) residents' rights and responsibilities, (2) behavior management techniques, and (3) all other pertinent descriptions of philosophy and approach to care.

### **H.11.3 Staff Qualifications and Requirements**

**H.11.3.1** The Contractors shall establish personnel guidelines that are in compliance with licensure regulations, as well as the CFSA guidelines outlined henceforth.

**H.11.3.2** The Contractor shall ensure that all employees, consultants and sub-contractors have been cleared through the Federal Bureau of Investigation (FBI), the Child Protection Registry and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this contract, as well as cleared

through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

- H.11.3.3** The Contractor shall ensure employees, consultants and sub-contractors obtain FBI and local police clearances every two (2) years, and a Child Protection Registry clearance on an annual basis.
- H.11.3.4** The Contractor shall screen new employees for drug and alcohol use, and then conduct subsequent, continuous testing on a random basis.
- H.11.3.5** The Contractor shall provide to the COTR copies of the results of all Child Protection Register and criminal background checks, and the results of all drug and alcohol tests for all new employees. The Program Manager of Licensing and Monitoring, or his designee, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract.
- H.11.3.6** **The Contractor shall NOT HIRE ANY INDIVIDUALS having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, or drug distribution under this contract.**
- H.11.3.7** The Contractor shall terminate any staff for whom allegations of any of the following have been substantiated by an investigation by CFSA's Institutional Abuse Unit:
- (a) Physical abuse of children, families or staff members;
  - (b) Sexual abuse or harassment of children, families or staff members;
  - (c) Verbal or emotional abuse of children, families or staff members;
  - (d) Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty;
  - (e) Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.

***Failure to dismiss employees for these conditions shall be sufficient cause for the contract termination under clause 8, Default, Standard Contract Provisions for Use with District of Columbia Supply and Services Contract, dated March 2007 (Attachment J.1).***

- H.11.3.8** The Contractor shall ensure that staff can provide services capable of meeting the cultural and linguistic needs of the participating youth and pertinent family members with whom visiting and planning for the youth must take place. To the extent possible, the Contractor shall comply with the First Source Employment Agreement, and recruit and hire appropriately qualified staff from the community served.
- H.11.3.9** In its work plan, the Contractor shall profile staff credentials, including, but not limited to, the number of staff, educational degrees, languages spoken and areas of

specialization, and describe how these impact and address service needs of the targeted population.

**H.11.3.10** The Contractor's congregate care staff shall collectively have experience and skill in adolescent development, behavior management, child abuse and neglect, family dynamics, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.

**H.11.3.11** The Contractor's staff members and sub-contractors responsible for performing professional services, including psychological, psychiatric, medical, social work, nursing, dental, and education, shall have professional degrees from accredited colleges or universities and current licenses in their respective fields.

#### **H.11.4 Staff Training and Development**

**H.11.4.1** The Contractor shall establish staff training and development policy and procedures that are in compliance with the licensure regulations, and CFSA guidelines outlined in this section.

**H.11.4.2** The Contractor shall provide training to congregate care staff on relevant child welfare topics including, but not limited to, child abuse and neglect, psychotropic medication and medication management, strength-based, family-centered practice, concurrent planning, domestic violence, teen relationship abuse, and HIV/AIDS.

**H.11.4.3** The Contractor shall also ensure that staff is trained on the provision of community-based services, including training on community characteristics, resources and needs, and negotiating services for children within a community-based environment.

**H.11.4.4** The contractor shall ensure that training incorporates and encourages the participation of representatives from community residents and community-based service providers, such as local hospitals, police precincts and drug treatment centers.

**H.11.4.5** The Contractor shall also provide training to congregate care staff on topics relevant to adolescent development. Topics may include, but are not limited to, education and career development, life skills, health and pregnancy prevention, mental health, domestic violence and alcohol and substance abuse.

**H.11.4.6** The Contractor shall maintain training records, including attendance and copies of the curriculum.

#### **H.11.5 Information, Data Collection, Program Evaluation, and Quality Assurance**

**H.11.5.1** The Contractor and all subcontractors shall establish and submit, upon award, policies and procedures that ensure compliance with all District and federal privacy and confidentiality laws and policies.

**H.11.5.2** The Contractors shall submit a Daily Census Report form for each facility to the Licensing and Monitoring Administration by fax or e-mail as CFSA may direct.

- H.11.5.3** The Contractor shall ensure that congregate care staff and youth are actively involved in CFSA’s Administrative Review and Case Practice Process.
- H.11.5.4** The Contractor shall maintain adequate case files and fiscal records, and ensure that staff follow appropriate record-keeping practices and procedures, in a manner that is compliant with and supports all existing federal, state, and local laws, rules, and regulations, and is consistent with policies, procedures, and standards promulgated by CFSA.
- H.11.5.5** The Contractor shall comply with CFSA standards for reporting, monitoring activities, and performance reviews. CFSA shall offer technical assistance and a period of time for implementation of protocols in order to meet compliance standards.
- H.11.5.6** The Contractor shall develop and submit their quality assurance systems for monitoring and reviewing program performance and designing and implementing improvement strategies. The Contractor shall ensure participation in all CFSA Quality Improvement Processes that include, but may not be limited to, the following:
- (a) Administrative Reviews
  - (b) Case Practice Staffing
  - (c) Permanency Staffing

## **H.12 HIPAA BUSINESS ASSOCIATE COMPLIANCE**

For the purpose of this agreement, 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 (“HIPAA Regulations”) and as a recipient of Protected Health Information or electronic Protected Health Information from [AGENCY], is a “Business Associate” as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this Agreement shall have the same meaning as those terms in the HIPAA Regulations.

### **1. Definitions**

- a. ***Business Associate*** means a person or entity, who, on behalf of the District government or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a member of the workforce of the District or arrangement, creates, receives, maintains, or transmits protected health information for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and re-pricing; or provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an organized health

care arrangement in which the District participates, where the provision of the service involves the disclosure of protected health information from the District or arrangement, or from another business associate of the District or arrangement, to the person. A covered entity may be a business associate of another covered entity.

A Business Associate includes, (i) a Health Information Organization, E-prescribing Gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information; (ii) a person that offers a personal health record to one or more individuals on behalf of the District; (iii) a subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

A *Business Associate* does not include: (i) a health care provider, with respect to disclosures by a covered entity to the health care provider concerning the treatment of the individual; (ii) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or HMO with respect to a group health plan) to the plan sponsor, to the extent that the requirements of 45 CFR § 164.504(f) apply and are met; (iii) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting protected health information for such purposes, to the extent such activities are authorized by law; iv) a covered entity participating in an

organized health care arrangement that performs a function, activity or service included in the definition of a Business Associate above for or on behalf of such organized health care arrangement.

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

- e. **Health Care** means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. **Health Care Components** means a component or a combination of components of a hybrid entity designated by a hybrid entity. **Health Care Components** must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. **Health Care Operations** shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. **Hybrid Entity** means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A **Hybrid Entity** is required to designate as a health care component, any other components of the entity that
  - i. 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. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its health care components for compliance with the Security Rule and privacy requirements under this Clause.
- j. **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.
- k. **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).
- l. **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.
- m. **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.
- n. **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.
- o. **Privacy Officer.** "Privacy Officer" shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, 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). Also referred to as the agency Privacy Officer, the individual 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.
- p. **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.
- q. **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.

PHI 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.
- r. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- s. **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.
- t. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.

- u. **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 PHI or ePHI (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 use appropriate safeguards and 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 Health Information Technology Economic and Clinical HealthACT (February 18, 2010) (“HITECH”), to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this Clause. Business Associate acknowledges that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, Business Associate is under the jurisdiction of the United States Department of Health and Human Services and is directly liable for its own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. § 164 is as follows:

**Administrative Safeguards**

Security Management Process	164.308(a)(1)	Risk Analysis (R) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)
Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A) Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7)	Data Backup Plan (R)

		Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

### Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A)
Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

### Technical Safeguards (see § 164.312)

Access Control	164.312(a)(1)	Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A)
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this Clause, the Security Rule and other applicable federal and state privacy law within the Business Associate's business. The Business associate reports violations and conditions to the District-wide Privacy and Security

Official and/or the Agency Privacy Officer of the covered component within the District's Hybrid Entity.

- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Clause.
- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this HIPAA Compliance Clause or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 CFR §164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the HHS Office for Civil Rights (OCR), and potentially the media, on behalf of the District.

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 PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.

- f. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information
- g. Initially, within ten (10) days following the commencement of this Contract, or within ten (10) days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this Clause.
- h. 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 PHI 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.
- i. The Business Associate agrees to make any amendment(s) within five business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format 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.

- j. 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 PHI 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 Identity And Procedure Verification Policy, attached hereto as Exhibit A and incorporated by reference.
- k. The Business Associate agrees to record authorizations and log such disclosures of PHI 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 PHI in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.

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's Privacy and Security 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 PHI in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

- l. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI 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 and Security 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.
- m. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- n. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this Clause, as well as data systems storing or transmitting PHI, to verify compliance.
- o. The Business Associate may aggregate PHI in its possession with the PHI 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 PHI 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.

- p. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI 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 PHI 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 Subpart E of 45 CFR § 164 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 PHI 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 PHI 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 PHI 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 PHI 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
- c. 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 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.
- d. 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 PHI 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 PHI, to the extent that such changes may affect the use or disclosure of PHI by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI 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 PHI by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 CFR § 164 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 PHI 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 Contract;
- 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 PHI 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 PHI 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 PHI, 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 PHI 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, PHI 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** all PHI 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 PHI that is in the possession of all subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.
- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity 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 PHI is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
  - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
  - (2) Return to covered entity, or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
- (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out which applied prior to termination; and
- (5) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations outlined in Section 2. Obligations and Activities of Business Associate shall survive the termination of this Contract.

#### 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 the sections of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts covering Default and Termination for the Convenience of the District shall survive termination of the Contract.
- d. **Interpretation.** Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations, and the HIPAA Rules, 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 PHI than those of the HIPAA Rules.

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 PHI, 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 PHI by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received PHI 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

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\_\_\_\_\_

\_\_\_\_\_

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\_\_\_\_\_

Attention:

Attention:

\_\_\_\_\_

\_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

- 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.

Attachment

Exhibit A - Identity and Procedure Verification

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

## **SECTION I: CONTRACT CLAUSES**

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

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

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

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

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

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

### **I.4 TIME**

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

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

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

**I.5.2** The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards, process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless
- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

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

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

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

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

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

**I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.

**I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Contractor by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Contractor at the time of delivery of such work.

## **I.6 OTHER CONTRACTORS**

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

## **I.7 SUBCONTRACTS**

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

## **I.8 INSURANCE**

### **GENERAL REQUIREMENTS.**

**1.8.1** 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.

### **I.8.2. Commercial General Liability Insurance:**

The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property

damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

**I.8.3. Automobile Liability Insurance:**

The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

**I.8.4. 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.

**I.8.5. 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.

**I.8.6. 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.

**I.8.7. Umbrella or Excess Liability Insurance:**

The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.

**I.8.8. SEXUAL/PHYSICAL ABUSE & MOLESTATION:**

The Provider 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.**

**I.8.9. PROPERTY INSURANCE:**

The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.

**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.

**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.**

**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.

**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.

**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.

**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  
200 I Street SE, Suite 2031  
Washington, D.C. 20003  
(202) 724-5300 (main number)

**I.9.0. DISCLOSURE OF INFORMATION:**

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

**I.10. EQUAL EMPLOYMENT OPPORTUNITY:**

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

**I.11 ORDER OF PRECEDENCE:**

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

- An applicable Court Order, if any
- Contract document
- Standard Contract Provisions
- Contract attachments other than the Standard Contract Provisions
- RFP, as amended
- BAFOs (in order of most recent to earliest)
- Proposal

**I.12 RESERVED:****I.13 GOVERNING LAW:**

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

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.2</b>	U.S. Department of Labor Wage Determination 13 dated June 19, 2013
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.5</b>	Way to Work Amendment Act of 2013 - Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.6</b>	Way to Work Amendment Act of 2013 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.7</b>	Tax Certification Affidavit Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.9</b>	Subcontracting Plan Form – DCOCP-1105 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.10</b>	Cost/Price Disclosure Certification available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"
<b>J.11</b>	Cost/Price Data Requirements Available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on "Solicitation Documents"

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

-SECTION K

**K.1 TYPE OF BUSINESS ORGANIZATION**

**BIDDER/OFFEROR CERTIFICATION FORM**

<b>COMPLETION</b>			
The person(s) completing this form must be knowledgeable about the bidders/offeror's business and operations.			
<b>RESPONSE</b>			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
<b>GENERAL INSTRUCTIONS</b>			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
<b>SECTION 1. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION</b>			
Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).			
<b>PART 1: BIDDER/OFFEROR INFORMATION</b>			
Legal Business Entity Name:		Solicitation #: DCRL-2014-R-0064	
Address of the Principal Place of Business (Street, City State, Zip Code)		Telephone # and ext.	Fax #
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (Including PC)	Date of Incorporation:		
<input type="checkbox"/> Joint Venture	Date of Organization:		
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)	Date of Organization:		
<input type="checkbox"/> Nonprofit Organization	Date of Organization:		
<input type="checkbox"/> Partnership (Including LLP, LP or General)	Date of Registration or Establishment:		
<input type="checkbox"/> Sole Proprietor	How Many years in Business?		
<input type="checkbox"/> Other	Date Establish?		
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

If “No” to Subpart 1.2, provide the jurisdiction where the bidder’s/offeror’s business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.

State \_\_\_\_\_ Country \_\_\_\_\_

1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:

- (a) Certify its intent to obtain the necessary license, registration or certification prior to contract award, or
- (b) Explain its exemption from the requirement.

**PART 2: INDIVIDUAL RESPONSIBILITY**

**Additional Instructions for Section I, Parts 2 through 8:** Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).

Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:

2.1 Been sanctioned relative to any business or professional permit or license?  Yes  No  Other

2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?  Yes  No  Other

2.3 Been proposed for suspension or debarment?  Yes  No  Other

2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?  Yes  No  Other

2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:  Yes  No  Other

- (a) Any business-related activity; or
- (b) Any crime the underlying conduct of which was related to truthfulness?

2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?  Yes  No  Other

**PART 3: BUSINESS RESPONSIBILITY**

Within the past five (5) years, has the bidder/offeror:

3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?  Yes  No  Other

3.2 Been proposed for suspension or debarment?  Yes  No  Other

3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?  Yes  No  Other

3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:  Yes  No  Other

- (a) Any business-related activity; or
- (b) Any crime the underlying conduct of which was related to truthfulness?

3.5 Been disqualified on any government permit or license?  Yes  No  Other

3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?  Yes  No  Other

3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?  Yes  No  Other

3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?  Yes  No  Other

Please provide an explanation for each “Yes” or “Other” in Part 3.

**PART 4: CERTIFICATES AND LICENSES**

Within the past five (5) years, has the bidder/offeror:

4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?  Yes  No  Other

Please provide an explanation for "Yes" in Subpart 4.1.	
4.2 Please provide a copy of the bidder's/offeror's District of Columbia Office of Tax and Revenue Tax Certification Affidavit.	
<b>PART 5: LEGAL PROCEEDINGS</b>	
Within the past five (5) years, has the bidder/offeror:	
5.1 Had any liens or judgments (not including UCC filings) over \$25,000 filed against it which remain undischarged?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 5.1, provide an explanation of the issue(s), relevant dates, the Lien Holder or Claimant's name, the amount of the lien(s) and the current status of the issue(s).	
5.2 Had a government entity find a willful violation of District of Columbia compensation or prevailing wage laws, the Service Contract Act or the Davis-Bacon Act?	<input type="checkbox"/> Yes <input type="checkbox"/> No
5.3 Received any OSHA citation and Notification of Penalty containing a violation classified as serious or willful?	<input type="checkbox"/> Yes <input type="checkbox"/> No
Please provide an explanation for each "Yes" in Part 5.	
<b>PART 6: FINANCIAL AND ORGANIZATIONAL INFORMATION</b>	
6.1 Within the past five (5) years, has the bidder/offeror received any formal unsatisfactory performance assessment(s) from any government entity on any contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.1, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
6.2 Within the past five (5) years, has the bidder/offeror had any liquidated damages assessed over \$25,000?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.2, provide an explanation of the issue(s), relevant dates, the government entity involved, the amount assessed and the current status of the issue(s).	
6.3 Within the last seven (7) years, has the bidder/offeror initiated or been the subject of any bankruptcy proceedings, whether or not closed, or is any bankruptcy proceeding pending?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.3, provide the bankruptcy chapter number, the court name and the docket number. Indicate the current status of the proceedings as "initiated," "pending" or "closed".	
6.4 During the past three (3) years, has the bidder/offeror failed to file or pay any tax returns required by federal, state, District of Columbia or local laws?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.4, provide the taxing jurisdiction, the type of tax, the liability year(s), the tax liability amount the bidder/offeror failed to file/pay and the current status of the tax liability.	
6.5 During the past three (3) years, has the bidder/offeror failed to file a District of Columbia unemployment insurance return or failed to pay District of Columbia unemployment insurance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.5, provide the years the bidder/offeror failed to file the return or pay the insurance, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.6 During the past three (3) years, has the bidder/offeror complied with any payment agreement with the Internal Revenue Service, the District of Columbia Office of Tax and Revenue and the Department of Employment Services	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.6, provide the years the bidder/offeror failed to comply with the payment agreement, explain the situation and any remedial or corrective action(s) taken and the current status of the issue(s).	
6.7 Indicate whether any outstanding debt is owed to the federal or District of Columbia government.	<input type="checkbox"/> Yes <input type="checkbox"/> No
If "Yes" to Subpart 6.7, provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

6.8 During the past three (3) years, has the bidder/offeror been audited by any government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(a) If "Yes" to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If "Yes" to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	

**PART 7: RESPONSE UPDATE REQUIREMENT**

7.1 In accordance with the requirement of Section 302© of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:

(a) Within sixty (60) days of a material change to a response; and  
 (b) Prior to the exercise of an option year contract

**PART 8: FREEDOM OF INFORMATION ACT (FOIA)**

8.1 Indicate whether any information provided in response to a question in Section I is believed to be exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (A determination of whether such information is, in fact, exempt from FOIA will be made at the time of any request for disclosure under FOIA.)

Yes  No

**SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS**

Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offeror's pricing. Part 3 relates to equal employment opportunity requirements.

**PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT**

By checking the applicable line, the bidder/offeror certifies that:

1.2 No person listed in clause 13 of the Standard Contract Provisions, "District Employees Not To Benefit", will benefit from this contract.

1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)

(a) \_\_\_\_\_

(c) \_\_\_\_\_

**PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS**

By checking the applicable line, the bidder/offeror certifies that:

2.1 Each signature of the bidder/offeror is considered to be a certification by the signatory that:

(a) the contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:

- (i) Those prices;
- (ii) The intention to submit a bid/proposal
- (iii) The methods or factors used to calculate the prices in the contract.

(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and

(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition

2.2 Each signature on the bid/proposal is considered to be a certification by the signatory that the signatory:

- (a) Is the person in the bidder's/offeror's organization responsible for determining the prices being offered in the contract;
- (b) Has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or
- (c) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:

\_\_\_\_\_  
 [Insert full name of person(s) in the organization responsible for determining the prices offered  
 in this contract and the title of his or her position in the bidder's/offeror's organization]

- (i) As an authorized agent, certifies that the principal named in subparagraph 2.2(c) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and
- (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.

\_\_\_\_ 2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

**PART 3: EQUAL OPPORTUNITY OBLIGATIONS**

\_\_\_\_ 3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.

**SECTION III. BUY AMERICAN ACT CERTIFICATION**

**Instructions for Section III:** Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.

**PART 1: BUY AMERICAN ACT COMPLIANCE**

By checking the applicable line, the bidder/offeror certifies that:

\_\_\_\_ 1.1 Each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provision, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.

\_\_\_\_\_ EXCLUDED END PRODUCTS

\_\_\_\_\_ COUNTRY OF ORIGIN

**SECTION IV. CERTIFICATION**

**Instruction for Section IV: This section must be completed by all bidder/offerors.**

I, [ \_\_\_\_\_ ], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.

Name	Telephone #:	Fax #:
Title:	Email Address:	

The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.

**SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS****L.1 CONTRACT AWARD****L.1.1 Most Advantageous to the District**

The District intends to award up-to two (2) Human Care Agreements as necessary to satisfy its placement capacity resulting from this solicitation to qualified offeror(s) to satisfy all or part of the District's anticipated requirements for Developmental Disabled Services as described in the HCA after the Contracting Officer determines it is in the best interest of the District, considering the offeror(s) proposal, its capability of providing the service and a judgement that the price proposed by the offeror is reasonable.

**L.1.2 Initial Offers**

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

**L.2 BUSINESS PLAN FORM, ORGANIZATION AND CONTENT**

One original and four (4) copies of the written business plan shall be submitted in two parts, titled "Technical Business Plan" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile business plans will not be accepted. One copy of the business plan shall be submitted in PDF format on a CD. Each business plan shall be submitted in a sealed envelope conspicuously marked": "Business Plan in Response to Request for Qualification No. **DCRL-2014-H-0064**

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

**L.3.1. Proposals must be submitted no later than 2:00pm on June 22, 2014.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

- (d) **Proposal submissions shall be sent or hand delivered to the following:**

**D.C. Child & Family Services Agency  
Contracts and Procurement Administration  
200 I Street, S.E., Street 2031  
Washington, D.C. 20003  
Attn: Robert O. Stona, Contract Specialist**

- (e) If hand-delivering – offerors are cautioned to **USE ONLY THE 200 I Street SE, Lobby Entrance; also known as the CFSA Clinic Entrance. DO NOT GO TO THE LOADING DOCK OR MAIN LOBBY.** This is a secured access building and CFSA will ensure that staff is present at this location to ensure timely receipt of proposals. Contractors are cautioned to allow sufficient time to locate parking. Contractors assume the risk for ensuring the proposals are received prior to the date and time set for the receipt of proposals. **If the contractor uses an entrance other 200 I Street SE, Lobby Entrance; also known as the CFSA Clinic Entrance.,** CFSA does not guarantee that it will be able to reach the location in sufficient time to ensure timely receipt.

### **L.3.2 Withdrawal or Modification of Business Plans**

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

### **L.3.3 Postmarks**

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

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

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

### **L.3.5 Late Business Plan**

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

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

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. **The prospective offeror shall submit questions no later than July 04, 2014.** The District will not consider any questions received less than **ten** days before the date set for submission of proposals. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

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

Recipients of this solicitation not responding with a business plan should not return this solicitation. Instead, they should advise the Contracting Officer, Contract and Procurement Administration, 200 I Street S.E, 2<sup>ND</sup> Floor, Ste.2031N, Washington DC 20003, telephone (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, *Tara Sigamoni* of the reason for not submitting a business plan in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Tara Sigamoni, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

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

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

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

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

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

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this business”plan.”

**L.7 OPTION YEARS**

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

**L.8 PROTESTS**

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

**L.9 SIGNING OF OFFERS**

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

**L.10 UNNECESSARILY ELABORATE BUSINESS PLANS**

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

**L.11 RETENTION OF BUSINESS PLANS**

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

**L.12 PREPARATION COSTS**

The District is not liable for any costs incurred by the offerors in submitting business plans in response to this HCA.

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

In addition to other business plan submission requirements, the offeror must submit an electronic copy of its business plan, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section

2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

#### **L.14 FAMILIARIZATION WITH CONDITIONS**

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

#### **L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of offers. Offerors' failure to acknowledge an amendment may result in rejection of the offer.

#### **L.16 BEST AND FINAL OFFERS**

If, subsequent to receiving original business plans, negotiations are conducted, offerors will be so notified and will be provided an opportunity to submit written best and final offers at the designated date and time. Best and Final Offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of business plans provision of the solicitation. After receipt of best and final offers, no discussions will be reopened unless the Contracting Officer 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 Contracting Officer shall issue an additional request for best and final offers.

#### **L.17 LEGAL STATUS OF OFFEROR**

Each business plan must provide the following information:

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

**L.17.2** A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862 (2001), if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary

license, registration or certification prior to contract award or its exemption from such requirements; and

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

L.18 PRE-BID CONFERENCE

N/A.

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

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

The HCA's will be awarded to the responsible offeror(s) whose business plan is most advantageous to the District.

### **M.2 BUSINESS PLAN REVIEW CRITERIA**

The Business Plan Review Criteria is as follows:

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

### **M.3 GUIDELINES FOR REVIEW AND DETERMINATION**

- Business Plan consistency with Scope of Work
- Service provider's ability to provide the key elements from the SOW such as credentialed staff, 24 hour placement ability, comprehensive programming capabilities and demonstrated positive past performance for children.
- Service provider's personnel infrastructure stating ability to provide levels of professional staff and direct care staff (hiring and retention) to ensure access to contracted bed capacity 24 hours per day.
- Proof of five years (5) past performance.
- Service provider's licensed (or potential license) bed capacity for targeted programs.

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