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|---------------------------------------|---|---|------------------------------|
| SOLICITATION, OFFER, AND AWARD | | 1. Caption Professional Foster Parent (PFP) | Pages 1 of 71 |
| 2. Contract Number N/A | 3. Solicitation Number DCRL-2014-R-0151 | 4. Type of Solicitation Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency | 5. Date Issued 08/14/2014 |
| | | 6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside | |

7. Issued By:
Child and Family Services Agency (CFSA)
Contracts and Procurement Administration
200 I Street, SE
Washington, DC 20003

8. Address Offer to:
Child and Family Services Agency (CFSA)
Contracts and Procurement Administration
200 I Street, SE
Washington, DC 20003

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

SOLICITATION

9. This solicitation will be conducted electronically. To be considered, an offeror must submit required documentation and attachments via email to Jamie.moton@dc.gov or if hand carried to the

Until (Hour) **2:00 PM** local time (Date) **September 16, 2014** EST

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

| | | | | | |
|-----------------------------|-----------------------------------|--------------------|----------------------|-------|-------------------|
| 10. For Information Contact | Name | B. Telephone | | | B. E-mail Address |
| | Jamie Morton, Contract Specialist | (Area Code) 202 | (Number) 727-2148 | (Ext) | |

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OFFER

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

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

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

| | | | |
|--|---|---------------|----------------|
| 15A. Name and Address | 16. Name and Title of Person Authorized to Sign Offer/Contract | | |
| 15B. Telephone (Area Code) (Number) (Ext) | 15. C. Check if remittance address is different from above - Refer to Section G | 17. Signature | 18. Offer Date |
| | FEIN NO: | | |

AWARD (TO BE COMPLETED BY GOVERNMENT)

| | | |
|-----------------------------------|----------------|----------------------------------|
| 19. Accepted as to Items Numbered | 20. Amount: \$ | 21. Accounting and Appropriation |
| | | |

| | | |
|--|---|----------------|
| 22. Name of Contracting Officer (Type or Print) Tara Sigamoni | 23. Signature of Contracting Officer (District of Columbia) | 24. Award Date |
|--|---|----------------|



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

B.1 The District of Columbia Office of Contracting and Procurement, on behalf of Child and Family Services Agency (CFSA) is seeking the services of a professional foster parent to serve as a stay at home parent for children/youth in the child welfare system.

B.2 The District contemplates award of a firm fixed price and cost reimbursement contract

B.3 PRICE SCHEDULE

B.3.1 BASE YEAR – CLIN NOS. 0001 THROUGH 0003

| CLIN NO. | Services | Per Diem Rate Per Client | Units | Max. Number of Clients | Total Amount |
|--|---|--------------------------|-----------|------------------------|--------------------|
| 0001 | Professional- Foster Care Maintenance cited in §§ B.6, C.4, C.5 | <u>\$40.39</u> | 365 days | 10 | <u>\$29,484.70</u> |
| 0002 | Administrative Allowance cited in §§ B.5.2 | \$_____ | 12 Months | N/A | \$_____ |
| 0003 | Cost Reimbursement cited in §§ B.5.3, and § B.7 | \$_____ | N/A | N/A | \$_____ |
| TOTAL NOT-TO-EXCEED AMOUNT FOR CLIN NOS. 0001 AND 0003 | | | | | \$_____ |

B.3.2 OPTION YEAR 1 – CLIN NOS. 1001 THROUGH 1003

| CLIN NO. | Services | Per Diem Rate Per Client | Units | Max. Number of Clients | Total Amount |
|--|--|--------------------------|-----------|------------------------|--------------------|
| 1001 | Professional – Foster Care Maintenance cited in §§ B.6, C.4, C.5 | <u>\$40.39</u> | 365 days | 10 | <u>\$29,484.70</u> |
| 1002 | Administrative Allowance cited in §§ B.5.2 | \$_____ _____ | 12 Months | | \$_____ |
| 1003 | Cost Reimbursement cited in §§ B.5.3, and § B.7 | N/A | N/A | | \$_____ |
| TOTAL NOT-TO-EXCEED AMOUNT FOR CLIN NOS. 1001 AND 1003 | | | | | \$_____ |

B.3.3 OPTION YEAR 2 – CLIN NOS. 2001 AND 2003

| CLIN NO. | Services | Per Diem Rate Per Client | Units | Max. Number of Clients | Total Amount |
|--|---|--------------------------|-----------|------------------------|--------------------|
| 2001 | Professional -Foster Care Maintenance cited in §§ B.6, C.4, C.5 | <u>\$40.39</u> | 365 days | 10 | <u>\$29,484.70</u> |
| 2002 | Administrative Allowance cited in §§ B.5.2 | \$ _____ | 12 Months | N/A | \$ _____ |
| 2003 | Cost Reimbursement cited in §§ B.5.3, and § B.7 | \$ _____ | N/A | N/A | \$ _____ |
| TOTAL NOT-TO-EXCEED AMOUNT FOR CLIN NOS. 2001 THROUGH 2003 | | | | | \$ _____ |

B.3.4 OPTION YEAR 3 – CLIN NOS. 3001 AND 3003

| CLIN NO. | Services | Per Diem Rate Per Client | Units | Max. Number of Clients | Total Amount |
|--|---|--------------------------|-----------|------------------------|--------------------|
| 3001 | Professional -Foster Care Maintenance cited in §§ B.6, C.4, C.5 | <u>\$40.39</u> | 365 days | 10 | <u>\$29,484.70</u> |
| 3002 | Administrative Allowance cited in §§ B.5.2 | \$ _____ | 12 Months | N/A | \$ _____ |
| 3003 | Cost Reimbursement cited in §§ B.5.3, and § B.7 | \$ _____ | N/A | N/A | \$ _____ |
| TOTAL NOT-TO-EXCEED AMOUNT FOR CLIN NOS. 3001 THROUGH 3003 | | | | | \$ _____ |

B.3.5 OPTION YEAR 4 – CLIN NOS. 4001 AND 4003

| CLIN NO. | Services | Per Diem Rate Per Client | Units | Max. Number of Clients | Total Amount |
|--|---|--------------------------|-----------|------------------------|--------------------|
| 4001 | Professional -Foster Care Maintenance cited in §§ B.6, C.4, C.5 | <u>\$40.39</u> | 365 days | 10 | <u>\$29,484.70</u> |
| 4002 | Administrative Allowance cited in §§ B.5.2 | \$ _____ | 12 Months | N/A | \$ _____ |
| 4003 | Cost Reimbursement cited in §§ B.5.3, and § B.7 | \$ _____ | N/A | N/A | \$ _____ |
| TOTAL NOT-TO-EXCEED AMOUNT FOR CLIN NOS. 4001 THROUGH 4003 | | | | | \$ _____ |

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

B.5 PAYMENT/REIMBURSEMENT METHODS

There are three (3) payment/reimbursement components associated with this solicitation or resultant contract, **parent solicitation and resultant contract**. (1) Providers will be paid separately for the *negotiated* Foster Care Maintenance via a daily per-diem based on the number children/youth service units and the associated costs. This includes a pre-set foster care room and board payment based on the number of children/youth, *negotiated* monthly, (2) Administrative allowance (unrelated to children/youth service units); and, (3) All remaining costs will be reimbursed after they have been expended and reported via Cost Reimbursement.

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

B.5.1 Foster Care Maintenance Per-Diem

B.5.1.1 The Provider will be paid monthly for the negotiated foster care maintenance daily per-diem, which includes the costs of wages/salaries and fringe benefit of resource parents providing daily supervision. The Per Diem will be paid per child, per day and invoiced to the District on a monthly basis, per the instructions outlined in Section G. The Per Diem is a pre-negotiated rate between the Provider and the District government and includes the pre-set foster care room and board payments based on the number of children/youth.

B.5.2 Monthly Administrative Allowance

B.5.2.1 The District shall pay the Provider a monthly administrative allowance as identified in Attachment J.9. This pre-negotiated rate will be divided into 12 equal amounts with 1/12 to be paid monthly. The administrative allowance includes the following: portions of the administrative personnel salaries and the associated fringe benefits, other direct cost and the indirect cost/overhead cost, to be paid monthly without regard to number of children/youth placed during the month. This Administrative Allowance is subject to quarterly reconciliation and will be adjusted, if required.

B.5.3 Cost Reimbursement

B.5.3.1 The Provider will be paid monthly on a cost reimbursable basis for the cost of negotiated budgeted line items and/or services that are not included in the case management rate, the foster care maintenance rate, or the monthly administrative allowance.

B.5.3.2 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.3 and as shown in the corresponding budget package in Attachment J.9. The Cost Reimbursement invoices shall be submitted on a monthly basis with supporting documentation and will be paid without regard to number of children placed during the

month. The monthly Cost Reimbursement is subject to monthly reconciliation and will be adjusted, if required.

- B.5.3.3 Providers shall not mark-up the cost reimbursement allowable expenses on this contract with indirect cost of overhead, general, and administrative cost. Profit may not be charged against cost reimbursement expenses under this solicitation or resultant contract. Tangible items charged under the cost reimbursement CLIN (such as vehicles, computers, or equipment) will become the property of the District of Columbia.

B.6 SOLICITATION OR RESULTANT CONTRACT MAINTENANCE PER DIEM

The District will reimburse the Provider for the actual number of children placed with the Provider over the course of a month, based on the Foster Care Maintenance Per Diem proposed in Section B.3 of this solicitation or resultant contract. The Foster Care Maintenance Per Diem will be paid per child, per day and invoiced to the District on a monthly basis, per the instructions outlined in Section G and the “Budget Package” instructions, Attachment J.9. The Foster Care Maintenance Per Diem is a pre-negotiated rate between the Provider and the District Government.

B.7 COST REIMBURSEMENT CEILING

- B.7.1 CLINs 0003, 1003, 2003, 3003 and 4003 of the Solicitation or resultant contract set forth the ceiling amount for the cost element of the Solicitation or resultant contract (“ceiling”).
- B.7.2 The amount for performing this cost element of the Solicitation or resultant contract shall not exceed the ceilings specified in CLINs 0003, 1003, 2003, 3003 and 4003.
- B.7.3 The Contractor agrees to use its best efforts to perform the work specified in this and to meet all obligations under this solicitation or resultant contract within the cost reimbursement ceiling.
- B.7.4 The Contractor must notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of this Solicitation or resultant contract will be either greater or substantially less than the cost reimbursement ceiling.
- B.7.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this Solicitation or resultant contract.
- B.7.6 The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this Solicitation or resultant contract (including actions under the Termination clauses of this solicitation or resultant contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this Solicitation or resultant contract.
- B.7.7 No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of performance or as a result of termination.

- B.7.8 If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- B.7.9 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- B.7.10 Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title V of the Procurement Practices Reform Act of 2010 shall be reimbursable.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The District of Columbia, Child and Family Services Agency is seeking the services of a Contractor who shall recruit and train, professional foster parents located in the District of Columbia to serve as a stay at home parent(s) for children in the child welfare system.

- C.1.1 The contractor shall ensure that the professional foster parents obtain all necessary licenses and clearances to become a professional foster parent and adhere to all state certification guidelines.
- C.1.2 The contractor shall ensure that the professional foster parents attend a minimum 50 hours of specialized training annually.
- C.1.3 The contractor shall ensure that the professional foster parents serve as a stay at home parent providing continual care and supervision to a maximum of 2 children/youth identified as hard to place.
- C.1.4 The contractor shall ensure that the professional foster parents employ trauma informed parenting principles and practices to assist in the healing process for children/youth who have experienced abuse and/or neglect.
- C.1.5 The contractor shall ensure that the professional foster parents serve as a parenting coach and mentor to facilitate an effective parenting relationship between children/youth in their care and the identified permanent resource (birth parent, relative, fictive kin, etc.).
- C.1.6 The contractor shall ensure that the professional foster parents commit to being a permanent resource for children/youth placed in the home should there be no other option available and work closely with the CFSA Social Worker who is the case manager to achieve this. The foster parent shall continue to be a placement option as long as there is available space in the home for placement of additional children.
- C.1.7 The contractor shall maintain (10) foster homes at all times, should some of the professional foster parents become a permanent resource.
- C.1.8 The contractor shall ensure that the professional foster parents serve as part of a treatment team and work cooperatively with all professionals and supportive adults identified as resources to the children/youth.
- C.1.9 The contractor shall ensure that the professional foster parent, at the request of CFSA, observe and/or facilitate visitation between children/youth and siblings, parents, family members, fictive kin, etc., as deemed appropriate in accordance with an active court order and treatment plan.
- C.1.10 The contractor shall ensure that the professional foster parent shall provide specialized parenting and support to address the unique challenges of youth (a) preparing for adulthood (b) identifying as lesbian, gay, bisexual, transgender (LGBT) (c) frequently absconding (d) utilizing illegal and illicit substances (e) sexually acting out (f) chronically exhibiting emotional and behavioral dysregulation.
- C.1.11 Professional Foster Parents shall focus on permanency efforts and linkages to family. Professional Foster Parents shall be in Trauma Systems Therapy and apply trauma informed principles and practices.

C.2 APPLICABLE DOCUMENTS

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

| Item No. | Document Type | Title | Date |
|-----------------|----------------------|--|----------------------|
| 1 | Public Law | Child Abuse and Prevention Treatment Act, 42 U.S.C. § 5101 et | Most current version |
| 2 | D.C. Law | Prevention of child Abuse and Neglect Act of 1977 D.C. Official Code § 16-2351-2365 et seq. | Most current version |
| 3 | Public Law 105-89 | Adoption and Safe Families Act of 1997, 42 U.S.C. § 1305 et seq. | Most current version |
| 4 | Public Law | Adoption Assistance and Child Welfare Act of 1997, 42 U.W.C. § 620 et seq. | Most current version |
| 5 | Public Law | Multiethnic Placement Act of 1994, 42 U.S.C. § 1996B et seq. | Most current version |
| 6 | Public Law | Title IV, Part B of the Social Security Act, 42 U.S.C. § 620 et seq. | Most current version |
| 7 | D.C. Law | Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, D.C. Official Code § 7-1301,02 et seq. | Most current version |
| 8 | Public Law | Health Insurance Portability and Accountability Act of 1996, 41 U.S.C. § 1320d et seq. | Most current version |
| 9 | Public Law | Individual with Disabilities Education Act 20 U.S.C. § 1400 e et seq. | Most current version |
| 10 | DC Law | “Child and youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2005” | Most current version |
| 11 | TST Manual | Collaborative Treatment of Traumatized Children and Teens | Most current version |
| 12 | Article | “How, as a worker, do I do TST” Reader’s Digest Condensed Version in 6 Artful Steps | Most current version |
| 13 | Law | Lashawn vs Gray | |

C.3 DEFINITIONS

C.3.1 **“Contractor”** shall mean the Contactor.

C.3.2 **“CFSA”** shall mean the District of Columbia, Child Family Services Agency.

C.3.3 **Shared Parenting** - Shared parenting represents a System of Care value by being an active partnership among important people in the child’s life including birth parents, foster parents and the child’s social worker. The foster parent and social worker partner with the birth parent to help maintain the parent’s connection to their children while continually focusing on the welfare of the child. This connection can preserve and or rebuild their relationship leading to long term good outcomes for children and families. Shared parenting emphasizes foster parents as being a support to birth families instead of substitute caretakers. By cultivating a nurturing relationship with the family, the foster parents begin to mentor the birth parents and serve as a parenting coach in appropriate practices. Because foster parents play this vital role, they must be prepared to care for a child interdependently with others.

Creating supportive relationships and sharing information with birth parents may:

- Enhance child development, learning and well-being by encouraging the child to return to the child role
- Decrease children’s behavioral dysregulation by reducing the children’s desire/need to demonstrate loyalty to birth family
- Decrease feelings of grief and loss from the separation
- Provide information and insights that enable foster parents to meet children’s needs earlier and in a more effective way, thus helping children adjust more easily and reducing foster parent frustration
- Reduce conflict with birth parents over various issues (e.g., grooming)
- Increase birth parent support for foster parents by reassuring them that their children are being well cared for and that foster parents do not seek to replace them
- Create a positive connection between the foster parents, the child, and the child’s family that will not have to end, even if the placement does

C.3.4 **Fictive kin** – Non-blood related individuals that perform activities and hold relationships common to those of family members. These individuals are considered significant members of the child and family’s life

C.3.5 **Professional Foster Parent**- A Professional Foster Parent is a highly trained and specialized stay at home resource parent who provides trauma informed care and supervision of adolescents in need of placement due to abuse/neglect who have been identified as hard to place. Professional Foster Parents are members of a treatment team and work closely with other professionals to develop and carry out each adolescent’s individual treatment plan and to achieve permanency for each adolescent.

C.3.6 **Trauma Systems Therapy(TST)** -Trauma Systems Therapy is a model for children and adolescents who have been exposed to trauma, defined as experiencing, witnessing, or confronting "an event or events that involved actual or threatened death or serious injury, or a threat to the physical integrity of self or others". TST focuses on the child's emotional and behavioral needs as well as the environments where the child lives (home, school, community).

- C.3.6.1 The goals of TST are to improve the functioning of the trauma system. This includes focusing assessment and treatment to: (1) Stabilize the social environment/system of care; and, (2) Improve the youth's ability to regulate their emotions and behavior.
- C.3.6.2 A trauma system has two parts: (1) a traumatized child or youth who cannot regulate his/her emotional states and (2) a social environment/system of care that cannot help contain this dysregulation.^[1]
- C.3.6.3 Trauma Systems Therapy treats both parts—child and environment/system. Using the latest scientific findings about the effects of trauma on brain development and functioning, TST focuses on the child and on his/her relationships and surroundings.
- C.3.6.4 TST is both a *clinical model* for effective treatment of traumatized children and youth and an *organizational model* for integrating services among people and agencies serving traumatized children.
- C.3.7 **Trauma Informed Care**-Trauma informed care is grounded in and directed by a thorough understanding of the neurological, biological, psychological, and social effects of trauma and the prevalence of these experiences in persons who receive mental health services. It takes into account knowledge about trauma — its impact, interpersonal dynamic, and paths to recovery -- and incorporates this knowledge into all aspects of service delivery. Trauma informed care also recognizes that traditional service approaches can re-traumatize consumers and family members. Additionally, trauma informed care is a person-centered response focused on improving an individuals' all around wellness rather than simply curing mental illness. Trauma informed care is about creating a culture built on core principles such as:
- a) Ensuring physical and emotional safety
 - b) Maximizing trustworthiness, making tasks clear, and maintaining appropriate boundaries
 - c) Maximizing collaboration and sharing of power with clients
 - d) Prioritizing consumer empowerment and skill-building
 - e) Recognition that coercive interventions cause trauma and re-traumatization
 - f) Awareness/training on re-traumatization and vicarious trauma
 - g) Value consumer voice in all aspect of care
 - h) All inclusive of survivor's perspective and recognition of person as a whole
 - i) Focus on what has happened to you

C.3.7.1 Trauma-Informed Care incorporates three key elements:

- a) Realizing the prevalence of trauma
- b) Recognizing how trauma effects all individuals involved with the program, organization, or system, including its own workforce; and,
- c) Responding by putting this knowledge into practice.

C.3.8 Trauma Focused- Although often confused, *Trauma Informed Care* and *Trauma Focused* are two different, although related, concepts. Trauma Informed Care takes into account knowledge about trauma into all aspects of service delivery; however it is not specifically designed to treat symptoms or syndromes related to trauma. Trauma Focused, on the other hand, is evidence based and best practice treatment models that have been proven to facilitate recovery from trauma. Trauma Focused directly address the impact of trauma on an individual's life and facilitate trauma recovery- they are designed to treat the actual consequences of trauma. All trauma focused treatment models should be delivered within the context of a relational approach that is based upon the empowerment of the survivor and create the feeling of safety.

C.3.9 Consultation and Information Sharing Framework:

CFSA implemented an overall, broad-based strategic framework to improve outcomes for children and families by working to ensure that children are safe, families are strengthened, child and teen developmental needs are met and children and teens have permanence. C.3.7. **Trauma Informed PS-MAPP-** stands for **P**artnering for **S**afety and **P**ermanence – **M**odel **A**pproach to **P**artnerships in **P**arenting Program. Every potential foster or adoptive parent is required to complete PS-MAPP training before a child can be placed in their home. It is to prepare individuals and families to make an informed decision about becoming a foster or adoptive family. The decision is made with a child welfare sponsoring agency and is based on the capability and willingness to take on the “role” and develop the skills needed to foster or adopt. Foster and adoptive families who make good decisions and grow in their new roles work best with the agency, birth families and others. These partnerships help children and youth have stability and permanence within a family.

The program guides potential applicants through the complex issues they will face as foster or adoptive parents. Through carefully designed activities, parents see firsthand the challenges of fostering/adopting. Using both group and individual exercises, leaders help parents decide if their expectations and abilities match the realities of fostering/adopting. Mutual preparation and selection enable parents and sponsoring agencies to build the basis of teamwork toward permanency for children and their families.

Partnerships in parenting become partnerships for permanency. When foster/adoptive parents understand the needs of children and their families, it is more likely that permanency will be achieved.

C.3.10 R.E.D Team - The Consultation and Information Sharing Framework using the RED teams is the infrastructure that supports the four pillars by aligning the strategic agenda and vision. It allows for all operationalized practices, tools, and assessments to be aligned to the outcomes desired through the four pillars.

C.3.11 **CFSA Social Worker** – This social worker will interface with the legal parties regarding permanency efforts. They will receive the information from the contractor for reporting purposes and will serve as the primary conduit for working the permanency plan with the contractor and the resource parents.

C.4 REQUIREMENTS

C.4.1 There is a need for 10 professional foster parents within the District of Columbia that will be serving as stay at home parents to serve a maximum of 2 children/youth in each home. The following are the basic characteristics of children/youth to be served:

C.4.1.1 Children/youth who are over the age of 14;

C.4.1.2 Have experienced multiple placement moves during their current stay in foster care;

C.4.1.3 Have experienced a minimum of one psychiatric hospitalization or Psychiatric Residential Treatment Facility (PRTF), discharge within the last 6 months;

C.4.1.4 Have had more than four episodes of abscondance for longer than 3 days within a 60 day timeframe;

C.4.1.5 Children/Youth with multiple needs, including mental health, developmental, and or medical conditions that require supervision and treatment

C.4.2 Program Model Components

C.4.2.1 The Contractor's Professional Foster Parent model shall include but not be limited to the following:

C.4.2.2.1 Highly trained (minimum 50 hours specialized training annually) individuals to serve as Professional Foster Parents who receive a monetary enhancement in addition to the District's pre-set room and board rate.

C.4.2.2.2 Be community-based – the Professional foster parent must be a family located in a community in a personal residence and should not be set up similar to a group or congregate care setting.

C.4.2.2.3 Use a strength-based team (professional foster parent, caregiver, birth parent, and CFSA employee approach

C.4.2.2.4 One Foster Family Support Specialist per foster home

C.4.2.2.5 Provide foster family & birth family support services

C.4.2.2.6 Provide comprehensive clinical services through the Department of Behavioral Health (DBH), including evaluations and medication management by a contracted pediatric psychiatrist and services by a substance abuse treatment provider who understands and supports a trauma and well-being philosophy and goals

C.4.2.2.7 Obtain family engagement within 24 hours of intake

C.4.2.2.8 Employ Family Team Meetings through CFSA to engage birth parents, staff and other stakeholders and when appropriate, children to develop a team approach to setting goals and holding participants accountable for the success of the permanency plan

C.4.2.2.9 Provide 24-hour staff availability and support

C.4.2.2.10 Emphasize reunification and being a permanency option for the youth in their home if there is no other available option.

C.4.2.10 Respite Care

C.4.2.3 Trauma Focus

C.4.2.3.1 The Contractor shall incorporate Trauma focused practices into the Professional Foster Parenting model in alignment with the CFSA Office of Well Being.

C.4.2.3.2 The contractor shall provide in-service and pre-service training to the Professional Foster Parent that enhances their capacity to: (1) understand the child or youth within the context of their trauma history, (2) serve as an active participant in the child or youth's healing plan, and (3) provide safety, consistency, and advocacy that promote child stability leading to permanency.

C.4.2.3.3 The contractor shall ensure that the Professional Foster Parents integrate trauma focused practices that prepares the Professional Foster Parents to engage biological family systems as well as a network of service delivery models that are key to the youth establishing life-long stability and permanency.

C.4.2.3.4 The contractor shall utilize specialized training that prepares professional foster parents for addressing (a) the needs of youth preparing for adulthood (b) the specific concerns of lesbian, gay, bisexual and transgendered youth (c) youth who frequently abscond and utilize substances, (d) sexually acting out and (e) youth who chronically exhibit emotional and behavioral dysregulation (f) provides care for youth with multiple needs, including mental health, developmental, or medical conditions requiring specialized supervision and treatment.

C.4.2.4 The contractor shall ensure that the Professional Foster Parents practice Trauma Focused Parenting. At a minimum, treatment strategies shall address how past experiences affect current and future behaviors and perspectives; how developmental trajectories affect youth; how learned coping strategies may cause problems for youth; and how building protective factors increases a youth's chances at success and self-sufficiency.

C.4.2.5 The Contractor shall provide services that promote understanding, self-control, skill building such as self-advocacy and empowerment, a future focus, and a strengths-based and relational approach Contractor shall incorporate trauma-focused care that includes consideration of a youth's history and experiences in order to "do no harm" and promote healing. The youth's vulnerabilities and triggers of trauma require service providers and professional parents to be supportive of youth needs and experiences and avoid re-traumatization.

C.4.2.6 The contractor shall participate in all initial and ongoing individual assessments conducted by the CFSA Social Worker. The results of the assessment shall be used to adjust the youth's service plan accordingly.

C.4.2.7 Contractor's staff and professional foster parents shall be trained on the types of trauma and effects of trauma, and use strategies to help youth reframe and clarify cognitive distortions associated with trauma.

C.4.2.8 The professional foster parent shall employ the use of a youth life skill curriculum that utilizes positive teaching techniques to help youth establish and integrate new sets of responses to social situations is also recommended. Instruction in social skills development provides the youth a skill set to build on as they transition to a stable living environment and as they participate in school and or employment.

C.4.2.9 The professional foster parent shall provide services which include teaching skills that can help youth make better decisions for themselves such as maintaining self-control, improving one's ability to get along with others, using good judgment, coping skills, and improving self-esteem, self-confidence, and self-efficacy. Also required is building protective factors for children and youth such as physical and psychological safety and security through counseling, education and gaining life and social skills; increasing opportunities to make decisions and to take on leadership roles as one matures and gains more expertise; emotional and moral support from supportive adult relationships; opportunities to form peer connections that support and reinforce healthy behaviors; sense of belonging and personal value; develop positive social values and norms; skill building and mastery; contributing to their community and develop a sense of mattering; and strong links between youth, schools, and broader community resources.

C.5 Essential Functions of Foster Parents

Professional foster parents are required to have at least one stay at home parent, are paid a base salary even if a child is not in the home and have to accept all levels of children as long as they are not a danger to self and others. The professional parent should have at a minimum the following qualifications:

C.5.1.1 At least one stay at home parent;

C.5.1.2 Has a minimum of a high school diploma and at least 5 years' experience as a licensed foster parent, 3 years of which is specialized experience working with older children and teens; or at least five years of specialized experience working with older children and teens with moderate to severe behavioral and/or emotional challenges; or a Bachelor's Degree in Human Services or a related social science field with at least one year of experience working with older children and teens; or any combination of skill, experience, and education approved by CFSA that equips the individual to perform the basic functions of a professional foster parent as outlined in this solicitation.

C.5.1.3 The ability and willingness to work with teens;

C.5.1.4 Working means of transportation;

C.5.1.5 Training in cultural competency;

C.5.1.6 Ability to take children of varied backgrounds without rejection;

C.5.1.7 Ability to work as part of a treatment team;

C.5.1.8 Live in own housing;

C.5.1.9 Support and encourage educational enrichment and attend educational and school meetings on behalf of the child/youth;

C.5.1.10 Trauma Informed PS-MAPP training.

C.5.1.11 Ability to respond quickly and appropriately in crisis situations using least restrictive intervention necessary; and act according to agency policies.

C.5.1.12 Ability to serve as a parenting mentor and coach to assist with timely reunification

C.6 PERFORMANCE OUTCOMES AND INDICATORS

The contractor shall ensure supportive services to achieve the established outcomes for children and youth in foster care and their families as outlined in this section.

C.6.1 Safety Outcomes

C.6.1.2 Prevent incidences of child abuse and /or neglect in foster care

C.6.1.2.A Performance Indicator: Of all children in the Professional Foster Parent foster home, 100% shall be free from harm while in the care of the Professional Foster Parent's care/ home.

C.6.1.3 Foster Home Licensing

C.6.1.3.A Performance Indicator: 95% compliance with Professional Foster Parents In-service and Pre-service training hours

C.6.1.3.B Performance Indicator: 95% compliance with required staff training hours and applicable licenses.

C.6.1.3.C Performance Indicator: 95% of all foster homes will be licensed within 150 days

C.6.1.3.D Performance Indicator: All foster homes shall maintain full licensure

C.6.2 Permanency Outcomes

C.6.2.2 Increase permanency for children in foster care

C.6.2.2.A Performance Indicator: At least 50% of children served by the Provider shall achieve permanence through reunification, adoption, or guardianship throughout the 12 months of the contract year.

C. 6.2.3 Reduce the number of children/youth who re-enter foster care within 12 months of exiting foster care.

C.6.2.3.A Performance Indicator: Of all children served by the Provider who exited foster care, less than 10% shall re-enter care within 12 months of their exit.

C.6.2.4 Wellbeing Outcomes

C.6.2.4.1 Health

C.6.2.4.1.A Performance Indicator: 100% of children placed in the Professional Foster Parent home shall receive an initial health screening from Healthy Horizons Clinic.

- C.6.2.4.1.B Performance Indicator: 100% of children placed in the Professional Foster Parent home shall have routine health screenings.
- C.6.2.4.1.C Performance Indicator: 100% of children placed in the Professional Foster Parent home shall have routine dental screenings.
- C.6.2.4.2 Education
- C.6.2.4.2.A Performance Indicator: 60% of youth 18-21 years of age in the Professional Foster Parent program shall have completed high school or equivalent at the time of exit from foster care.
- C.6.2.4.2.B Performance Indicator: 30% of youth 18-21 years of age and enrolled in vocational education or employed shall compete vocational training/or receive industry certification prior to exit from foster care.
- C.6.2.4.2.C Performance Indicator: The Provider shall monitor the reading proficiency of eighth graders placed in the Professional Foster Parent home. For those children performing at a level below the acceptable minimum standard, the Provider shall ensure that they receive educational services.
- C.6.2.4.2.D Performance Indicator: The Provider shall assist all youth between the ages of 15-21 in its care for 6 months or more to achieve the identified CFSA youth benchmarks appropriate for the age and as incorporated in their case plan. The youth Benchmarks is attached in section J as J.10.
- C.6.2.4.2.E Performance Indicator: The Provider shall assist all children/youth to improve academic performance and ensure they are promoted to the next grade level.
- C.6.2.4.2.F Performance Indicator: 90% of children/youth will have a reduction in the number of unexcused absences per school term.
- C.6.2.4.3 Youth Engagement
- C.6.2.4.3.A Performance Indicator: 90% of children/youth will participate in scheduled recreational activities.
- C.6.2.4.3.B Performance Indicator: 90% of children/youth will be enrolled and participate in extracurricular activities to identify or nurture their existing talents.
- C.6.2.4.4 Placement Stability

- C.6.2.4.4.A Performance Indicator: 95% of children/youth served shall maintain monthly placement stability.
- C.6.2.4.4.B 80% of children shall have two or fewer placements once they are placed with the provider; or, if they have been in care for 25 months or more, they shall have two or few placements in the past 12 months.
- C.6.2.4.4.C Performance Indicator: 90% of all children/youth with a history of absence will have a reduction in absences as measured by monthly progress from their date of placement in the foster home.
- C.6.2.4.5 Teaming (90%)
 - C.6.2.4.5.A Performance Indicator: Professional Foster Parent shall participate in the child's treatment plan.
 - C.6.2.4.5.B Performance Indicator: Professional Foster Parent shall participate in the child's counseling and IEP
 - C.6.2.4.5.C Performance Indicator: Professional Foster Parent shall attend Permanency and Placement RED Team Meetings
- C.6.2.4.6 Trauma (90%)
 - C.6.2.4.6.A Performance Indicator: TST shall be used to deescalate behaviors displayed by children and youth in the foster homes.
 - C.6.2.4.6.B Performance Indicator: TST tools (trauma screens, CECIs, TST worksheets, etc.) shall be utilized to assess and measure progress in children and youth.

C.7 The contractor and the professional foster parent shall utilize and participate in R.E.D Team Meetings. Specifically, R.E.D, which stands for **Review** all available information, **Evaluate** the information, and **Direct** decisions, is a group decision-making process that facilitates critical thinking and positive results. CFSA implemented this process in 2012 to screen Child Protective Services cases. CFSA began expanding the use of this tool in 2013 to ongoing cases to assist with safety planning, group consultation and critical thinking around permanency. R.E.D Team meetings involve a variety of staff from across multiple disciplines internally and externally to the agency.

C.7.1 Purpose of the R.E.D Team Framework

C.7.1.2 To direct a comprehensive, balanced assessment of risk in service to the outcomes of improved child safety, well-being and permanency.

C.7.1.3 To meaningfully include the family, it's extended network and community service providers in information/perspective sharing in assessment, planning and decision making.

C.7.1.4 To organize available information and evidence on both risk and protective factors and apply that knowledge through disciplined thinking in the analysis of information and decision-making.

C.7.1.5 To develop a shared language and understanding around goals in safeguarding children, informing shared accountability and risk inclusive of family, agency, culture and community.

C.7.1.6 To build capacity within the child welfare system for working together constructively with family and community.

C.7.2 R.E.D Framework Assumptions

C.7.2.1 Constructive, working relationships developed between the service recipient and the service provider improves safety outcomes for children/youth.

C.7.2.2 Collaboration among professionals and other service providers contributes to increase safety outcomes for children and youth.

C.7.2.3 Comprehensive assessment of service recipient strengths, needs and protective factors alongside risk factors and history of frequency, severity and duration of harm contributes to improved outcomes for children and youth.

C.7.2.4 There are a number of core skills central to the facilitation of constructive relationships in child welfare work.

C.7.2.5 Meaningful involvement of family members, including children and youth and their views in assessment, planning and decision making contributes to the development of working relationships, shared understanding of goals and improved safety, wellbeing and permanency outcomes (Lohrbach, 2000).

The R.E.D Team Framework is used to impose a group decision-making process from the point of crucial initial decisions that involve allegations of abuse or neglect throughout the continuum of care a family may experience at CFSA. This includes families receiving in-home services and permanency services. The RED team concept is designed to bring discipline, critical thinking, and team coordination and follow through to the agency's teaming process thus resulting in positive outcome

C.7.3 Type of R.E.D Team Meetings

C.7.3.1 CPS Hotline

C.7.3.2 CPS 10/15 Day

C.7.3.3 BIG R.E.D CPS

C.7.3.4 CPS to In-Home Transfer

C.7.3.5 CPS to Permanency Transfer

C.7.3.6 Special Corrective Action

C.7.3.7 Placement Matching

C.7.3.7 BIG R.E.D In-Home

C.7.3.8 BIG R.E.D Permanency

C.7.3.9 Permanency R.E.D

SECTION D: PACKAGING AND MARKING

D.1 CONTRACT NUMBER

- D.1.1 The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.1)
- D.1.2 All packages, letters, documents, correspondence and other data or matter relating to this Contract must be marked with the corresponding Contract number

D.2 MAILING FEES

- D.2.1 All postage and or mailing fees connected with performance of this Contract shall be the responsibility of the Contractor.

SECTION E: INSPECTION AND ACCEPTANCE

E.1 INSPECTION AND ACCEPTANCE

E.1.2 The inspection and acceptance requirements for this contract shall be performed by the Contract Administrator (CA), in accordance with Clause 6, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, which is incorporated by reference into this contract. (Attachment J.1)

E.2 QUALITY CONTROL

E.2.1 The Contractor is responsible for controlling the quality of services, and ensuring that services conform to the requirements of the Contract and the CA is responsible for monitoring the Contractor's compliance with the specification (See Section G.9). The Contractor shall establish procedures and processes including, but not limited to, inspections to ensure that all Contract requirements are met.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract. Continuation of these services beyond September 30 is subject to availability of funding.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

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

| | Deliverable | Quantity | Format/Meth od of Delivery | Due Date | To Whom |
|---|--|-----------------|---|--|-----------------------------------|
| 1 | Mandatory and Unusual Incident Reporting | 1 | Email | Within 24 hours of an unusual incident | Contract Administrator,(CA) |
| 2 | Progress Notes | 1 | Hard Copy | As requested | Business\Services Administration |
| 3 | Weekly Census Report | 1 | Email | Weekly | CA |
| 4 | Monthly Tracking Report | 1 | Email | Monthly | CA, |
| 5 | Quarterly Expenditure | 1 | Email | Forty-Five days of the end of each | CFSA Office of Revenue Operations |

| | Deliverable | Quantity | Format/Method of Delivery | Due Date | To Whom |
|----|---|-----------------|----------------------------------|---|---------------------------------|
| | Report | | | quarter | |
| 6 | Changes in key staffing pattern | 1 | Email | Not less than 30 days in advance of such changes | CA |
| 7 | Criminal background checks to include National Criminal information Center Reports and Child Protective Service Reports (abuse and neglect) | 1 per new hire | Hard or electronic copy | Within 30 days of contract award and prior to every new hire | CA |
| 8 | Traffic check reports | 1 each | Hard copy | Within one business day of receipt | CA |
| 9 | Trauma Tools (trauma screens, CECIs, TST worksheets) | 1 | Hard copy or electronic copy | Within 3 business days of completion | CFSA Clinical Services Division |
| 10 | The licensing and training of recruited Professional Foster Parents | 10 | | Three (3) homes within 90 days Six (6) homes within 150 days Ten (10) homes within 180 days | CA |
| 11 | Annual evaluation of Professional Foster Parents | 1 | | 30 days after contract expiration | Contract Administrator |

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

G.1.1 The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.

G.1.2 The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the CA specified in Section G.9 below. The address of the CFO is:

Child and Family Services Agency
Fiscal Operation Administration
200 I Street, SE, 2nd Floor
Washington, D.C. 20003
(202) 727-7383
Email: cfsa.accountspayable@dc.gov

G.2.2 To constitute a proper invoice, the Contractor shall submit the following information on the invoice:

G.2.2.1 Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);

G.2.2.2 Contract number and invoice number;

G.2.2.3 Description, price, quantity and the date(s) that the supplies or services were delivered or performed;

G.2.2.4 Other supporting documentation or information, as required by the Contracting Officer;

G.2.2.5 Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;

G.2.2.6 Name, title, phone number of person preparing the invoice;

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.2.3 Invoices shall be submitted no later than 20 days after the last day of any month in which services are provided. Invoices submitted for multiple time periods are subject to delay in payment.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.5.5.

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

G.4 PAYMENT

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

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

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

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

G.6 COST REIMBURSEMENT CEILING

G.6.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.

G.6.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.

G.6.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

G.6.4 The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.

G.6.5 As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.

- G.6.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.6.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.6.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.6.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.6.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

G.7 THE QUICK PAYMENT CLAUSE

G.7.1 Interest Penalties to Contractors

- G.7.1.1** The District will pay interest penalties on amounts due to the Contractor under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:
- a) the 3rd day after the required payment date for meat or a meat product;
 - b) the 5th day after the required payment date for an agricultural commodity; or
 - c) the 15th day after the required payment date for any other item.
- G.7.1.2** 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.7.2 Payments to Subcontractors

- G.7.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

G.7.2.2 The Contractor must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

G.7.2.3 Any amount of an interest penalty which remains unpaid by the Contractor at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.7.2.4 A dispute between the Contractor and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.7.3 Subcontract requirements

G.7.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.8 CONTRACTING OFFICER (CO)

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

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
200 I Street, SE, Suite 2030
Washington, D.C. 20003
Tara.sigamoni@dc.gov
Phone: (202) 724-7415
Fax: (202) 727-5886

G.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.9.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.9.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.9.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.10 CONTRACT ADMINSTRATOR (CA)

G.10.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.10.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.10.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.10.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.10.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.10.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.10.2 The address and telephone number of the CA is:

*Garine Dalce
Program Manager
Foster Care Resources Administration
200 I Street, SE, Suite 3201
Washington, D.C. 20003
Garine.dalce@dc.gov
Phone: (202) 727-7060*

G.10.3 The CA shall NOT have the authority to:

1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the contract;
3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
4. Authorize the expenditure of funds by the Contractor;

5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the contract.

G.10.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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 June 19, 2013 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.
- H.9.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.9.2 Subcontracting Plan

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

- H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
- H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
- H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
- H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
- H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
- H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
- H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:
- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

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

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

H.9.4 Subcontractor Standards

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

H.9.5 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

H.10 DISTRICT RESPONSIBILITIES

The District will provide mandatory training and issue license to professional foster parent.

H.11 ADDITIONAL CONTRACTOR RESPONSIBILITIES

H.11.1 Staff Security Requirements

H.11.1.2 The Provider shall conduct routine, pre-employment child protection and criminal record background checks of the Provider's staff and prospective staff to include consultants and subcontracts with access to children. All staff, employees, consultants and sub-contractors must be cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services. The Provider must ensure that employees, consultants and subcontractors obtain FBI and local police clearances every two (2) years or as required by the jurisdiction in which they will be providing services, and a Child Protection Registry clearance on an annual basis.

H.11.1.3 The Provider shall not allow unsupervised contact with children by any staff in the fulfillment of work under this contract unless said person has undergone both background checks evidencing there are not any convictions of the following:

H.11.1.3.1 Child abuse;

H.11.1.3.2 Child neglect;

- H.11.1.3.3** Spousal abuse;
- H.11.1.3.4** A crime against children, including child pornography;
- H.11.1.3.5** A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;
- H.11.1.3.6** Or, there is any information that the staff has been identified as a possible abuser or neglecter in a pending child abuse or neglect case.
- H.11.1.4** The Provider shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis.
- H.11.1.5** The Provider shall terminate any staff for which an allegation of any of the following has been substantiated:
 - H.11.1.5.1** Neglect of children;
 - H.11.1.5.2** Physical abuse of children, families or staff members;
 - H.11.1.5.3** Sexual abuse or harassment of children, families or staff members;
 - H.11.1.5.4** Verbal or emotional abuse of children, families or staff members;
 - H.11.1.5.5** Drug or alcohol use on the premises or with children and families, or such that the staff is under the influence while on duty;
 - H.11.1.5.6** 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.
- H.11.1.6** The Provider shall place a staff on suspension or administrative leave and bar access to children or youth following an allegation, and during the time of investigation into those criteria listed in above in Section H.11.1.5 of this contract.
- H.11.1.7** CFSA will consider as sufficient cause for placement restriction, and possible result in contract termination, the Provider's failure to dismiss employees for the conditions listed in Section H.11.1.5 of this contract.
- H.11.1.7** CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.
- H.11.2** Staff Training and Development
 - H.11.2.1** The Provider shall ensure staff can effectively perform the roles and responsibilities associated with their positions. The Provider shall ensure that Foster Family Support Specialists, Supervisors, Program Managers, and Program Directors are trained in accordance with the LaShawn A.v Gray Implementation and Exit Plan (IEP) and in compliance with CWTA Policy required for pre-service and in-service training. **H.11.2.2**

The Provider shall maintain training records, including name and credentials of trainers, staff attendance and copies of the curriculum.

H.11.3 Foster Home Licensing

H.11.3.1 The Contractor shall ensure that foster family home licensing is renewed as per the regulations. In the District of Columbia, the Provider shall ensure this re-evaluation and license renewal takes place every (2) years to determine the continued ability of each foster family/home to meet the requirements.

H.11.3.2 The licensing and training of recruited Professional Foster Parents shall be completed within 180 days for DC homes. See section F, for specific timelines.

H.11.3.3 As part of the home study process, the Provider shall ensure that each applicant and any other person eighteen (10) or older residing in the home comply with the requirements for a Criminal Records Check. A criminal records check shall be performed once every two (2) years as part of the reevaluation and license renewal process.

H.11.3.4 The Provider shall ensure that a Child Protection Register Check be performed on any household member eighteen (10) years or older once every year.

H.11.3.5 The Provider shall report to the CFSA Hotline any and all suspicions of abuse or neglect perpetrated by professional foster parents. Children may be removed from the home during this period. If substantiated, the license shall be immediately terminated.

H.11.3.6 The Provider shall have a system for evaluating Professional Foster Parents on an annual basis that assesses the quality of interventions and support for the children in their homes.

H.12.4 HIPAA PRIVACY COMPLIANCE

H.11.4.1 For the purpose of this agreement Child and Family Services (CFSA), a covered component within the District of Columbia’s Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the “HIPAA Regulations”) and The Campbell Ctr. as a recipient of Protected Health Information or electronic Protected Health Information from CFSA, is a “Business Associate” as that term is defined by HIPAA.

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

1. Definitions

a. ***Business Associate*** means a person or entity, who, 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 repricing; 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 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.
- i. **Record** shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. **Individually Identifiable Health Information** is information that is health information, including demographic information collected from an individual, and;
- i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. **National Provider Identifier (NPI) Rule.** "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. **Privacy and Security Official.** The person or persons designated by the District of Columbia, a

Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.

- n. **Privacy Officer.** “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.
- o. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. **Protected Health Information.** "Protected Health Information" (PHI) or “Electronic Protected Health Information” (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium.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.
- q. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. **Security Officer.** The person designated by the Security Official or one of the District of Columbia’s designated health care components, who is responsible for overseeing compliance with the Covered Agency’s Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency’s security officer shall follow the guidance of the District’s Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. **Workforce.** “Workforce” shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose 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.
- f. 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.
- g. 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
- h. 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.
- i. 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.
- j. 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.
- k. 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.

- l. 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.
- m. 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.
- n. 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.
- o. 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).
- p. 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.
- q. 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.
- r. 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 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.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements

with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of 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 at 45 C.F.R. § 164.502(j)(1) 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

Attention: _____

Fax: _____

If to the Covered Entity, to

Child and Family Services

200 I Street, S.E, Suite 3620

Washington, D.C. 20003

Attention: Dionne M. Bryant

Fax: 202-727-6333

- l. **Headings.** Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. **Counterparts; Facsimiles.** This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. **Successors and Assigns.** The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

- o. **Severance.** In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause 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

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, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.
1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
 2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. 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: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$_____ per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
8. Environmental Liability Insurance. The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$_____ in coverage per incident and \$_____ aggregate.
9. Employment Practices Liability. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Contractors Endorsement. The policy shall provide limits of \$_____ for each wrongful act and \$_____ annual aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

- B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the CO with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the CO.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
200 I Street, SE, Suite 2030
Washington, D.C. 20003
Tara.sigamoni@dc.gov
Phone: (202) 724-7415
Fax: (202) 727-5886

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

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:

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

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 GOVERNING LAW

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

SECTION J: ATTACHMENTS

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

| Attachment Number | Document |
|--------------------------|--|
| J.1 | Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Required Solicitation Documents” |
| J.2 | U.S. Department of Labor Wage Determination Wage Determination No. 2005-2103, Revision No. 13, dated June 19, 2013 |
| J.3 | Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Required Solicitation Documents” |
| J.4 | Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Required Solicitation Documents” |
| J.5 | Way to Work Amendment Act of 2006 - Living Wage Notice, January 2014 |
| J.6 | Way to Work Amendment Act of 2006 - Living Wage Fact Sheet, January 2014 |
| J.7 | Tax Certification Affidavit |
| J.8 | Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Required Solicitation Documents” |
| J.9 | Budget Worksheet |
| J.10 | Youth Benchmark |

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

Available at www.ocp.dc.gov click on “Required Solicitation Documents”

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

L.1.2 Initial Offers

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

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 This solicitation will be conducted electronically. To be considered, an offeror must submit the required attachments via email to Jamie.moton@dc.gov, before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.

L.2.2 All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

L.2.3 The offeror shall submit two (2) attachments in its electronic submittal: (1) a technical proposal, and (2) a price proposal. **Please note that each attachment is limited to a maximum size of 25 MB.**

L.2.4 The offeror shall label each attachment, i.e., "Technical Proposal", "Price Proposal."

L.2.5 Offerors are directed to the specific proposal evaluation criteria found in Section M of this solicitation, Evaluation Factors. The offeror shall respond to each factor in a way that will allow the District to evaluate the offeror's response. The offeror shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services and delivery thereof. The information requested for the technical proposal shall facilitate evaluation for all proposals. The technical proposal must contain sufficient detail to provide a clear and concise response fully reflecting the manner in which the offeror proposes to fully meet the requirements in Section C.

L.2.6 The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

L.4 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 11:00 am on Friday, August 29, 2014 at Child Family Service Agency (CFSA) 200 I Street, S.E. Washington, DC 20001. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be posted on the OCP website at www.ocp.dc.gov.

L.5 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.5.1 Proposal Submission

L.5.1.1 Proposals must be fully submitted to Jamie.morton@dc.gov no later than the closing date and time.

L.5.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

L.5.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded to the email system before the closing time.

L.5.2 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the email at Jamie.morton@dc.gov at any time before the closing date and time for receipt of proposals.

L.5.3 Late Proposals

The District will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.5.4 Late Modifications

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

L.6 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via email to jamie.morton@dc.gov. The prospective offeror should submit questions no later than *Seven (10)* days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than *Seven (10)* days before the date set for submission of proposals. The District will furnish responses via email to jamie.morton@dc.gov. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.7 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.7.1 Offerors who include in their proposal data that they do not want disclosed to the public or used by the District except for use in the procurement process shall mark the title page with the following legend:

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

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

L.7.2 Mark each sheet of data it wishes to restrict with the following legend:

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

L.8 PROPOSALS WITH OPTION YEARS

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

L.9 PROPOSAL PROTESTS

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

L.10 UNNECESSARILY ELABORATE PROPOSALS

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

L.11 RETENTION OF PROPOSALS

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

L.12 TECHNICAL PROPOSALS: N/A

L.13 PROPOSAL COSTS

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

L.14 CERTIFICATES OF INSURANCE

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

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
Contracts and Procurement Administration
200 I Street, SE, Suite 2030
Washington, D.C. 20003
Tara.sigamoni@dc.gov
Phone: (202) 724-7415
Fax: (202) 727-5886

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

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

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

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

L.18 FAMILIARIZATION WITH CONDITIONS

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

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

L.19.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

L.19.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

M.3 EVALUATION CRITERIA

Proposals will be evaluated based on the following evaluation factors in the manner described below:

M.3.1 TECHNICAL CRITERIA (75 Points Maximum)

M.3.1.1 Factor A-Proposed Methodology 40 points

M.3.1.1.a Demonstration of capacity to recruit, train and license 10 homes in the District of Columbia that meets the stated criteria to be Professional Foster Parents using the Trauma Informed PS-MAPP curriculum. 8 points

M.3.1.1.b A detailed workplan with timelines to demonstrate the contractor's ability to acquire and maintain 10 licensed Professional Foster Parent homes at all times. 7 points

M.3.1.1.c Ability to provide a plan for providing 50 hours of specialized in-service training for Professional Foster Parents on an annual basis. Plan must include topics, length, frequency, qualifications of trainers and proposed training schedule. 5 points

- M.3.1.1.d This factor will be evaluated based the completeness of the proposed methodology and its match to Section C. The proposed methodology must demonstrate how the Offeror intends to complete the project and all deliverables successfully, within the desired timeframes. **10 points**
- M.3.1.1.e Ability to incorporate Trauma Systems Therapy into Professional Foster Parent model and provide ongoing coaching and training to ensure that Professional Foster Parents are fluent in the approach and creating a healing home environment for trauma exposed adolescents. **5 points**
- M.3.1.1.f Ability to provide a plan for preparing Professional Foster Parents to mentor identified permanency resources and act as a permanency coach to facilitate timely reunification, adoption and guardianship for youth. **5 points**
- M.3.1.2 Factor B- Past Performance and Experience 25 points**
- M.3.1.2.a Evaluation of past performance and experience allows the District to assess the Offeror’s ability to perform and relevance of the work performed.
- M.3.1.2.b This factor considers the extent of the Offeror’s past performance within the last five (5) years, in achieving a high degree of customer satisfaction. Evaluation of this factor will be based on the permanency and placement stability rates of youth aged 14-21 within the past three (3) years of placement, highly professional nature and of complexity of services. The currency and relevance of the information, source of information, and general trends in Offeror’s performance shall be considered. **10 points**
- M.3.1.2.c The Offeror provides a list of three (3) previous contracts for which the Offeror provided identical or similar work within the last five years. Include the Name of Company, Title and Description of the Project, Contract Number, Dollar Amount, and Period of Performance, Name of the Contact Person, and Title, and Telephone Number and email address. **5 points**
- M.3.1.2.d Potential to meet all of the required performance outcomes and indicators as outlined in Section C.6. **10 points**
- M.3.1.6- Factor C- Compliance with Schedule 10 points**
- M.3.1.6a This evaluation factor considers the proposed schedule. The recruiting of ten professional foster parent homes must be completed within 6 months or less from contract award. **5 points**
- M.3.1.6b This factor will be evaluated based on the completeness of the specified deliverables as outlined in Section F.3. To provide a documentation plan to meet all specified deliverables as outlined. This plan must demonstrate how the Offeror will meet the required schedule to complete the project successfully. **5 points**

M.3.2 PRICE CRITERION (25 Points Maximum)

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

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

M.3.3 PREFERENCE POINTS AWARDED PURSUANT TO SECTION M.5.2 (12 Points Maximum)

M.3.4 TOTAL POINTS (112 Points Maximum)

Total points shall be the cumulative total of the offeror's technical criteria points, price criterion points and preference points, if any.

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

M.5.1 Application of Preferences

For evaluation purposes, the allowable preferences under the Act for this procurement shall be applicable to prime contractors as follows:

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.

- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.
- M.5.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DZE in response to this RFP.
- M.5.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the DBE in response to this RFP.
- M.5.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the VOB in response to this RFP.
- M.5.1.8** Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LMBE in response to this RFP.

M.5.2 Maximum Preference Awarded

Notwithstanding the availability of the preceding preferences, the maximum total preference to which a certified business enterprise is entitled under the Act is the equivalent of twelve (12) points on a 100-point scale for proposals submitted in response to this RFP. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.5.3 Preferences for Certified Joint Ventures

When DSLBD certifies a joint venture, the certified joint venture will receive preferences as a prime contractor for categories in which the joint venture and the certified joint venture partner are certified, subject to the maximum preference limitation set forth in the preceding paragraph.

M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 970N
Washington DC 20001

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

M.6.1 Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the offeror.

M.6.2 In connection with any discount offered, time will be computed from the date of delivery of the supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.