

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Short Term Child Care Services			Page of Pages				
						1	84			
2. Contract Number		3. Solicitation Number  DCRL-2015-R-0078		4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency		5. Date Issued  05/11/15		6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category		
7. Issued By: Child and Family Services Agency Office of Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003				8. Address Offer to: Child and Family Services Agency Office of Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003						
NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"										
<b>SOLICITATION</b>										
9. Sealed offers in original and <u>  4  </u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the Office of Contracts and Procurement Administration at 200 I Street, S.E, Suite 2031 at <u>  2:00 p.m.  </u> local time on <u>  June 09, 2015  </u> (Date)										
CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.										
10. For Information Contact	A. Name		B. Telephone			C. E-mail Address				
	Cheryl Anderson		(Area Code) 202	(Number) 724-7419		(Ext) N/A	Cheryl.anderson@dc.gov			
11. Table of Contents										
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<b>OFFER</b>										
12. In conjunction with the above, the undersigned agrees, if this offer is accepted within <u>  120  </u> calendar days from the receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment		10 Calendar days %	20 Calendar days %	30 Calendar days %	___ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number	Date	Amendment Number	Date				
15A. Name and Address of Offeror		15 C. Check if remittance address is different from above – Refer to section G			16. Name and Title of Person Authorized to Sign Offer/Contract			17. Signature		18. Award Date
15B. Telephone										
(Area Code)	(Number)	(Ext)								
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>										
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation					
2. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (district of Columbia)			24. Award Date				
Tara Sigamoni										

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

**B.1** The District of Columbia, Child and Family Services Agency (CFSA, the Agency or the District) is seeking the services of a contractor to provide Pre and Post Permanency Services to foster parents, pre adoptive parents, adoptive parents, and those children and youth who are committed to the District of Columbia Child and Family Services Agency, and those who have achieved guardianship or adoption through the District of Columbia foster care system specified in Section C in this solicitation.

**B.2** The District contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract with firm fixed unit prices specified in Section B – Pricing Schedule.

### **B.3 INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) CONTRACT**

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

- a) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, Section G.7. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Price Schedule up to and including the maximum quantity as specified in Contract Line Item Numbers (CLIN) 0001 through 4007.
- b) There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after the expiration date of the contract.

**B.4 A contractor responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Bids responding to this proposed contract shall be deemed nonresponsive and shall be rejected if the contractor 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.**

A Subcontracting Plan form is available at <http://ocp.dc.gov>, click on “Required Solicitation Documents”.

**B.5 PRICE SCHEDULE – REQUIREMENTS**

**B.5.1 BASE YEAR**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (hour)</b> <b>(A)</b>	<b>Minimum Number of Hours</b> <b>(B)</b>	<b>Total Estimated Price (A x B)</b>	<b>Maximum Number of Hours</b> <b>(C)</b>	<b>Total Estimated Price (A x C)</b>
<b>CLIN 0001</b>	Individual Therapy	\$_____	<b>100</b>	\$_____	<b>600</b>	\$_____
<b>CLIN 0002</b>	Family Therapy	\$_____	<b>500</b>	\$_____	<b>2500</b>	\$_____
<b>CLIN 0003</b>	Integrated Family Therapy	\$_____	<b>100</b>	\$_____	<b>1100</b>	\$_____
<b>CLIN 0004</b>	Case Management	\$_____	<b>100</b>	\$_____	<b>650</b>	\$_____
<b>CLIN 0005</b>	Support Groups	\$_____	<b>10</b>	\$_____	<b>60</b>	\$_____
<b>CLIN 0006</b>	Training (Parent and Professional)	\$_____	<b>8</b>	\$_____	<b>200</b>	\$_____
<b>CLIN 0007</b>	Cost Reimbursement for Client Specific Cost					<b>Not-to-Exceed</b>  \$ <u>12,000.00</u>
<b>Grand Total for B.5.1</b>	\$_____			\$_____		\$_____

**B.5.2 OPTION YEAR 1**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (hour)</b>  (A)	<b>Minimum Number of Hours</b>  (B)	<b>Total Estimated Price (A x B)</b>	<b>Maximum Number of Hours</b>  (C)	<b>Total Estimated Price (A x C)</b>
<b>CLIN 1001</b>	Individual Therapy	\$_____	<b>100</b>	\$_____	<b>600</b>	\$_____
<b>CLIN 1002</b>	Family Therapy	\$_____	<b>500</b>	\$_____	<b>2500</b>	\$_____
<b>CLIN 1003</b>	Integrated Family Therapy	\$_____	<b>100</b>	\$_____	<b>1100</b>	\$_____
<b>CLIN 1004</b>	Case Management	\$_____	<b>100</b>	\$_____	<b>650</b>	\$_____
<b>CLIN 1005</b>	Support Groups	\$_____	<b>10</b>	\$_____	<b>60</b>	\$_____
<b>CLIN 1006</b>	Training (Parent and Professional)	\$_____	<b>8</b>	\$_____	<b>200</b>	\$_____
<b>CLIN 1007</b>	Cost Reimbursement for Client Specific Cost					<b>Not-to-Exceed</b>  <u>\$ 12,000.00</u>
<b>Grand Total for B.5.2</b>		\$_____		\$_____		\$_____

**B.5.3            OPTION YEAR 2**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (hour)</b>  (A)	<b>Minimum Number of Hours</b>  (B)	<b>Total Estimated Price (A x B)</b>	<b>Maximum Number of Hours</b>  (C)	<b>Total Estimated Price (A x C)</b>
<b>CLIN 2001</b>	Individual Therapy	\$ _____	<b>100</b>	\$ _____	<b>600</b>	\$ _____
<b>CLIN 2002</b>	Family Therapy	\$ _____	<b>500</b>	\$ _____	<b>2500</b>	\$ _____
<b>CLIN 2003</b>	Integrated Family Therapy	\$ _____	<b>100</b>	\$ _____	<b>1100</b>	\$ _____
<b>CLIN 2004</b>	Case Management	\$ _____	<b>100</b>	\$ _____	<b>650</b>	\$ _____
<b>CLIN 2005</b>	Support Groups	\$ _____	<b>10</b>	\$ _____	<b>60</b>	\$ _____
<b>CLIN 2006</b>	Training (Parent and Professional)	\$ _____	<b>8</b>	\$ _____	<b>200</b>	\$ _____
<b>CLIN 2007</b>	Cost Reimbursement for Client Specific Cost					<b>Not-to-Exceed</b>  \$ <u>12,000.00</u>
<b>Grand Total for B.5.3</b>		\$ _____		\$ _____		\$ _____

**B.5.4 OPTION YEAR 3**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (hour)</b>  (A)	<b>Minimum Number of Hours</b>  (B)	<b>Total Estimated Price (A x B)</b>	<b>Maximum Number of Hours</b>  (C)	<b>Total Estimated Price (A x C)</b>
<b>CLIN 3001</b>	Individual Therapy	\$ _____	<b>100</b>	\$ _____	<b>600</b>	\$ _____
<b>CLIN 3002</b>	Family Therapy	\$ _____	<b>500</b>	\$ _____	<b>2500</b>	\$ _____
<b>CLIN 3003</b>	Integrated Family Therapy	\$ _____	<b>100</b>	\$ _____	<b>1100</b>	\$ _____
<b>CLIN 3004</b>	Case Management	\$ _____	<b>100</b>	\$ _____	<b>650</b>	\$ _____
<b>CLIN 3005</b>	Support Groups	\$ _____	<b>10</b>	\$ _____	<b>60</b>	\$ _____
<b>CLIN 3006</b>	Training (Parent and Professional)	\$ _____	<b>8</b>	\$ _____	<b>200</b>	\$ _____
<b>CLIN 3007</b>	Cost Reimbursement for Client Specific Cost					<b>Not-to-Exceed</b>  \$ <u>12,000.00</u>
<b>Grand Total for B.5.4</b>		\$ _____		\$ _____		\$ _____

**B.5.5            OPTION YEAR 4**

<b>Contract Line Item No. (CLIN)</b>	<b>Item Description</b>	<b>Price Per Unit (hour)</b>	<b>Minimum Number of Hours</b>	<b>Total Estimated Price (A x B)</b>	<b>Maximum Number of Hours</b>	<b>Total Estimated Price (A x C)</b>
		<b>(A)</b>	<b>(B)</b>		<b>(C)</b>	
<b>CLIN 4001</b>	Individual Therapy	\$_____	<b>100</b>	\$_____	<b>600</b>	\$_____
<b>CLIN 4002</b>	Family Therapy	\$_____	<b>500</b>	\$_____	<b>2500</b>	\$_____
<b>CLIN 4003</b>	Integrated Family Therapy	\$_____	<b>100</b>	\$_____	<b>1100</b>	\$_____
<b>CLIN 4004</b>	Case Management	\$_____	<b>100</b>	\$_____	<b>650</b>	\$_____
<b>CLIN 4005</b>	Support Groups	\$_____	<b>10</b>	\$_____	<b>60</b>	\$_____
<b>CLIN 4006</b>	Training (Parent and Professional)	\$_____	<b>8</b>	\$_____	<b>200</b>	\$_____
<b>CLIN 4007</b>	Cost Reimbursement for Client Specific Cost					<b>Not-to-Exceed</b>  \$ <u>12,000.00</u>
<b>Grand Total for B.5.5</b>		\$_____		\$_____		\$_____

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

## SECTION C: SPECIFICATIONS/WORK STATEMENT

### C.1 SCOPE:

The Contractor shall provide Pre and Post Permanency Services to the foster parents, pre adoptive parents, adoptive parents, and those children and youth who are committed to the District of Columbia Child and Family Services Agency, and those who have achieved guardianship or adoption through the District of Columbia foster care system.

The Contractor shall provide a broad range of supportive services to assist children, youth and families in transitioning towards permanency or maintaining stability in their permanent setting or both. A broad range of therapeutic services would be provided to pre-adoptive, adoptive parents, and pre guardianship and post guardianship parents. The services for children and youth shall address mental and behavioral health, traumatic experiences and grief and loss issues. In addition, specific types of circumstances of youth with gender identity issues, sexual abuse issues and domestic violence issues shall be addressed. Therapeutic services shall be provided to identify circumstances that may trigger a crisis and establish plans to address them, diffuse crisis and prevent disruptions and or dissolutions; provide grief counseling to those pre-adoptive or foster parents who need assistance in dealing with the loss of a child placed in their home and those youth and adults who are conducting an adoption search (see definition C.1.2).

C.1.1 The Contractor shall identify and refer the targeted population to community services to meet the needs of the children, youth and families. These community based services shall include but are not limited to crisis intervention, family and individual therapy (as it relates to permanency only), support groups for families, parents, children and youth; advocacy, respite services, training for families and community partners; Case Management, and Intake, Assessment and Referrals. The overall targeted population includes:

1. Children and youth committed to the DC Child and Family Services agency and who have a goal of adoption or guardianship;
2. Children and youth who have achieved permanency through the District of Columbia Child Welfare System;
3. Children and youth who are awaiting adoptive and or guardianship placement;
4. Families awaiting adoption or guardianship finalization;
5. Families, children and youth needing post permanency support;
6. Foster and or pre-adoptive families who are interested in adopting children, youth, and or foster parents or relatives who are interested in obtaining guardianship of children, youth committed to the District of Columbia;
7. Adults who have achieved permanency through adoption and or guardianship from the District of Columbia Child Welfare System;

### C.1.2 DEFINITIONS

#### Crisis Intervention

Refers to the methods used to offer immediate, short-term help to individuals who experience an event that produces emotional, mental, physical, and behavioral distress or problems. A crisis

can refer to any situation in which the individual perceives a sudden loss of his or her ability to use effective problem-solving and coping skills

#### Individual Therapy

Individual therapy (sometimes called “psychotherapy” or “counseling”) is a process through which clients work one-on-one with a trained therapist in a safe, caring, and confidential environment to explore their feelings, beliefs, or behaviors, work through challenging or influential memories, identify aspects of their lives that they would like to change, better understand themselves and others, set personal goals, and work toward desired change.

#### Family Therapy

Family therapy is a type of psychotherapy that involves all members of a nuclear family, stepfamily, adoptive family, and, in some cases, members of the extended family (e.g., grandparents). A therapist or team of therapists conducts multiple sessions to help families address and resolve important issues that may interfere with the functioning of the family and the home environment.

#### Support Groups for Parents and Children

Group that contains individuals with similar problems, who meet on a short or longer term basis to share problems and get support and advices from one another. Support Groups can provide through an educational or recreational group experiences to bring families, youth and children together to share their experience of the adoption or guardianship process

#### Advocacy

Information and Referral Services to assist families in navigating, understanding and accessing appropriate services through community and private service providers to meet the needs of their child and or family. These services include but are not limited to educational, medical, social and mental health service.

#### Respite Care

Respite care services are supportive services designed to provide periods of relief and revitalizations to the parent or guardian. The central aim of respite is to provide parent(s) or guardian(s) with a period of temporary, short term, planned relief, thereby enhancing their ability to continue parenting. At the very core of respite is the concept that its use will strengthen families and reduce the likelihood of crisis and possible disruptions.

#### Training for Families and Community Partners

An educational forum that provides adoption or guardianship focused education to families, mental health providers, education systems, social medical providers, and to the community partners to enrich or enhance their understanding of the need for services unique to this population.

#### Case Management Services

Services provided to stabilize families with emotional and high risk behavioral problems; develop short term intervention plans; and connect youth, children and families to on-going service providers and support systems.

Intake and Assessment The Contractor shall contact the client within twenty-four (24) hours to provide the standard information and to begin the assessment. This process shall be managed by the completion of the Adoptive/Guardianship Family Assessment process, which shall be developed by the Contractor. All forms must pre-approved by the CFSA Program Monitor.

Trauma Informed Practice

A trauma-informed child- and family-service system is one in which all parties involved recognize and respond to the impact of traumatic stress on those who have contact with the system including children, caregivers, and service providers. Programs and agencies within such a system infuse and sustain trauma awareness, knowledge, and skills into their organizational cultures, practices, and policies. They act in collaboration with all those who are involved with the child, using the best available science, to facilitate and support the recovery and resiliency of the child and family. A service system with a trauma-informed perspective is one in which programs, agencies, and service providers: (1) routinely screen for trauma exposure and related symptoms; (2) use culturally appropriate evidence-based assessment and treatment for traumatic stress and associated mental health symptoms; (3) make resources available to children, families, and providers on trauma exposure, its impact, and treatment; (4) engage in efforts to strengthen the resilience and protective factors of children and families impacted by and vulnerable to trauma; (5) address parent and caregiver trauma and its impact on the family system; (6) emphasize continuity of care and collaboration across child-service systems; and (7) maintain an environment of care for staff that addresses, minimizes, and treats secondary traumatic stress, and that increases staff resilience

Review Evaluate Direct (RED TEAM)

The RED Team is a teaming process that uses the consultation and information sharing framework to assess the barriers and complicating factors for Guardianship and adoption cases in order to stabilize and prevent guardianship disruptions and adoption dissolutions.

Family Team Meeting (FTM)- The FTM process is a strengths-based early intervention family conferencing model that brings together families, community members, child welfare professionals, and other family support and/or resource people in a shared context to discuss the and plan for the needs of the child. Occurring at the critical moment of concern, the FTM process will increase the opportunity for family participation during times of critical decision-making, identify supports and resources in the extended family and community and allow decisions to be made based on the best information available.

Adoption Search and Reunion- An adoption search is a legal process where the adult adoptees, 18 years of age, or their birth parents file a Motion to Break Seal with the DC Superior Court to obtain medical history; the identity of his birth parents and or siblings; and mental health and medical information that maybe hereditary. Adoption Reunion occurs when the adoptee and the birth parents and/ or siblings mutually agree to connect or re-connect. Not all adoption searches result in adoption reunions.

Unusual Incident Report: Is a written and or verbal report that provides information pertaining to events and/or incidents that threaten or compromise the well-being of a child or youth that are deemed “critical events”, and require the immediate response and action of CFSA and its private

agencies or Child Protective Services in the jurisdiction where the family resides that is responsible for the safety and well-being of children and youth.

Flex Funds: Funds that are used to cover services that are not found in the community, not covered by the Medicaid or the adoptive parent's medical insurance and or crime victims. All requests must be approved by Child and Family Services.

Minimum Access Capabilities: The Post Permanency Family Center shall have limited services and accessibility fifteen (15) days after the contract is awarded. The following shall be in place and available: director, therapist, referral process, location, telephone services, computers; secured area for client files and website (to include hours of operation, agency address, crisis hotline telephone number, purpose of agency, services provided and organizational chart).

## **C.2 REQUIREMENTS**

The Contractor shall provide Pre and Post Permanency Services, which include, but are not limited to, the following: Crisis Intervention, Family and Individual Counseling, Support Groups, Advocacy, Training, Trauma Therapy and Case Management and Respite Care.

### **C.2.1 REFERRAL AND INTAKE PROCESS**

The Contractor shall design a referral and intake process for children, youth and families seeking services; who are in the process of having their adoptions/guardianships finalized; whose adoptions or guardianship have been finalized in the District of Columbia; as well as for children awaiting adoptive and or guardianship placements, and those adults who are conducting an Adoption Search (see definition). The Contractor shall conduct an initial assessment to determine whether the family or individual meets the eligibility criteria. This referral and intake process must meet the following criteria:

- The Contractor shall design a tracking system of all referrals received, to include the disposition of those referrals, and follow up to the referral source within thirty (30) days of the outcome to ensure needs are met.
- Tracking system database shall be developed fifteen (15) days after contract is awarded and shall be approved by the CFSA Contract Administrator and available for review upon request.
- The Contractor shall ensure that all referrals are assigned and contact made with the client within twenty-four (24) hours of receipt of the referral.
- Contractor shall develop a process to respond within one (1) hour to crises that occur at any time including after hours. This process must be reviewed and approved by CFSA.

## **C.2.2 RECEIPT AND CONFIRMATION OF REFERRALS**

C.2.2.1 The Contractor shall provide an information and referral service to support children and families.

C.2.2.2 The Contractor shall ensure that there is adequate staff comprised of trained employees, interns (master level social work/psychology major) and or volunteers (**See C.5**) to attend to the clients during normal hours of operation, and a telephone and or electronic capability to respond during non-operating hours.

C.2.2.3 The Contractor shall ensure that all telephone attendants are skilled listeners with good communication skills, knowledge of target population served, and the sensitivity to understand and assess each caller's need.

C.2.2.4 The Contractor shall ensure that the attendants have the ability to make referrals to appropriate community resources which include but are not limited to mental health service, medical service providers, educational support, legal support and respite care services.

C.2.2.5 The Contractor shall ensure that there are twenty four (24) hour access communication options such as phone, the Internet, including e-mail capability and the ability to communicate with everyone including the hearing and or speech impaired, and those who speak a language other than English

## **C.2.3 WEBSITE DEVELOPMENT, MAINTENANCE AND CAPABILITIES**

C.2.3.1 The Contractor shall develop and maintain an electronic website for publication of current and on-going information regarding adoption and or guardianship services in the District of Columbia. The Post Permanency Family Center's website, shall include the following minimum features and capabilities

- a) The Mission and Philosophy of the Post Permanency Family Center
- b) Available and planned adoption and or guardianship support services and resources, and how to access these services.
- c) Key Management Staff names, titles, and contact information
- d) Intake and Referral contact sheet (form) for the purpose of requesting adoption and or guardianship related services or other information (Feature will have auto time/date and response capability twenty-four (24) hours).
- e) Information links to other DC programs and services
- f) Links to the District of Columbia CFSA Website (include CFSA Main Web Address)
- g) Links to collateral services (Links to DC Government Main Web Address)
- h) Post Permanency Family Center's educational and training resources.
- i) Description of the Center's volunteer services programs.

- j) Other website capabilities including applicable Post Permanency Family Center forms and applications
- k) Monthly reports: For example website usage, special events, speaker conferences, volunteer activities, recognitions and staffing announcements.
- l) Periodic reports: For example demographics of population served.
- m) CFSA and the Post Permanency Family Center, surveys/questionnaires and results.
- n) Opportunities and methods for making donations to the Post Permanency Family Center.
- o) Methods for submitting suggestions for the delivery of services
- p) Information on the Post Permanency Resource Center's Crisis Help Line and CFSA Hot Line features.
- q) Information on acquiring tutoring and mentoring services
- r) The website shall have some minimum Spanish language capabilities and advisory information (directions in addressing clients who need alternative language assistance).
- s) Therapeutic Services to clients via Video Conferencing Services. This service is for those clients who reside outside of the District of Columbia, Maryland and Virginia area. The Contractor shall ensure that the client understands Video Conferencing, and address any security concerns. The Contractor shall provide proof that the website is secured. The Contractor shall develop a written agreement for clients that participate in this service.

C.2.3.2 The Post Permanency Family Center's website shall have access capabilities within fifteen days (15) after contract award and be fully operational within 90 days after contract award.

#### **C.2.4 CRISIS HELP LINE**

C.2.4.1 The Contractor shall establish a Crisis Help Line to provide crisis counseling by telephone or home visit to clients at all times. The Contractor shall have trained staff that is able to diffuse the crisis, or shall be able to identify services and or provide referral information about local agencies that provide Crisis Intervention and organizations that may offer additional or more intensive services in the jurisdiction where the client resides.

C.2.4.2 The Contractor shall ensure that the Crisis Help Line operates toll-free twenty-four (24) hours a day, seven (7) days a week.

C.2.4.3 All staff, interns and volunteers who operate the Crisis Help Line shall have completed a minimum of twenty-four (24) hours of Crisis Management training and be able to provide information and referrals to each caller's specific need. Staff, interns and volunteers must have access to supervisor, and or program manager to provide guidance and assistance with critical matters.

C.2.4.4 The Contractor shall ensure that all telephone attendants are skilled listeners with good communication skills, knowledge of target population served, and the sensitivity to understand and assess each caller's need. All staff, interns and volunteers shall receive training on Neglect and Abused Children and the DC Laws that governs CFSA.

C.2.4.5 The Crisis Help Line shall maintain a database of all calls, which will include the date, time, and the caller's identifying concern(s), question(s), and recommendation(s), referrals, and interventions provided by the Post Permanency Family Center.

C.2.4.6 The Crisis Help Line shall be marketed and announced through the Post Permanency Family Center's custom brochures and website. These brochures, shall be made available to social workers, families, youth, children, judges, attorneys and all agencies providing child welfare services in the District of Columbia.

## **C.2.5 RESOURCE MANUAL**

C.2.5.1 The Contractor shall develop a Resource Manual ninety (90) days after the contract is awarded, The Resources Manuel shall contains resources in the Washington D.C. Metropolitan area to meet the needs of the target population, and ensure that the target population must have access to this resource directory via the website. The Resource Manual should be reviewed and up-dated bi-annually.

C.2.5.3 The Resource Manuel shall include but not be limited to providers in the following areas of mental health, medical, educational, social, and legal services.

C.2.5.4 The Contractor shall ensure that the Resource Manuel is located in an area in the Post Permanency Family Center for easy access to the child (ren), youth and families.

## **C.2.6 DOCUMENTATION**

C.2.6.1 The Contractor shall track all inquiries for services, the progress and outcomes from the inception through the disposition stage.

C.2.6.2 The Contractor shall provide a monthly progress report to the CFSA's Contract Administrator, which indicates steps taken toward the implementation of the Post Permanency Family Center, accomplishments during the reporting period, identification of barriers, plans to address barriers.

C.2.6.3 The progress of outcomes report shall also include but not be limited to the following:

- a) Number and type of Groups and or Support Group Meetings
- b) Number of Families/Children, youth and adult adoptees served
- c) Number of Red Teams or Family Team Meetings held
- d) Source of inquiry; location (jurisdiction) and individual (parent, child, family member, other, etc.)
- e) Method of inquiry: phone, internet, walk-in, referral, etc.
- f) Date referral received, services requested, date action taken, date of disposition
- g) Number of home visits conducted for initial assessment
- h) Number of home visits conducted for short term therapy

- i) Number of Adoption Dissolutions and Guardianship Disruptions
- j) Number of Adoption Dissolutions and Guardianship Disruptions prevented
- k) Number of children in Guardianship Disruptions or Adoption Dissolutions that resulted in children or youth returning to foster care or placed in foster care in the jurisdictions where the family resides
- l) Number of cases where short term Case Management is provided to children, youth and families.
- m) Number and type training provided to the children, youth and families.
- n) Number of contacts with families within a 24 hour period for all non-emergency cases
- o) Number of children and families successfully matched with community related services
- p) Number of children, youth and families requesting services that were unavailable.
- q) Number of families requesting and referred to respite care services.
- r) Services requested by children, youth or families that were unavailable.
- s) Any other information requested by CFSA and provided by the Contractor.
- t) Observed trends of needs

### **C.2.7 FACE-TO-FACE COUNSELING**

C.2.7.1 The Contractor shall provide face-to-face counseling to all persons who are currently or were previously involved in the adoption and guardianship process.

C.2.7.2 The Contractor shall provide individual, family, and group counseling to clients as it relates to issues regarding adoption, guardianship and family related issues.

C.2.7.3 The Contractor shall ensure that all therapists are professionally trained and can make referrals to the appropriate community service provider

C.2.7.4 The Center's staff shall facilitate adoption/guardianship Disruption Conferences; Family Team Meetings and Red Teams, and or participate in those held by CFSA, and act as an advocate in such cases.

C.2.7.5 The Contractor shall refer the child (ren), youth and or families to the appropriate community service provider who will accept their medical insurance. If the Contractor is unable to identify a service provider that accepts the medical insurance, they must inform the family who has a right to make a decision regarding payment. The Child and Family Services Agency shall not be held responsible for any such payments.

C.2.7.6 The Contractor shall set aside funds to cover services that are not found in the community; not covered by Medicaid or by the adoptive/guardianship parents private insurance; and or Crime Victims. The funds set aside shall not exceed twelve thousand dollars (\$12000.00) annually. All requests from funds must be approved by CFSA. Funds can be used for the following: food, clothing, personal incidentals/toiletries, educational supplies, transportation, travel (limited), Metro Train/Bus fares, Household furnishings and supplies.

C.2.7.6 (b) The Contractor shall develop guidelines that and forms to request funds. The forms must identify the services, the cost of the service, steps taken to access the services via the community and other avenues. The guidelines and forms must be pre-approved by Child and Family Services Agency. All requests for Flex Funds must be sent to CFSA via the Contract Administrator for approval.

C.2.7.7 The Contractor shall provide in-home therapeutic service. These services shall be provided on a case by case basis.

C.2.7.8 The Contractor shall be knowledgeable about of all policies, procedures and laws that govern the Child and Family Services Agency as it relates to permanency. Clarification of those policies, procedures and DC Laws shall be directed to the Contract Administrator.

C.2.7.9 The Contractor shall ensure that the goal of family therapy is to help family members improve communication, solve family problems, understand and handle special family situations (for example, transitioning a child or youth into a pre-adoptive or pre-guardianship home and or stabilizing a child or youth in their adoptive or guardianship family) to create a better functioning home environment. For families with one member who has a serious physical or mental illness, family therapy can educate families about the illness and work out problems associated with care of the family member. For children and adolescents, family therapy most often is used when the child or adolescent has a personality, anxiety, or mood disorder that impairs their family and social functioning, and when an adoption or guardianship family is formed or begins having difficulties adjusting to the new family life. Families with members from a mixture of racial, cultural, and religious backgrounds, as well as families made up of same-sex couples who are raising children, may also benefit from family therapy.

## **C.2.8 GROUP MEETINGS/SUPPORT GROUPS/ADVOCACY**

C.2.8.1 The Post Permanency Resource Center shall hire staff to develop and facilitate all group meetings to educate and support children, youth and families in the pre and or post permanency process.

C.2.8.2 The Post Permanency Resource Center shall provide adequate space to allow children and families the opportunities to discuss issues as they relate to adoption, guardianship, birth family search, rejection, grief and loss, and abandonment issues.

C.2.8.4 The Post Permanency Resource Center shall be responsible for providing information about various Adoption/Guardianship and reunion support groups.

C.2.8.5 The Post Permanency Resource Center staff shall act as facilitators for guest speakers who share experience from the perspective of an adopted person, and or adoptive parent with reunification resulting from an adoption search.

C.2.8.6 The Post Permanency Resource Center shall provide assistance for adopted persons and birth parents that require help and support to approach persons they have been seeking.

C.2.8.7 Supportive services shall also be provided to adoptive parents who assist adopted children in the search process.

**C.2.9 RESPITE CARE SERVICES**

C.2.9.1 The Post Permanency Family Center shall develop a roster of resources that can provide day, overnight and weekend respite care services to families.

C.3.9.2 The Post Permanency Family Center shall develop a process to refer families to prospective respite care providers.

**C.3. REFERENCE LIBRARY**

C.3.1 The Contractor shall make available reference books, videos, compact discs and digital video device (DVD) relating to a myriad of adoption, guardianship and foster care topics. These materials may be acquired through gifts, donations, purchases, or private acquisition. Books and other reference material shall be updated on an annual basis. All purchases using DC Government funds shall be tagged as property of CFSA.

C.3.2 The Reference Library and its resources shall be located at the Post Permanency Family Center in a space specifically identified for that purpose. The Reference Library must be operational sixty (60) days after the contract is awarded.

C.3.3 The Contractor shall identify a designated space to allow the clients an opportunity to review the materials.

C.3.4 The Contractor shall develop a process that shall allow the clients to examine the material for a period of time in the home.

**C.4. TRAINING PROGRAMS**

C.4.1 The Contractor shall provide educational forums for families and community partners as it relates to the mission of the Post Permanency Family Center.

C.4.2 The Contractor shall refer the target population to appropriate community resources for Training. Payment for such training shall be made by the individual or family. The Child and Family Services Agency shall not be responsible for any such payments. If training is not found through community resources the Contractor shall design and offer a sufficient number of training programs to address permanency related issues.

C.4.3 Training curriculum designed and offered by the Post Permanency Family Center and shall first be pre-approved by the Contract Administrator, and meet the approval criteria of the Child Welfare Training Academy.

C.4.4 The Contractor shall instruct the target population where materials can be purchased or located (i.e. bookstore, publisher, and internet).

C.4.5 The Contractor shall provide training to CFSA staff and CFSA Contract Agency staff on issues and needs related to adoptions and guardianships.

**C.5 STAFFING REQUIREMENTS**

C.5.1 The Contractor shall recruit all staff, interns and volunteers necessary to perform all tasks outlined in this contract.

C.5.2 The Contractor shall submit offers of employment to CFSA for review (i.e., staff, interns, volunteers and sub-contractors), prior to hiring.

C.5.3 The Contractor shall notify CFSA's Contract Administrator immediately of any personnel changes and a written report as to how duties will be covered in the absence of those personnel changes and the time frame for hiring new staff. When new staff is hired, the Contractor shall notify the Contract Administrator. The notification shall include documentation supporting the candidates experience and qualifications.

C.5.4 All staff, interns and volunteers who work at the Post Permanency Family Center shall be fully trained, qualified, experienced, licensed or certified, as appropriate to function within scope of the requirements of this contract.

C.5.5 The Contractor shall hire interns who shall possess a Bachelor's Degree in the Human Services field, and have sufficient training and experience in adoptions, guardianship, foster care and knowledge of human behavior.

C.5.6 Staff providing therapeutic services must have a Masters Degree in Social Work or a related field, and be licensed to practice in the District of Columbia, Virginia and or Maryland.

C.5.7 Student Interns and volunteers must be supervised by a Licensed Clinical Social Worker at all times.

C.5.8 The Contractor shall provide a minimum of forty (40) hours (which includes the 24 hours of Crisis Training) of initial training for all staff in areas related to their respective positions.

C.5.9 The Contractor shall ensure that staff servicing families is provided ongoing training on permanency related issues in order to meet the needs of the target population.

C.5.10 The Contractor shall ensure that the staff is knowledgeable about adoption, guardianship and foster care related issues. The Contractor shall hire diverse staff who are culturally sensitive, and are knowledgeable and experienced in an array of area that the target population

so that they may address the needs of the population that they serve (i.e., gender identity issues, substance abuse, domestic violence, and sexual abuse).

C.5.11 The Contractor shall ensure that all staff, interns and volunteers are cleared through the Child Protection Registry where they have resided for the last ten years, prior to employment at the PFFC. The Child Protection Registry shall be updated yearly and filed in the employee's personnel file.

C.5.12 All staff, interns and volunteers shall be cleared through the Federal Bureau of Investigation (FBI) and are required to update the FBI Clearance every two years prior to employment. The information shall be filed in the staff members personnel file.

C.5.13 All staff, interns and volunteers shall obtain a state Police Clearance(s) in the jurisdictions in which they have attended school, resided or been employed in the past five (5) years. Police Clearances shall be up-dated every two years and the information shall be filed in the staff member's personnel files, prior to employment at then PFFC.

C.5.14 Staff shall not have any prior criminal record of convictions for child abuse, neglect, molestation, rape, sexual abuse, drug use or drug involvement or any crime pertaining to children.

C.5.14 The Contractor shall ensure that a copy of the current health certificates for each person establishing the absence of any communicable diseases are filed in their personnel files within thirty (30) days of contract award and whenever new staff, interns and volunteers are recruited

C.5.15 The Contractor shall maintain written job descriptions covering all positions funded under the contract, including interns and volunteers. The job descriptions will include education, experience, licensing, certification, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. Such documentation shall be in the personnel file, and be available for inspection by CFSA officials upon request.

C.5.16 The Contractor shall maintain a current organizational chart for all functions funded under the Contract which displays organizational relationships and demonstrates who has the responsibility for administrative oversight and program operation.

C.5.17 The Contractor shall ensure all staff providing work under this contract is able to read, write, speak, and understand English proficiently, and have a contingency plan to meet the language needs of the non-English speaking population, and the hearing and visually impaired.

## **C.6 SPECIFIC REQUIREMENTS FOR THE EXECUTIVE DIRECTOR**

C.6.1 The Contractor shall provide an Executive Director who will be responsible for the overall operation of the Post Permanency Family Center, provide management and direction of

all services required under this contract, and act as a principal liaison with CFSA, community partners and other stakeholders.

**C.6.2 Executive Director's Qualifications**

C.6.2.1 The Executive Director shall have a Masters degree of Social Work degree or related disciplines, not less than five years experience in child welfare services, and be appropriately licensed in the District of Columbia at the time of hire.

**C.7 FACILITY REQUIRMENTS**

C.7.1 The Post Permanency Family Resource Center must be centrally located within the boundaries of the District of Columbia, preferably on bus routes and or Metro rail lines, and easily accessible from the surrounding Maryland and Virginia metropolitan communities.

C.7.2 At all times during the period of performance, the Contractor must be in full compliance with all licensing and building code requirements governing District of Columbia properties, including compliance of the Americans with Disabilities Act. Prior to contract award, the Contractor shall provide a copy of the current Certificate of Occupancy issued by the Department of Consumer and Regulatory Affairs for the proposed site.

C.7.3 The Contractor shall develop an emergency evacuation safety plan, which shall be posted at all entry and exit doors. A copy of the evacuation safety plan shall be available to the Contract Administrator upon request.

C.7.4 The Contractor shall provide office space and all related facility management services, such as janitorial services, telephone services, utilities, U.S. mail, and all other related support services to accomplish the requirements under this contract.

C.7.5 The Post Permanency Family Center's hours of operations shall be designed to meet the needs of the population served. The Center shall have evening office hours up until 8:00pm and weekend office hours at least twice a month and on call Emergency Services 24 hours 7 days a week.

C.7.6 The Post Permanency Family Center Facilities shall have minimum access capabilities fifteen (15) days after award, and be fully operational within ninety (90) days after contract award (See definition C.1.2).

**C.8 REPORTING REQUIREMENTS**

C.8.1 Reports required to be submitted to CFSA for this project will include reports of unusual incidents, quarterly reports of program activities, and reports of center inventory.

C.8.2 **Reporting Unusual Incidents:** An unusual incident is defined as any event affecting staff or Clients significantly different from the regular course of events or established procedures. Within one (1) hour of the occurrence of an abuse or neglect incident the Contractor shall file a report with the Child and Family Services Agency Hotline (202-671-SAFE), or the Child Abuse and Neglect Hotline in the jurisdiction in which the client resides. The Contractor shall report the incident by telephone or facsimile, and follow-up within twenty- four (24) hours with a detailed written report to the CFSA Contract Administrator. Other incidents that would not meet the criteria for mandated reporting shall be submitted to Contractor Administrator within twenty (24) hours using Contractor's Unusual Incident Reporting form.

C.8.3 **Monthly Report:** Contractor shall provide a monthly report to the CFSA Program Monitor and the Contract Administrator by the tenth (10<sup>th</sup>) calendar day of each month. The report shall be sufficient and comprehensive in accordance to **C.2.6.3**.

C.8.4 **Quarterly Program:** Contractor shall provide quarterly reports to the CFSA Program Monitor, by the 10<sup>th</sup> calendar day following the close of each three-month period. The report shall be comprehensive and in narrative form. The report shall also include statistical data requested in the monthly report (see C.2.6.3), in addition to the following:

- a) A narrative on progress made in delivering the proposed resource services;
- b) Interfaces with community Collaborative and other community partners
- c) Information disseminated to the general public and any responses received;
- d) Staffing changes made during the reporting period along with the number of vacant positions and the length of vacancy period; and
- e) The Child and Family Services Agency reserves the right to request additional information on an as needed basis.

C.8.5 **Annual Program Report:** Contractor shall provide an Annual Report to the CFSA Program Monitor, by the 25th calendar day of September. The report shall be comprehensive and in narrative form. The report shall also include statistical data requested in the monthly report (see C.2.6.3), and information included in Quarterly Report (see C.8.4) in addition to the following:

- a) Barriers related to service Delivery
- b) Trends related to services needed or requested by clientele
- c) Plan for the upcoming fiscal year

## **C.9 RECORDS**

C.9.1 Program Records

C.9.1.1 At all times the Contractor shall maintain accurate records reflecting initial and periodic assessments, initial and revised service plans, and the on-going progress of each child, youth and family.

C.9.1.2 The Contractor shall have each client's record available for review at all times by CFSA staff responsible for monitoring the contract.

C.9.2 In the event of termination or cancellation of this contract, all files and or records shall revert to CFSA ownership.

C.9.3 Administrative Records

C.9.3.1 At all times, the Contractor shall maintain current and accurate records on all Administrative activities resulting from this contract, including Personnel, Contracts for services, financial and facility records.

C.9.3.2 Financial records shall be maintained consistent with generally accepted accounting principles (GAPP).

C.9.4 Inspection of Records

C.9.4.1 At any time during the period under contract, the Contracting Officer may approve the inspection of any and all records maintained pursuant to it. Such inspection may take place by any authorized officials of the District of Columbia Government, or specifically, the Child and Family Services Agency, and may be announced or unannounced. In the event of announced visits, the Contractor may be granted a period of not to exceed five (5) business days to prepare records for inspection.

**C.10 PERFORMANCE OUTCOMES**

C.10.1 Contractor shall submit Invoices timely and in the appropriate format. (95%)

C.10.2 Contractor shall ensure that 85% of children, youth and families referred for Integrated Family Therapy will complete the initial assessment and participate in the therapeutic process.

C.10.3 Contractor shall successfully prevent guardianship disruptions and adoption dissolutions and stabilize the family (75%)

C.10.4 Contractor shall ensure that at least 75% of children and families served by PPFC will maintain stability in the home.

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C.10.5 Contractor shall ensure that 100% percent of the children, youth and families who have achieved permanency through the District of Columbia Foster Care System receive supportive crisis services through the Post Permanency Family Center.

C.10.6 Contractor shall ensure that at least 75% of the children, youth and families who are in crisis, receive supportive services that will diffused their crisis, resulting in improved family functioning.

C.10.7 Contractor shall ensure that at least 95% of the referrals are assigned and contact made with the client within twenty-four (24) hours of receipt of the referral.

**SECTION D: PACKAGING AND MARKING**

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

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

**SECTION E: INSPECTION AND ACCEPTANCE**

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

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

**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.

**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.10 in accordance with the following:

**F.4 DELIVERABLES**

Section	Deliverables	Qty.	Format/Method of Delivery	Due Date	To Whom
C.8.2	Unusual Incidents Report	TBD by CA	Telephone, or facsimile	Within one (1) hour	CA
C.8.3	Monthly Progress Report	12	Hard Copy	10 <sup>th</sup> of each month	CA
C.8.4	Quarterly Program and Inventory Reports	TBD by CA	Hard Copy	10 <sup>th</sup> calendar day following the close of three months period	CA

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

## **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 completion and acceptance of work on a biweekly basis in accordance with the hourly rate stated separately in the contract.

### **G.2 INVOICE SUBMITTAL**

**G.2.1** The Contractor shall submit proper invoices on a biweekly 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.10 below. The address of the CFO is:

Child and Family Services Agency  
Office of the Controller/Agency CFO  
200 I (Eye) Street, S.E., Suite 2030  
Washington, D.C. 20003  
Phone: (202) 727-7383

The contractor may also submit invoices by e-mail to: [cfsa.accountspayable@dc.gov](mailto: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.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 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within thirty (30) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G.4.2 The mandatory PASS Buyer and ASN Vendor Registration Directive is attached as *Section J.9*.

**G.5 ASSIGNMENT OF CONTRACT PAYMENTS**

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

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

**G.6 THE QUICK PAYMENT CLAUSE**

**G.6.1 Interest Penalties to Contractors**

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

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

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

**G.6.2 Payments to Subcontractors**

**G.6.2.1** The Contractor must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

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

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

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

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

**G.6.3 Subcontract requirements**

**G.6.3.1** The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or

supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

**G.7 ORDERING CLAUSE**

**G.7.1** Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CO. Such orders may be issued during the term of this contract.

**G.7.2** All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

**G.7.3** If mailed, a delivery order or task order is considered "issued" when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

**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**  
**200 I Street, S.E. Suite 2031**  
**Washington, D.C. 20003**  
**(202) 724-5300**

**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 ADMINISTRATOR (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:
- Trantina Waugh**  
**Social Worker, Foster Care Resources Administration,**  
**Child and Family Services Agency**  
**200 I (Eye) Street, S.E.,**  
**Washington, D.C. 20003**  
**(202) 727-4956**  
**Trantina.waugh@dc.gov**
- 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.

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

## SECTION H: SPECIAL CONTRACT REQUIREMENTS

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

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

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

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

### H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination No. 2005-2103 Rev 14 Dated July 25, 2014** issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

### H.3 PUBLICITY

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

### H.4 FREEDOM OF INFORMATION ACT

The District of Columbia Freedom of Information Act, at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

- (d) Hire date;
- (e) Residence; and
- (f) Referral source for all new hires.

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

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

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.5.4 and include the following documentation:
  - (a) Material supporting a good faith effort to comply;
  - (b) Referrals provided by DOES and other referral sources;
  - (c) Advertisement of job openings listed with DOES and other referral sources; and
  - (d) Any documentation supporting the waiver request pursuant to section H.5.6.

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

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

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

**H.5.8** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of

the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

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

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

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

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

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

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

**H.8.1** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**H.8.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**H.8.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**H.8.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.6** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.5** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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**Pre/Post Permanency Services**

- 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**

### **(a) Mandatory Subcontracting Requirements**

- (1) Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- (2) If there are insufficient SBEs to completely fulfill the requirement of paragraph (a)(1), then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- (3) A prime contractor that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections (a)(1) and (a)(2) of this clause.
- (4) Except as provided in (a)(5) and (a)(7), a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (5) A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.
- (6) Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.
- (7) A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

### **(b) 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 (a) of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of

the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

**(c) Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

**(d) Subcontracting Plan Compliance Reporting.**

- (1) If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:
  - (A) The price that the prime contractor will pay each subcontractor under the subcontract;
  - (B) A description of the goods procured or the services subcontracted for;
  - (C) The amount paid by the prime contractor under the subcontract; and
  - (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.
- (2) If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

**(e) Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

**(f) Enforcement and Penalties for Breach of Subcontracting Plan**

- (1) A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.
- (2) A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

- (3) If 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 provisions in **clause 8 of the SCP, Default.**

## **H.10 DISTRICT RESPONSIBILITIES**

CFSA will monitor and evaluate the performance of the Contractor according to the scope of work and related service delivery standards. The CA will make periodic scheduled meetings with the Contractor to discuss the scope of work in relation to the services rendered to the target populations, and the relative success thereof.

## **H.11 CONTRACTOR RESPONSIBILITIES**

### **H.11.1 Performance Standards and Quality Assurance**

H.11.1.1 The Contractor shall adhere to CFSA policies and District regulations.

H.11.1.2 The Therapists/Professionals shall monitor and evaluate all program activities. At a minimum, a quarterly program evaluation shall include a review of the appropriateness, quality and timeliness of each service, as well as achievement of program objectives.

H.11.1.3 The Therapists/Professionals shall be responsible for specific documentation of services provided to parents and families, and updates on both progress, as well as any issues which may arise.

H.11.1.4 The Therapists/Professionals shall possess an in-depth knowledge of and broad experience working with families and their infant/child, as well as the family's desired outcomes. Experience working with families and children with special needs is necessary.

H.11.1.5 The Executive Director shall have a Master's degree of Social Work degree or related disciplines, not less than five years of experience in child welfare services, and be appropriately licensed in the District of Columbia at the time of hire.

### **H.11.3 UNUSUAL INCIDENTS**

H.11.3.1 The Contractor shall report "unusual incidents" by fax and by telephone to the Contract Monitor within 24 hours of the event. Further and subsequent written description shall be provided as requested by the Contract Monitor. An unusual incident is any event that is significantly different from the regular routine or established procedure for the program. Examples of unusual incidents include, but are not limited to, death; injury; fire, theft or destruction of property.

H.11.3.2 The contractor shall immediately report all unusual incidents by telephone to the CA. All unusual incidents involving a CFSA involved child shall be reported to the CFSA twenty

four (24) hour Hotline (202-671-SAFE). All unusual incidents must be reported to the CA within 24 hours of the Contractor becoming aware of the incident.

H.11.3.3 The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents.

H.11.4 **MANDATORY REPORTING**

H.11.4.1 The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty-four (24) hour Child Abuse and Neglect Hotline (202 671-SAFE).

H.11.4.2 The Contractor shall ensure that all staff complies with the provisions as cited in DC Law 22-2 and DC Code §4-1321.02.

H.11.5 **STAFF SECURITY REQUIREMENTS**

H.11.5.1 The Contractor shall conduct routine, pre-employment child protection and criminal record background checks of the Contractor's staff and prospective staff to include consultants and sub-contracts with access to children. All staff, employees, consultants and sub-contractors must be cleared through the Child Protection Registry where they have resided for the last ten years, prior to employment at the PPF. The Child Protection Registry shall be updated yearly and filed in the employee's personnel file. All staff, interns and volunteers shall be cleared through the Federal Bureau of Investigation (FBI) and are required to update the FBI Clearance every two years prior to employment. The information shall be filed in the staff members personnel file. All staff, interns and volunteers shall obtain a state Police Clearance(s) in the jurisdictions in which they have attended school, resided or been employed in the past five (5) years. Police Clearances shall be up-dated every two years and the information shall be filed in the staff member's personnel files, prior to employment at then PPF.

H.11.5.2 The Provider shall not employ 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.11.5.2.1 Child abuse;

H.11.5.2.2 Child neglect;

H.11.5.2.3 Spousal abuse;

H.11.5.2.4 A crime against children, including child pornography;

H.11.5.2.5 A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;

H.11.5.2.6 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.11.5.3 The Contractor shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis.

- H.11.5.4 The Contractor shall terminate any staff for which an allegation of any of the following has been substantiated by an investigation by CFSA's Institutional Abuse Unit or a comparable Child Protective Services unit in any jurisdiction:
- H.11.5.4.1 Neglect of children;
  - H.11.5.4.2 Physical abuse of children, families or staff members;
  - H.11.5.4.3 Sexual abuse or harassment of children, families or staff members;
  - H.11.5.4.4 Verbal or emotional abuse of children, families or staff members;
  - H.11.5.4.5 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.11.5.4.6 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.11.5.5 The Contractor 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.11.5.4 of this agreement.
- H.11.5.7 CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.
- H.11.5.8 **Disciplinary Action**
- The Contractor shall, upon discovery, discipline or terminate any staff found to be in violation of the District's drug and alcohol policy. In addition, the Contractor shall document supervisory actions, conferences and personnel evaluations.
- H.11.6 **STAFF REQUIREMENTS**
- H.11.6.1 The Contractor shall maintain documentation that Contractor staff (employees, volunteers and consultants) possesses adequate training, qualifications, and competence to perform the duties to which they are assigned, and hold current licenses or certifications as appropriate. All direct service personnel assigned to cases must enroll and complete the CFSA training for new employees most closely related to their function, as well as ongoing training at CFSA's expense on a training-space-available basis.
- H.11.6.2 The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which must be included in the project files and be available for inspection on request by CFSA. Job descriptions will include education, experience, and/or licensing/ certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work experience and personal references, as well as any current licenses and certifications that are applicable.

- H.11.6.3 The Contractor shall maintain an individual personnel file for each project staff member funded by this contract which will contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment. All personnel materials will be made available to CFSA upon request.
- H.11.6.4 The Contractor shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.
- H.11.6.5 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.
- H.11.6.6 The Contractor shall ensure that all employees are licensed and qualified to perform services under this contract.
- H.11.6.7 The Contractor shall ensure that all employees who are directly involved in providing services under this contract are informed of the current medical, psychiatric, psychological, cognitive, emotional and behavioral status and patterns of the client.
- H.11.6.8 The Contractor shall ensure that all staff does not have any prior criminal record of convictions for child abuse, molestation, sexual abuse and rape.
- H.11.6.9 **Training**
- H.11.6.9.1 The Contractor shall be responsible for ensuring staff training and development are, at minimum, in compliance with licensure regulations for Washington, DC and CFSA guidelines. CFSA expects professionals to meet licensure guidelines.
- H.11.6.9.2 The Contractor shall ensure training to program staff and volunteers including, but not limited to: relevant child welfare topics; child abuse and neglect prevention; the provision of community-based services; child development; topics relevant to engaging non-custodial fathers, engaging parents, family-centered services, conflict resolution and parent-child interaction; confidentiality and HIPAA compliance.
- H.11.7 **RESERVE**
- H.11.8 **STANDARD OF PERFORMANCE**
- H.11.8.1 The Contractor shall ensure that the Therapists/Professionals at all times act in good faith and in the best interest of CFSA, use its best efforts and exercise due care and sound business judgment in performing the duties under this contract.

H.11.8.2 The Contractor shall ensure that the Therapists/Professionals at all times comply with CFSA policies, procedures and directives as it pertains to providing services to our children, caregivers and involved family members.

**H.11 HIPAA BUSINESS ASSOCIATE COMPLIANCE**

For the purpose of this agreement 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 (“HIPAA Regulations”) and Contractor/Vendor, 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)

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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)

<b>Technical Safeguards</b> (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 [***Insert section number related to paragraphs (e) and (f) above under "Permitted Uses and Disclosures By Business Associate"***] 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.

2. Miscellaneous

- a. ***Regulatory References.*** A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. ***Amendment.*** The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to

one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

- c. ***Survival.*** The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and the sections of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts covering Default and Termination for the Convenience of the District shall survive termination of the Contract.
- d. ***Interpretation.*** Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Rules.  
The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.
- e. ***No Third-Party Beneficiaries.*** The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. ***Compliance with Applicable Law.*** The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. ***Governing Law and Forum Selection.*** This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of

Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. **Indemnification.** The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. **Injunctive Relief.** Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received PHI from the Business Associate.
- j. **Assistance in litigation or administrative proceedings.** The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. **Notices.** Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to  
\_\_\_\_\_  
\_\_\_\_\_

If to the Covered Entity, to  
Child and Family Services Agency  
Dionne Bryant, Privacy Officer

\_\_\_\_\_  
Attention: \_\_\_\_\_ Washington, DC 20003  
\_\_\_\_\_  
Fax: \_\_\_\_\_ Fax: 202-727-8886

- 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**

**H.12 CONFIDENTIALITY**

**H.12.1** The Contractor recognizes and acknowledges that, by virtue of entering into this contract and providing services to the District hereunder, Contractor may have access to certain

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

**H.12.2** The Contractor shall ensure that all case record information is confidential and shall not be disclosed or used other than in the course of official duties to provide services to the child and in such instances, shall only be disclosed to the least extent possible, consistent with any court order, the individual service plan, and local and federal law.

**H.12.3** The Contractor shall maintain the confidentiality and privacy of all identifying information concerning CFSA clients in accordance with the confidentiality law (requirements and restrictions contained in federal and District law concerning access to child welfare information, including D.C. Official Code §§ 4-1302.03, 1302.08, 1303.06 and 130-3.07), the privacy rule (the requirements and restrictions contained in 45 CFR part 160 and part 164, subparts A and E, as modified by any District of Columbia laws, including the Mental Health Information Act of 1978, that may have preemptive effect by operation of 45 CFR part 160, subpart B) and Section H.2 of this Contract.

**H.13 RIGHTS IN DATA**

CFSA retains ownership of all client and case management data produced under this contract. The Contractor shall not publish scientific or technical articles based on this data and or information without prior approval and written consent of CFSA. CFSA shall not unreasonable withhold consent to the Contractor's request(s) to publish or reproduce data in professional and scientific publications.

**H.14 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH**

**H.14.1** A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:  
**All positions that involve contact with wards of CFSA and/or youth (their children)**

- H.14.2** The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:  
**All positions that involve contact with wards of CFSA and/or youth (their children)**
- H.14.3** The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- H.14.4** The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- H.14.5** The Contractor shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
  - (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
  - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
    - (i) Murder, attempted murder, manslaughter, or arson;
    - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
    - (iii) Burglary;
    - (iv) Robbery;
    - (v) Kidnapping;
    - (vi) Illegal use or possession of a firearm;
    - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
    - (viii) Child abuse or cruelty to children; or
    - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

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**Pre/Post Permanency Services**

- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
  - (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.14.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.14.7** Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:
- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;
  - (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.14.5(C);
  - (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
  - (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
  - (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.14.8** The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- H.14.9** Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

- H.14.10** The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- H.14.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.14.12** The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- H.14.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the Contracting Officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.14.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the Contracting Officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.14.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded *nolo contendere* to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.14.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.14.1 and H.14.2.
- H.14.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.14.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.14.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.

**H.14.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the Contracting Officer.

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

## **SECTION I: CONTRACT CLAUSES**

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

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

### **I.4 TIME**

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

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

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

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

**I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort

merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Contractor agrees not to assert any rights in common law or in equity in such data. The Contractor shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired, including use at any District installation to which the computer may be transferred by the District;
- I.5.6.2** Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;
- I.5.6.3** Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.
- I.5.7** The restricted rights set forth in section I.5.6 are of no effect unless

- (i) the data is marked by the Contractor with the following legend:

**RESTRICTED RIGHTS LEGEND**

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

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

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

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

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

**I.5.11** The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability,

including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

**I.6 OTHER CONTRACTORS**

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

**I.7 SUBCONTRACTS**

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

**I.8 INSURANCE**

**GENERAL REQUIREMENTS.** 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. 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.
  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.
- 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  
Child and Family Services Agency  
Contracts and Procurement Administration  
200 I Street, S.E. Suite 2031  
Washington, D.C. 20003  
(202) 724-5300

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

#### **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:

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.

**1.12 COST-REIMBURSEMENT CONTRACTS**

If this contract is a cost-reimbursement contract, then only cost determined in writing to be reimbursable by the Contracting Officer, in accordance with the cost principle set forth in rules issued pursuant to Title VI of the Procurement Practices Act of 1985 shall be reimbursable as specified in Schedule B.

**I.13 GOVERNING LAW**

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

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

**SECTION J: ATTACHMENTS**

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

<b>Attachment Number</b>	<b>Document</b>
<b>J.1</b>	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.2</b>	U.S. Department of Labor Wage Determination <b>Wage Determination No. 2005-2103 Rev 14 Dated July 25, 2014</b>
<b>J.3</b>	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.4</b>	Department of Employment Services First Source Employment Agreement available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.5</b>	Way to Work Amendment Act of 2006 – Living Wage Notice available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.6</b>	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.7</b>	Tax Certification Affidavit available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Required Solicitation Documents”
<b>J.8</b>	Bidder/Offeror Certifications available at <a href="http://www.ocp.dc.gov">www.ocp.dc.gov</a> click on “Solicitation Attachments”
<b>J.9</b>	Mandatory PASS Buyer and ASN Vendor Registration Directive

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

**SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER  
STATEMENTS OF OFFERORS**

Bidder/Offeror Certification Form

Available at [www.ocp.dc.gov](http://www.ocp.dc.gov) click on "Solicitation Attachments"

**\*\*\*END OF SECTION K\*\*\***

## **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 either a single or multiple contracts 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 L.1.2 SELECTION OF NEGOTIATION PROCESS**

In accordance with 27 DCMR §1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the contracting officer may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of section 1632.1.

### **L.2 PROPOSAL ORGANIZATION AND CONTENT**

One original and 3 copies of the written proposals shall be submitted in two parts, titled "Technical Proposal" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCRL-2015-R-0078, Pre/Post Permanency Services**", and name of offeror.

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 below 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.2.1 The District may reject any proposal that fails to include a subcontracting plan that is required by law.**

**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 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

Proposals must be submitted no later than **June 9, 2015, by 2:00pm.** Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

- (e) If hand-delivering – offerors are cautioned to **USE ONLY THE 2<sup>nd</sup> Street, S.E. Entrance**, also known as the CFSA Clinic entrance. **DO NOT GO TO THE**

**LOADING DOCK OR MAIN LOBBY.** This is a secured access building and CFSA will ensure that staff is present at this location to ensure timely receipt of proposals. Contractors are cautioned to allow sufficient time to locate parking. Contractors assume the risk for ensuring the proposals are received prior to the date and time set for the receipt of proposals. If the contractor uses an entrance other than 2nd Street, S.E., CFSA does not guarantee that it will be able to reach the location in sufficient time to ensure timely receipt.

**L.4.2 Withdrawal or Modification of Proposals**

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

**L.4.3 Postmarks**

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

**L.4.4 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.4.5 Late Proposals**

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

Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

**L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than seven (7) days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than seven (7) days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. 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.6 FAILURE TO SUBMIT OFFERS**

Recipients of this solicitation not responding with an offer should not return this solicitation. Instead, they should advise the CO, **Tara Sigamoni, Agency Chief Contracting Officer, Contracts and Procurement Administration, Child and Family Services Agency, 200 I Street, S.E. Suite 2031, Washington, D.C. 20003, (202) 724-5300**, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the CO of the reason for not submitting a proposal in response to this solicitation. If a recipient does not submit an offer and does not notify the CO that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

**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 4<sup>th</sup> 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 SIGNING OF OFFERS**

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

**L.11 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.12 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.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  
Child and Family Services Agency  
Contracts and Procurement Administration  
200 I Street, S.E. Suite 2031  
Washington, D.C. 20003  
(202) 724-5300

**L.15 ACKNOWLEDGMENT OF AMENDMENTS**

The offeror shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter, telegram or e-mail from an authorized negotiator. 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 non-responsibility 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 non-responsible.

**L.20 PRE-PROPOSAL CONFERENCE**

*A Pre-Proposal Conference may be held on May 20, 2015 from 1:00-3:00 pm conference room 2203B at 200 I Street, S.E., Washington, DC.*

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 clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference attendance roster at the conference so that offeror 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](http://www.ocp.dc.gov).

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

## 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:

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

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.3.2 PRICE CRITERION (25 Points Maximum)**

<b>M.3.1</b>	<b>TECHNICAL EXPERTISE (75 points Maximum)</b>	
<b>FACTOR(S)</b>	<b>Evaluation Criteria</b>	<b>Points</b>
Factor A:	<p><b>Expertise of key personnel</b></p> <p>a) Describe the Contractor’s knowledge, understanding and ability to hire staff with diverse knowledge and that is representative of the population served.</p> <p>b) The Offeror shall provide the resumes, licenses and certifications</p>	<b>15</b>
Factor B:	<p><b>Methodology</b></p> <p>a) Describe the Contractor’s knowledge and skills that demonstrates their ability to provide therapeutic interventions and related services to meet the needs of the pre-guardianship/pre-adoptive children, youth and families who are in the process of achieving permanency.</p> <p>b) Describe the Contractor’s knowledge and skills in ensuring that the appropriate therapeutic intervention, case management services, as well as, other related services will be identified to diffuse the crisis within the family, and identify the appropriate services needed to stabilize the post guardianship/post adoptive families, allowing the child and or youth to remain in the home.</p> <p>c) Describe the Contractor’s skills in engaging and providing crisis services to adoptive parent (s) and or guardians that are no longer willing to provide care for the child and or youth, and are requesting immediate removal from the home.</p>	<b>45</b>

Factor C:	<p><b>Past Performance and Experience</b></p> <p>a) Describe the Contractor’s understanding of the District of Columbia’s Child Welfare System and the federal statutes and regulations of the District Government, appropriate District Government contractual policies and procedures, and their experiences with judgment in interpreting and adopting these guidelines for application to specific situations and problems.</p> <p>b) Describe the Contractor’s experience in gathering and exchanging information; identifying resources and developing resources and establishing relationships with community based providers to meet the needs of the targeted population, especially when the family is in need of a service that is not readily accessible. If the Contractor noted that this need of these services had become a trend; what steps, if any, would you take to incorporate the service in the Post Permanency Family Center?</p> <p>c) Provide detailed information on other contracts where the Contractor has provided pre-guardian/pre-adoption and post guardianship/post adoption services to child, youth and families</p>	<b>15</b>
<b>M.3.2</b>	<p><b>Price Criterion (Total 10 Points)</b></p> <p>1. The proposed price _____ (25 Points)</p>	<b>25</b>

**M.3.2 PRICE CRITERION (10 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:

$$\text{Lowest price proposal} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

**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 and Certified Business Enterprise Development and Assistance Act of 2014", D.C. Official Code § 2-218.01 *et seq.*, as amended ("Act", as used in this section), the District shall apply preferences in evaluating proposals from businesses that are certified by the Department of Small and Local Business Development (DSLBD) pursuant to Part D of the Act.

**M.5.1. Application of Preferences**

For evaluation purposes, the allowable preferences under the Act 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 DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

**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**

A certified joint venture will receive preferences as determined by DSLBD in accordance with D.C. Official Code § 2-218.39a (h).

**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 CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.

**M.5.4.2**        Any vendor seeking 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 850N  
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.

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