

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

B.1 REQUIRED SERVICES

The Government of the District of Columbia, Child and Family Services Agency (CFSA, Agency or District), is issuing this Request for Proposals (RFP) to identify and enter into a contract with a qualified contractor to provide Maintenance and Operations, (M&O) services for its web-based Statewide Automated Child Welfare System (SACWIS), known as FACES.NET. Any contract established as a result of this RFP will be a firm fixed price contract with Forward Pricing Agreement for Task Orders, where the contractor receives a regular monthly payment to provide M&O services.

In addition to procuring monthly M&O services, the District also may engage the successful Contractor in ongoing activities during the contract period to design, develop, test, and implement enhancements to FACES.NET that are above and beyond the base firm fixed price contract for M&O services. For any such services, the District will issue additional firm fixed price task orders (TOs) and the Contractor will be required to provide a detailed technical approach and firm fixed price for any such additional enhancement(s). These estimates shall be based on the labor rates approved at contract issuance. Offerors should note that any contract resulting from this solicitation will not require the District to engage in any FACES.NET enhancement activities.

The District reserves the right to openly compete any and all additional enhancements competitively and makes no assurances to the Contractor that they will be awarded any such work as a result of any contract that may result from this procurement.

This RFP is only to procure a vendor to provide maintenance, operations, and enhancement services. At this time, the District has no plans to procure a replacement SACWIS. Any proposal that includes a replacement for FACES.NET will not be considered. If, in the future, the District decides to replace FACES.NET, a separate procurement will be conducted.

B.1.1 The Contractor shall provide all necessary expertise, labor, management, supervision, equipment, materials, transportation, facility(s) and any other items necessary to provide the services of the resultant contract.

B.1.2 Offerors shall be capable of providing all services outlined in this solicitation. The Offerors shall propose the combination of personnel, staffing, services, and effort levels necessary to provide the required FACES.NET M&O services and meet all Service Level Agreement performance targets as defined in **Attachment J.10**. In addition, for the District to evaluate the potential cost of additional enhancements – *above and beyond* the M&O services – Offerors also shall propose hourly prices for the three labor categories included in the Price Schedule, **Section B.3**. The District will use this information as part of its overall evaluation to select a contractor.

B.2 TYPE OF CONTRACT

B.2.1 FIXED PRICE WITH FORWARD PRICING AGREEMENT FOR TASK ORDERS

The contract issued pursuant to this solicitation shall be a Firm Fixed Price (FFP) contract for M&O services (as described in **Section C.3**) with Forward Pricing Agreement for Task Orders for ongoing enhancements (as described in **Section C.3.4**) during the course of the contract period when necessary.

- a) Delivery or performance shall be made only as authorized in accordance with the Ordering Clause, **Section G.7**. If CFSA urgently requires delivery before the earliest date that delivery will be specified under this contract, and if the Contractor shall not accept a Task Order providing for the accelerated delivery, CFSA will acquire the urgently required goods or services from another source.
- b) CFSA will issue Task Orders requiring delivery to multiple destinations or performance at multiple locations. There is no limit on the number of Task Orders that may be issued.
- c) Any Task 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 CFSA's rights and obligations with respect to that Task 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 one (1) year after award.
- d) Firm Fixed Price Task Orders will be issued during the contract term on an as needed basis for on-going system enhancements. During negotiations between the contractor and the District to arrive at the fixed price Task Orders, the Contractor will be required to present level of effort and staffing requirements for the Task Orders. The Task Orders shall be priced based on the labor rates set forth in this contract in **Section B**. Note that any enhancements the District may choose to procure will be fixed-price, but for purposes of evaluation proposals, vendors must submit the hourly rates for key staff resources they will use to develop the fixed price task orders. The Contractor's project manager responsible for maintenance and operations will also manage the fixed price enhancements, if issued via task order. Therefore, the price schedule in **Section B** does not require that vendors submit an hour rate for project manager services. The contractor shall deliver all items and perform all services in accordance with the terms and conditions of the contract and Task Orders.

B.3 PRICE SCHEDULE

Offeror shall complete and return the following Price Schedule as part of its Price Proposal as described in **Section L.5**.

DCRL-2015-R-0100
SACWIS MAINTENANCE, OPERATIONS AND ENHANCEMENTS

B.3.1 BASE YEAR: FIRM FIXED PRICE AND AGGREGATE AWARD

Contract Line Item No. (CLIN)	Supplies/Service	Quantity	Unit	Unit Price	Amount
0001 See § C.3	Maintenance and Operations (M&O) Only	12	Month	\$	\$
0002 See § C.3	Average hourly rates (CLINs 0002a, 0002b and 0002c)			\$	
0002a See § C.3	Functional Manager/ Lead System Designer	1-200	Hour	\$	
0002b See § C.3	Functional Manager/ Lead System Designer	201-500	Hour	\$	
0002c See § C.3	Functional Manager/ Lead System Designer	501+	Hour	\$	
0003 See § C.3	Average hourly rates (CLINs 0003a, 0003b and 0003c)			\$	
0003a See § C.3	Lead Software Developer	1-200	Hour	\$	
0003b See § C.3	Lead Software Developer	201-500	Hour	\$	
0003c See § C.3	Lead Software Developer	501+	Hour	\$	
0004 See § C.3	Average hourly rates (CLINs 0004a, 0004b and 0004c)			\$	
0004a See § C.3	Database Administrator	1-200	Hour	\$	
0004b See § C.3	Database Administrator	201-500	Hour	\$	
0004c See § C.3	Database Administrator	501+	Hour	\$	
BASE YEAR TOTAL (CLIN 0001 only)				\$-----	

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SACWIS MAINTENANCE, OPERATIONS AND ENHANCEMENTS

B.3.2 OPTION YEAR ONE: FIRM FIXED PRICE AND AGGREGATE AWARD

Contract Line Item No. (CLIN)	Supplies/Service	Quantity	Unit	Unit Price	Amount
1001 See § C.3	Maintenance and Operations (M&O) Only	12	Month	\$	\$
1002 See § C.3	Average hourly rates (CLINs 1002a, 1002b and 1002c)			\$	
1002a See § C.3	Functional Manager/ Lead System Designer	1-200	Hour	\$	
1002b See § C.3	Functional Manager/ Lead System Designer	201-500	Hour	\$	
1002c See § C.3	Functional Manager/ Lead System Designer	501+	Hour	\$	
1003 See § C.3	Average hourly rates (CLINs 1003a, 1003b and 1003c)			\$	
1003a See § C.3	Lead Software Developer	1-200	Hour	\$	
1003b See § C.3	Lead Software Developer	201-500	Hour	\$	
1003c See § C.3	Lead Software Developer	501+	Hour	\$	
1004 See § C.3	Average hourly rates (CLINs 1004a, 1004b and 1004c)			\$	
1004a See § C.3	Database Administrator	1-200	Hour	\$	
1004b See § C.3	Database Administrator	201-500	Hour	\$	
1004c See § C.3	Database Administrator	501+	Hour	\$	
OPTION YEAR 1 TOTAL (CLIN 1001 only)				\$-----	

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SACWIS MAINTENANCE, OPERATIONS AND ENHANCEMENTS

B.3.3 OPTION YEAR TWO: FIRM FIXED PRICE AND AGGREGATE AWARD

Contract Line Item No. (CLIN)	Supplies/Service	Quantity	Unit	Unit Price	Amount
2001 See § C.3	Maintenance and Operations (M&O) Only	12	Month	\$	\$
2002 See § C.3	Average hourly rates (CLINs 2002a, 2002b and 2002c)			\$	
2002a See § C.3	Functional Manager/ Lead System Designer	1-200	Hour	\$	
2002b See § C.3	Functional Manager/ Lead System Designer	201-500	Hour	\$	
2002c See § C.3	Functional Manager/ Lead System Designer	501+	Hour	\$	
2003 See § C.3	Average hourly rates (CLINs 2003a, 2003b and 2003c)			\$	
2003a See § C.3	Lead Software Developer	1-200	Hour	\$	
2003b See § C.3	Lead Software Developer	201-500	Hour	\$	
2003c See § C.3	Lead Software Developer	501+	Hour	\$	
2004 See § C.3	Average hourly rates (CLINs 2004a, 2004b and 2004c)			\$	
2004a See § C.3	Database Administrator	1-200	Hour	\$	
2004b See § C.3	Database Administrator	201-500	Hour	\$	
2004c See § C.3	Database Administrator	501+	Hour	\$	
OPTION YEAR 2 TOTAL (CLIN 2001 only)				\$-----	

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SACWIS MAINTENANCE, OPERATIONS AND ENHANCEMENTS

B.3.4 OPTION YEAR THREE: FIRM FIXED PRICE AND AGGREGATE AWARD

Contract Line Item No. (CLIN)	Supplies/Service	Quantity	Unit	Unit Price	Amount
3001 See § C.3	Maintenance and Operations (M&O) Only	12	Month	\$	\$
3002 See § C.3	Average hourly rates (CLINs 3002a, 3002b and 3002c)			\$	
3002a See § C.3	Functional Manager/ Lead System Designer	1-200	Hour	\$	
3002b See § C.3	Functional Manager/ Lead System Designer	201-500	Hour	\$	
3002c See § C.3	Functional Manager/ Lead System Designer	501+	Hour	\$	
3003 See § C.3	Average hourly rates (CLINs 3003a, 3003b and 3003c)			\$	
3003a See § C.3	Lead Software Developer	1-200	Hour	\$	
3003b See § C.3	Lead Software Developer	201-500	Hour	\$	
3003c See § C.3	Lead Software Developer	501+	Hour	\$	
3004 See § C.3	Average hourly rates (CLINs 3004a, 3004b and 3004c)			\$	
3004a See § C.3	Database Administrator	1-200	Hour	\$	
3004b See § C.3	Database Administrator	201-500	Hour	\$	
3004c See § C.3	Database Administrator	501+	Hour	\$	
OPTION YEAR 3 TOTAL (CLIN 3001 only)				\$-----	

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SACWIS MAINTENANCE, OPERATIONS AND ENHANCEMENTS

B.3.5 OPTION YEAR FOUR: FIRM FIXED PRICE AND AGGREGATE AWARD

Contract Line Item No. (CLIN)	Supplies/Service	Quantity	Unit	Unit Price	Amount
4001 See § C.3	Maintenance and Operations (M&O) Only	12	Month	\$	\$
4002 See § C.3	Average hourly rates (CLINs 4002a, 4002b and 4002c)			\$	
4002a See § C.3	Functional Manager/ Lead System Designer	1-200	Hour	\$	
4002b See § C.3	Functional Manager/ Lead System Designer	201-500	Hour	\$	
4002c See § C.3	Functional Manager/ Lead System Designer	501+	Hour	\$	
4003 See § C.3	Average hourly rates (CLINs 4003a, 4003b and 4003c)			\$	
4003a See § C.3	Lead Software Developer	1-200	Hour	\$	
4003b See § C.3	Lead Software Developer	201-500	Hour	\$	
4003c See § C.3	Lead Software Developer	501+	Hour	\$	
4004 See § C.3	Average hourly rates (CLINs 4004a, 4004b and 4004c)			\$	
4004a See § C.3	Database Administrator	1-200	Hour	\$	
4004b See § C.3	Database Administrator	201-500	Hour	\$	
4004c See § C.3	Database Administrator	501+	Hour	\$	
OPTION YEAR 4 TOTAL (CLIN 4001 only)				\$-----	

B.4 SUBCONTRACTING PLAN

Offerors responding to this solicitation are required to submit a subcontracting plan as part of their proposal. Proposals responding to this RFP may be rejected if the Offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with **Section H.11**.

A Subcontracting Plan form is available at <http://dslbd.dc.gov/service/district-agency-compliance1> click on "*SBE Subcontracting Plan (Revised Nov 2014)*".

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

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 CHILD AND FAMILY SERVICES AGENCY

C.1.1 General Information

The unique status of CFSA lies in the fact that it provides both local and “state” child welfare functions for the jurisdiction. Accordingly, CFSA is also the public child welfare agency charged with the legal authority and responsibility to administer programs under titles IV-B and IV-E of the Social Security Act. Comprised of 13 administrations and over 700 employees, CFSA provides both in-home and out-of-home services to enhance the safety and well-being of abused, neglected, and at-risk children and their families

In 1989, the American Civil Liberties Union (later Children’s Rights, Inc.) filed the *LaShawn A. v. Barry* lawsuit (now referred to as *LaShawn A. v. Bowser*) over the quality of services the District of Columbia was providing to abused and neglected children in its care. Today, the District is working to meet all requirements of an Implementation and Exit Plan (IEP) negotiated in December 2010, so that the federal court system will return control of local child welfare to the city.

C.1.2 Vision Statement

CFSA’s mission is to improve the safety, permanence, and well-being of abused and neglected children in the District of Columbia and to strengthen their families. Over the past two years, the Agency has forged ahead in meeting this mission by way of its Four Pillar Strategic Framework. Each pillar represents a distinct area along the child welfare continuum and features a value-based foundation, a set of evidence-based strategies, and a series of specific outcome targets. Aligned to support a coordinated service-delivery system, the key values behind each pillar are as follows:

- **Front Door:** Children have the opportunity to grow up with their families and are removed from their families only when necessary to keep them safe.
- **Temporary Safe Haven:** Foster care is a temporary safe haven, with planning for permanence beginning the day a child enters care.
- **Well Being:** Every child is entitled to a nurturing environment that supports healthy growth and development, good physical and mental health, and academic achievement.
- **Exit to Permanence:** Every child and youth exits foster care as quickly as possible for a safe, well-supported family environment or life-long connection. Older youth have the skills for successful adulthood.

C.1.3 Child and Family Services Continuum

CFSA’s *Four Pillar Strategic Framework* is the foundation of the Agency’s service continuum. At the starting point of this continuum, the Agency provides funding for community-based prevention and family preservation programs. These particular funds are distributed through CFSA’s grant-making authority, as well as through its partnership with the Collaboratives. The Agency does not provide such services directly. Rather, CFSA monitors the delivery of these prevention and family preservation services provided by its partner agencies and community-based providers. CFSA does provide, however, direct services to children and families who come into contact with the Agency

through abuse and neglect reports to the Hotline, or who require foster care or in-home services, or who require post-permanency temporary supports and/or long-term subsidy support service.

C.1.3.1 Child Protective Services (CPS) Administration

Like all states in the country, the District of Columbia has a single state agency charged with the delivery of child protective services in response to child abuse and neglect. The CPS Hotline is a mandated District service that operates on a 24-hour, 7-day per week basis, including holidays. Trained staff receives reports on alleged child abuse and neglect through several methods, including the Hotline (202-671-7233), walk-in reports, and other forms of communication (e.g., faxes, emails, and letters). Upon the receipt, review, and screening of a Hotline report, staff assigns the report to one of the following three pathways, based upon a determination of the most appropriate response: (1) Family Assessment (FA), (2) CPS investigation, or (3) Information and Referral (I&R).

C.1.3.2 Office of Program Operations

The Office of Program Operations oversees CFSA's Permanency Administration, Placement Services Administration, Foster Care Resources, Clinical Services, Family Licensing, and Kinship Support. The following sections outline each of these divisions and their respective services along the continuum.

Permanency Administration

The Permanency Administration provides support and direct case management to children in foster care with a permanency goal of reunification, guardianship, or adoption. This support includes consultation, technical assistance, and training for the ongoing social worker from the inception of concurrent permanency planning through the successful achievement of the permanency goal.

Placement Services Administration (PSA)

PSA, which operates 24 hours per day, is responsible for identifying and facilitating placement of children in foster care, including all initial placements resulting from home removals and all replacement requests initiated by CFSA and private provider social workers. It also is the principal purchaser (in collaboration with the Contracts and Procurement Administration) of placement resources. As such, PSA is also responsible for managing those resources.

Foster Care Resources

To increase the likelihood that children are placed in the safest foster home possible, staff provides foster and adoptive resource recruitment and support services (i.e., licensing and training) to current and potential foster, kinship, and adoptive parents. In addition, through various outreach and public education campaigns and activities, Foster Care Resources ensures the availability of foster parents who are willing and able to meet the varied needs of children in the care of CFSA.

Clinical Services

Under the umbrella of PSA, the Clinical Services division includes the following supports to CFSA's program operations:

- Residential monitors, particularly for the discharge of youth in a psychiatric hospital or Psychiatric Residential Treatment Facility (PRTF) – based on feedback from pro-

gram areas, decisions to place in psychiatric hospitals or PRTFs. All such placements are tracked.

- Mental health services, including co-located Department of Behavioral Health staff.

Family Licensing Division

The Family Licensing Division dovetails into the work performed by the Family Resource Division by performing the core activities associated with the licensure of prospective (and existing) foster, adoptive, and kinship caregivers. The division is responsible (at a minimum) for the following duties:

- Performing home studies, including lead and safety inspections of the homes of prospective caregivers in the District; these may include those originating from out-of-state requests in compliance with the Interstate Compact on the Placement of Children (ICPC), as well as those under contract with CFSA contracted private child placing agencies.
- Performing (and/or verifying the results of) criminal background checks and child protection register checks.
- Facilitating temporary licenses for DC and Maryland kinship applicants to expedite the placement of children with family members.
- Training prospective caregivers in the Partnering for Safety and Permanence-Model Approach to Partnerships in Parenting (PS-MAPP). This training consists of 30 hours of classroom instruction.

Kinship Support

CFSA's Kinship Support Unit is responsible for identifying and engaging kin who are willing and able caregivers for children entering the foster care system. The Agency dedicates considerable time and resources ensuring that kinship options are thoroughly explored before looking beyond relatives for safe and stable foster care placements. In the event that a viable kinship caregiver cannot be identified, CFSA has in place an array of placement types that are identified during the utilization management review in order to meet the individual needs of a child.

C.1.3.3 Office of Youth Empowerment (OYE)

OYE provides direct case management and concurrent permanency and transition planning services to older youth in foster care (ages 15 up through age 20) who have a goal of Alternative Planned Permanent Living Arrangement (APPLA). OYE works to achieve permanence for these older youth while at the same time providing life skills training, vocational and educational support, transitional assistance, and encouraging informal but committed relationships with safe, caring adults willing to act in a mentoring or parental capacity following a youth's exit from foster care.

C.1.3.4 Office of Community Partnerships

In another effort to enhance the continuum of community-based services available to District families, CFSA created a new Community Partnerships administration in 2013 through an Agency organizational re-alignment. The purpose of this new administration is to enhance the use of the community-based resources, increase partnerships with other District agencies, improve case integration and planning for families involved with multiple District agencies, and support the Collaboratives in their development as "community hubs" where families can access services that meet their needs. Community Partnerships is comprised of two divisions: (1) the In-Home and Family Support Services divi-

sion and (2) the Community Services division, which includes the liaison to the Healthy Families/Thriving Communities Collaboratives. As noted, CFSA's partnership with the Collaboratives is intended to strengthen families by enhancing the prevention and family preservation supports as part of a larger array of supportive services available to the District's children and families in their own neighborhoods and communities.

In-Home Services

The In-Home Administration (IHA) serves families in their homes through ten (10) in-home units co-located in five neighborhoods at the Collaborative sites throughout the District of Columbia. In partnership with the Collaborative staff, CFSA in-home social workers provide community-based family support, preventative services, and comprehensive responses to families' needs.

Families with risk levels scored by the Child Protective Services' SDM¹ tool to be high or intensive, are referred to IHA services. In-home units typically serve families who volunteer to participate in the services. In a few instances, families under the auspices of protective supervision are required to receive in-home supports as a condition of the Family Court's protective supervision order.

C.1.3.5 Well-Being

CFSA has established a goal of well-being in which "every child is entitled to a nurturing environment that supports healthy growth and development, good physical and mental health, and academic achievement." Under the auspices of CFSA's Office of the Chief of Staff, the Office of Well Being (OWB) was established in 2012 to provide direct support services across the continuum of care in the areas of education, substance use disorders, domestic violence, and child care. These services are intended to promote the well-being of families served by CFSA at any point along the continuum of child welfare involvement. They help to ensure a safe environment for children, strengthen family stability, and achieve permanency. To that end, OWB collaborates with direct-service staff in Community Partnerships, Entry Services, Program Operations, the Office of Youth Empowerment, and CFSA-contracted private agencies.

Community-Based Mental Health Programs

As a key partner in the District's System of Care (SOC), CFSA maintains a strong partnership with DBH to address the mental and behavioral health needs of children in the child welfare system. This will include direct application to the 2010 joint effort between CFSA and DBH (at that time, the District's Department of Mental Health) to develop a three-to-five year *Children's Plan*. The plan outlines specific actions for the District to respond and treat increased numbers of children in need of mental health services. The plan includes early-age intervention and the expansion of community-based services shown to improve child functioning in the family, at school, and in social interactions.

¹ SDM™ is the Agency's Structured Decision Making tool which assesses risk during investigations. This risk assessment tool assesses families for low, moderate, high, or intensive probabilities of future abuse and neglect.

The Family Treatment Court Program (FTC)

As a comprehensive treatment program, FTC allows the Family Court to monitor a parent's progress in drug treatment and to measure specific outcomes. Under the OJJDP's Family Drug Court expansion grant, FTC was expanded in FY 2014 to include fathers as well as non-residential treatment options.

C.1.3.6 Health Services Administration

The Health Services Administration (HSA) oversees CFSA's 24-hour on-site health clinic for medical screenings, the Healthy Horizons Assessment Center (HHAC), which is staffed by nurse care managers (NCMs) who provide targeted case management (TCM). HSA is designated to oversee health-related services for children by providing direct service provision or by coordinating services with the Agency's network of local providers. HSA also provides a variety of quality services to assure that children's health and well-being needs are being met.

Following a comprehensive assessment, children are referred back to their primary care provider (PCP) of record or they are assigned a new PCP for ongoing health care needs while in foster care. Social workers follow the governance in CFSA's health care policies to monitor those ongoing needs.

C.1.3.7 Current Priorities

CFSA will continue to pursue ambitious strategies to improve performance in alignment with the Four Pillars Practice Model. The Contractor may play an important role in CFSA's ability to support these priorities, which include but are not limited to the following:

Title IV-E Waiver

Building further upon the *Four Pillar Strategic Framework* is a recently-expanded continuum of services, resources, and interventions supported through the title IV-E waiver. As a result of the waiver, community partnerships, including both public and private agencies in the District, have been further expanded by funds previously allotted solely for foster care services but which can now be utilized for prevention and in-home services. While initiating the expansion of these services, CFSA is simultaneously implementing additional family preservation and post-reunification services. Family preservation services provide time-limited interventions to promote family stability and reduce the risk of removal while post-reunification services can aid a family prior to, during, and following the child's transition home. The over-arching goals of the IV-E waiver are to increase stability and prevent entry and re-entry into care.

Trauma-Informed Care

CFSA has embraced trauma-informed care as part of its vision for child welfare practice. This effort is closely aligned with the District's System of Care (SOC) being administered under the Department of Behavioral Health (formerly the Department of Mental Health). Trauma Systems Therapy (TST) and implementation of evidence-based practices will direct how CFSA identifies, assesses, and treats trauma. In this regard, CFSA is rapidly developing into a transformational child welfare system where children are better off based on operationalizing well-being along the continuum, utilizing current research, and best practices. Most importantly, there is the provision of specialized training, including an in-house trauma coach to support institutionalizing the practice to child wel-

fare staff, senior leadership, mental health providers, and the resource parents who have responsibility for maintaining a standard of care for children involved in the child welfare system.

While the implementation of TST is still in the emerging stages, CFSA's TST efforts are greatly bolstered by receipt of a grant from the U.S. Department of Health and Human Services, Administration for Children and Families, under the Initiative to Improve Access to Needs-Driven, Evidence-Based/Evidence-Informed Mental and Behavioral Health Services in Child Welfare. This includes fidelity screening tools and functional assessments that inform data-driven service delivery and outcome-oriented case planning.

The principles of trauma-informed care are inextricably linked to and congruent with the core tenets of the CFSA Practice Model, especially with their emphasis on the importance of ensuring the emotional safety when working with the "whole child".

During early stages of TST implementation, CFSA staff and external partners such as Family Court judges, attorneys, and community-based providers encouraged management to take concrete steps to address "vicarious trauma" and its impact on direct care staff working with children who have been traumatized. Moving forward with TST implementation, the Agency is providing training and coaching for social workers and foster parents to identify and appropriately address their own experiences of vicarious trauma. This program also includes development of trauma-informed supervision for staff. The Agency anticipates that recognizing, addressing, and de-stigmatizing vicarious trauma will improve overall mental health as well as retention of social workers and foster parents. Beginning in FY 2015, the Agency will have a contracted trainer supporting the leadership team and their respective administrations for demonstrating and maintaining trauma-informed performance in practice.

Consultation and Information Sharing Framework

The above activities are tied together through the Consultation and Information Sharing Framework, from which the Agency has established the R.E.D. (**R**eview, **E**valuate, and **D**irect) team. R.E.D. teams comprise six to eight individuals who function in a consultative decision-making capacity for the review, evaluation, and direction of case practice at key decision points in a case, such as home removal, placement changes, case assignment transfers, and permanency reviews. It occurs in a collaborative setting among multidisciplinary CFSA staff. This framework allows for open discussion among participants while also providing the structure and consistency to ensure productivity and effective decision-making. R.E.D. teams further give voice to different perspectives, promote critical thinking and problem solving, and provide validation and support to assigned social workers, enhancing accountability with respect to case planning. R.E.D. team discussions focus on a family **genogram**, which diagrams the relationships of individuals impacting the case. The overall discussion facilitates the categorization and impact analysis of the following case management areas of focus:

- **Danger/Harm:** The detail of the incidents bringing the family to the agency's attention and any known pattern and history of past social service involvement or child harm.

- **Complicating Factors:** Conditions and behaviors that contribute to greater difficulty for the family.
- **Strengths/Protective Factors:** The assets, resources, and capacities within the family, individuals, and community.
- **Safety/Belonging:** Any existing strengths demonstrated as protection over time and any pattern/history of exceptions to the abuse and neglect. This also emphasizes well-being components of children and their capacity to thrive from a social and emotional perspective.
- **Risk Statements:** The preliminary articulation of the perceived risk to the children and the context in which the risk is most concerning, reflecting any statutory basis/focus on which the report is accepted for further assessment.
- **Gray Areas:** This space is reserved for incoming information that requires further query to understand its meaning.
- **Next Steps:** Immediate actions regarding disposition.

This Consultation and Information Sharing Framework is the nexus between Agency strategy and on the ground practice. It is the forum where the vision and values of the Four Pillars are reinforced and applied to everyday case management decisions.

Independent Living Services for Older Youth

In the District of Columbia, youth may remain under the custody of CFSA until they turn 21 years old. Accordingly, child welfare practice involves the creation of opportunities for personal, academic, and professional experience and growth for these older youth. Through CFSA's Office of Youth Empowerment (OYE), older youth in foster care are exposed to a wide array of opportunities that can prepare them for the transition out of foster care. All aspects of service delivery and case practice are outlined in the Chafee Foster Care Independence Program Plan incorporated into the CFSP.

Continuous Quality Improvement

The vision of CFSA for its current and future approach to child welfare practice includes a continuous quality improvement approach that ensures timely access and receipt of services, as well as providing services with the flexibility that must accompany an individual child or family's particular circumstances to ensure safety, well-being, and permanency. Underpinning and supporting all of these efforts is an infrastructure that connects the dots in a way that is cohesive for families and also institutionalizes critical thinking.

C.1.4 Typical Case Flow

Exhibit 1 presents the typical lifecycle of a child welfare case in D.C. While not all cases go through all of the steps seen in the Exhibit, overall the Exhibit depicts that range of functions that compose the child welfare practice in D.C. and represent the functions that FACES.NET supports.

C.2 FACES.NET BACKGROUND

C.2.1 Original Implementation

FACES.NET is the District of Columbia’s Statewide Automated Child Welfare Information System (SACWIS). It is a comprehensive case management system that supports CFSA in managing and administering the District’s major child welfare program functions. Documentation for the major functional modules in FACES.NET is available upon request. Please email the Contract Specialist identified on Page 1 of the solicitation for details. The District does not attest to the accuracy of the functional documentation.

The original version of FACES was procured through a contract in 1998 with Deloitte Consulting. The original application was a transfer of West Virginia’s SACWIS, which itself was a transfer of the SACWIS developed for Oklahoma. As the application was transferred and implemented, it was adapted to meet the District’s specific requirements and child welfare business processes. At the time of the initial FACES implementation, the solution was a client server application.

In FY2000, the Administration for Children and Families (ACF) initiated the SACWIS Assessment Review of FACES. A subsequent assessment also was conducted in FY2003. In January 2005, the District received approval from ACF of its SACWIS with the official designation of “SACWIS Compliance Action Plan Approved.” The only remaining requirement from the review was the completion of the Title IV-D interface, and the District will complete this interface prior to the commencement of this Contract.

After the approval of the SACWIS Compliance Application Plan for the District’s client server FACES application, CFSA placed its certification efforts on hold in order to focus on development of a web-enabled version of FACES.NET.

C.2.2 Web-enabled Version of FACES.NET

Given ongoing practice changes, as well as the District’s deliberations with ACF regarding the SACWIS certification, in 2004 the District requested and received authorization to change the technical solution of the FACES application to a web-based approach. In FY04 through FY06, the District issued a series of change orders to Deloitte Consulting to develop and implement a web-enabled version of FACES – to be called FACES.NET – and also implemented additional enhancements needed to support ongoing evolution of the District’s child welfare practice.

FACES.NET was implemented in February 2006 and included enhanced functionality in the areas of intake and investigations, provider management, and contracts management. In FY06, ACF conducted a SACWIS review of the FACES.NET system.

C.2.3 Current Federal Status

In FY 2007, the District participated in a secondary SACWIS Assessment Review (SAR) of the web-enabled FACES.NET. In May 2008, in response ACF’s findings, the District submitted the additional information requested, detailed enhancement plans, and action plans. In November 2009, the District received ACF’s official findings for the SACWIS Assessment Review. FACES.NET was found to be in conformity with 72 of the 88 requirements; in conditional conformity on 12 of the 88 requirements; non-

conformity on two (2) of the requirements; and two (2) requirements were not applicable. In addition, there were unresolved General Usability findings.

In the FY2010 APDU, the District included a high level plan for addressing the SAR findings. In August 2012, the District submitted additional SAR updates and received the Children’s Bureau responses in October 2012. Additional discussion and work was completed, with ACF issuing the District a letter on April 5, 2015 that agreed with the District’s approach for completing all federally required functions in FACES.NET. The remaining action to be completed is associated with an additional interface (requirement 85: Title XIX: Medicaid Interface).

For more details regarding the expectations for a SACWIS Assessment Review – which contain the federal SACWIS requirements, please see:

<http://www.acf.hhs.gov/programs/cb/resource/sacwis-review-guide>

C.2.4 Current Functional Modules

In its current form, FACES.NET is a complex system with robust functionality support for CFSA programs and operations. **Exhibit 2** presents the systems’ core functional areas.

FACES.NET Functional Modules		
• Hotline/Intake	• Case Plan / Services	• Provider & Resource Management
• Investigation (including contacts and visits)	• Client / Client Merge	• Financial Management
• Removal / Placement	• Court Processing	• Training
• Administrative Review / Family Team Meeting	• Eligibility	• Personnel • Reports / File Cabinet
• Adoption / Guardianship	• Contracts	• Reports / File Cabinet
• Case Assign / Transfer		

Exhibit 2. FACES.NET Functional Modules

For detailed specifications on current FACES.NET functionality, potential Offerors can find materials for much of the FACES.NET application on CFSA’s website at <http://cfsa.dc.gov/page/facesnet-resources-and-information>.

C.2.5 Recent Enhancements

This section describes some of the key FACES.NET enhancements that have been implemented in the last 3 years. Contractors should note that enhancements presented in **Sections C.2.5.1** through **C.2.5.6** were completed by the current FACES.NET maintenance contractor as part of their ongoing maintenance and operations services. The enhancements described in these sections are representative of the types of enhancements that the Contractor may be asked to provide through Task Orders, if issued, pursuant to this solicitation.

C.2.5.1 Client Search & Merge

After the initial client merge analysis in FY2011 revealed that the circumstances leading to the creation of duplicate clients in FACES.NET stemmed from a lack of information presented at the time of an intake/investigation, CFSA held discussions with program staff and created the following three-pronged resolution:

- **Prevention:** Reduce the creation of duplicate clients in FACES.NET.
- **Early Intervention:** Quickly identify potential duplicate clients and enhance the client merge functionality in FACES.NET.
- **Chronic:** Utilize the improved merge functionality coupled with a revised business process to address long-standing duplicate clients.

Since these enhancements to Client Search & Merge were implemented, there has been additional consideration of how to further improve the effectiveness of search engine. Toward this end, CFSA is in discussions with Experian on customization for the NameSearch tool that can provide better matching results.

C.2.5.2 Data Dashboard/Case Timeline

The case timeline and data dashboard enhancements were completed in November 2012. An initial analysis of the worker dashboard has also produced positive outcomes. Using a small cohort of staff who experienced challenges with maintaining practice standards, the District conducted an analysis to assess differences in worker performance before and after the enhancement's deployment. The District also monitored the frequency with which each worker accessed the dashboard, used the dashboard to navigate FACES.NET, and accessed the performance measures. The results showed that there was an increase in worker performance after the deployment of the worker dashboard. An overall benefit of the dashboard project was an all-around understanding of what can be achieved with more data visualization supports.

C.2.5.3 Case Management Rate Invoices

In December 2013, CFSA completed the back end data activities associated with a case management rate as a separate cost from cost of care (room and board) for out of home placements. This modification also impacted two detailed fiscal reports for costs of services for clients and payments for services to the various community supports (from foster parents to congregate care agencies and other agencies supporting CFSA's mission). The work associated with modifying screen designs in FACES.NET to maintain a view into these invoices was completed in November 2014.

C.2.5.4 Intake Redesign

During FY2013, CFSA engaged the Children's Research Center to help implement a series of reforms in the intake process geared towards increasing the accuracy and consistency of decisions as well as improve the critical thinking of hotline staff. The reforms included a combination of the Structured Decision Making (SDM) Hotline Tool and R.E.D. (Review, Evaluate, and Direct) Team process.

SDM Hotline Redesign

This involved a complete redesign of the hotline module in FACES.NET to integrate SDM Hotline assessment instrument. This instrument was designed to determine the pathway for intake and possible investigation or other services (CPS, Family Assessment (FA), preliminary screen out, or Information & Referral (I&R)). The decision tree for a reported allegation was removed. Workers are to interview the reporter for all allegations and use clinical judgment to determine if the threshold was met. Allegations were reclassified, resulting in a reduction in the total number of allegations. FACES.NET. was enhanced to incorporate the new SDM hotline screening tool (including glossary). The enhancement was completed in March 2014. Additional work expected to be completed by end of FY2014 is the inclusion of a recorded audio stream of the hotline call in the FACES.NET record.

Hotline R.E.D. Team Integration

Another key component of the hotline redesign involved the integration of the Information Sharing framework. This framework is utilized in sessions referred to as R.E.D. teams (Review, Evaluate, and Direct) where staff meet to determine the direction of a referral/case. The hotline R.E.D. team determines not only determines the pathway, but also the response time of each referral that is accepted and screened-in. FACES.NET was enhanced to support the implementation of the R.E.D. team. The project was completed in March 2014.

C.2.5.5 NEICE

The objective of the National Electronic Interstate Compact Enterprise (NEICE) pilot is to streamline and enhance the business processes around the placement of children across State lines. FACES.NET is participating with the pilot to identify if there are ways that this national forum of exchanging information for the placement of children can allow the agency to minimize the time in out of home placement and location of resource for permanency and return.

NEICE is developed as a proposed solution for American Public Human Services Association (APHSA) and the American Association of Administrators of the Interstate Compact for the Placement of Children (AAICPC) to streamline and enhance the business processes around the placement of children across State lines.

C.2.5.6 Placement Matching

In FY2012, the Agency began to evaluate the manner and effectiveness of how children removed from their homes were placed with foster care providers. Preliminary findings suggested that the primary driver of determining where a child would be placed rested simply in the number of available vacancies within the provider network. However, the newly ratified Placement and Matching policy redefined practice and identified the Child Needs Assessment (CNA) as the primary instrument to assess a child's needs and match him or her to a provider capable of meeting those needs. This assessment has recently been re-calibrated by the Children's Research Center to serve as more of a functional assessment instrument; assessing changes in a child's level of functioning across eight key domain areas and ultimately determining the level of care. In support of this practice, the District intends to fully integrate the CNA into FACES and use the assessment as the driver of an automated matching process. Used in combination with select provider pref-

erences, workers will be provided with a range of providers that are uniquely suited to meet the demands of each child.

C.2.5.7 Case Plan Revisions and Functional Assessments

As noted earlier, case plan revisions and functional assessment enhancements were not part of the current maintenance contractor's baseline contract. CFSA issued the contractor a task order to provide additional funds to complete these enhancements.

Under the direction of new leadership, CFSA has strategically begun to shift practice and policy towards measuring the effectiveness of interventions while continuing to strive in being more responsive to the needs of children. At the core of this transformation is the implementation of a series of functional assessments. These assessments focus primarily on identifying maladaptive behaviors, developing appropriate interventions, and measuring changes in functioning throughout the duration of a family's involvement with the agency. Collectively, these assessments restructure the lens through which case plans are viewed and ultimately developed. The District intends to integrate the following assessments into FACES and completely revise the case plan document.

C.2.5.7.1 *Caregivers Strengths and Barriers.* This assessment will replace the existing Caretaker Strengths and Needs assessment and is intended to identify behaviors which negatively impact a caregiver's ability to provide adequate provisions for children. With the support of the Children Research Center, the assessment domains have been expanded to include six new domains, including Developmental/Cognitive Abilities, involvement with Legal System, Prior Trauma, Intimate Partner Relations, and Physical Characteristics of the Household, Community Environment and Neighborhood.

C.2.5.7.2 *CAFAS/PECFAS.* The Child and Adolescent Functional Assessment Scale® (CAFAS) is a premier measure of outcome designed to evaluate how a youth (between 5 to 19 years old) handles everyday tasks. It assesses a youth's day-to-day functioning across critical life domains and determines if the youth's functioning improves over time. The assessor completes ratings on eight separate Youth subscales (plus optional Caregiver subscales). Results for each subscale are generated, in addition to the Total Score. The Preschool & Early Childhood Functional Assessment Scale® (PECFAS) is an assessment measure used to evaluate how a child (between 3 to 7 years old) handles everyday tasks, like following rules and managing feelings. Similar to the CAFAS, it assesses a child's day-to-day functioning across critical life domains and determines if the child's functioning improves over time. The assessor completes ratings on seven separate Youth subscales (plus optional Caregiver subscales). Results for each subscale are generated, in addition to the Total Score.

CFSA requested and received approval from ACF for a waiver allowing this assessment information process to be a Software as a Service (SaaS).

C.2.6 Additional Child Welfare Technology Initiatives

While the FACES.NET is the core operating information system for CFSA, the agency procures other expertise to support case practice and new case activities. The following projects identify other related information technology activities CFSA has been engaged in over the past few years.

- C.2.6.1 Mobile Application:** The FACES.NET mobile application gives system users a mobile version of the FACES.NET case management system for use in the field. The application helps workers see their assigned case load, document contact notes during visits, take photos and notify case workers when case plans or required client visits are due. The application was developed by a third part and the current maintenance contractor supports the integration of the mobile application with FACES.NET, which includes supporting APIs between the mobile application and FACES.NET. The role of the Contractor selected as a result of this procurement is not expected to change with regards to the mobile application.
- C.2.6.2 Forms Automation:** Through a third party vendor, CFSA has implemented Avoka's SmartForm Manager to automate approximately 20 regularly-used forms. The solution allows FACES.NET users to complete the pre-selected forms using a mobile device or desktop. The current maintenance contractor supports integration of some form data into FACES.NET through APIs that the maintenance contractor has developed and implemented.
- C.2.6.3 Reporting Capabilities:** CFSA has implemented the BIRST cloud-based business intelligence platform to support management and adhoc reporting using a replicated dataset that is regularly traded and updated from the FACES.NET production database. CFSA has staff members who regularly create and run both standard and adhoc reports for a variety of purposes. The Contractor will not be responsible for any maintenance, enhancement, or reporting from the BIRST toolset.

The successful Offeror of FACES.NET support is not responsible for these initiatives, other than to provide support via APIs and data integration to remain consistent with FACES.NET.

C.2.7 FACES.NET Technical Background

FACES.NET is the District of Columbia's web-based, statewide, automated child welfare information system (SACWIS) and is partially funded through the Administration of Children and Families (ACF) a division of the Department of Health & Human Services.

FACES.NET is a comprehensive case management software solution that supports the life cycles of case and client records. FACES.NET supportive functions include finance, contracts, clinical practice, and wellbeing indicators. FACES.NET gathers, stores, and utilizes client information to protect child victims, promote stability and security, and protect at risk children and families within the care of CFSA. FACES.NET has the capability of providing case specific and aggregate reports. FACE.NET is legally obligated to support required federal reporting of data to the Adoption and Foster Care Analysis Reporting System (AFCARS) and the National Child Abuse and Neglect Data System (NCANDS).

The FACES.NET application is built using an n-tier architecture approach. FACES.NET is implemented using three distinct logical tiers: presentation, business, and data access. The FACES.NET application uses a variety of hardware components that work together to support the application and take into consideration critical factors such as load balancing, redundancy, fault tolerance, disaster recovery and interoperability.

FACES.NET application consists of Data Access Layer Components, and Data Access Logic. FACES.NET is supported by an Oracle 11g relational database and is hosted on

three application servers, which provide redundancy and fault tolerance. The backend infrastructure support and hosting services are provided by the District’s Office of the Chief Technology Officer (OCTO) staff. **Exhibit 3** illustrates the FACES.NET architectural model including its interfaces and infrastructure.

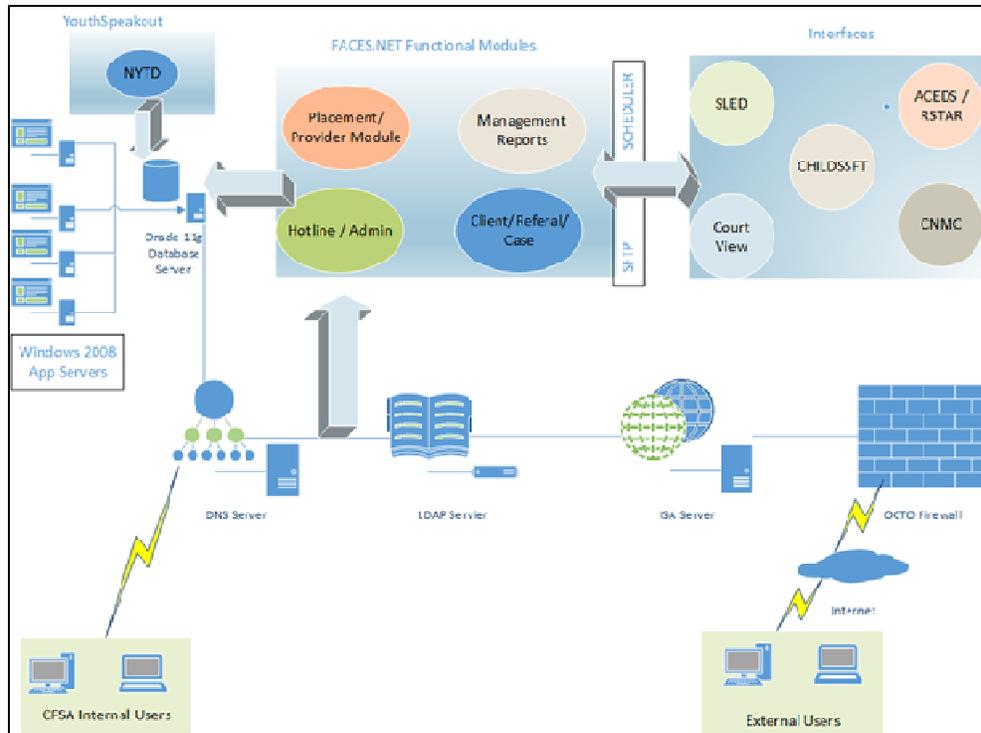


Exhibit 3. FACES.NET Architectural Diagram

Exhibit 4 presents the various technical components and toolsets used to support the FACES.NET environment.

Component	Description
Online Programs	
ASP.NET Web Forms	Dynamic web page development tool
C#	Object oriented programming language
JavaScript	Web browser development language
DHTML	Used to create interactive web sites
.NET Framework v4.0	Windows based development framework
XML Script	Transform an input XML document to the appropriate output document
Business Layer	
Microsoft Windows Work-flow Foundation	Technology used to implement processes as workflows within .NET applications
C#	Object oriented programming language
.NET Framework v4.0	Windows based development framework
.NET Web Services	Business logic component used to communicate via the internet using standard protocols
Data Access Layer	
Oracle Database 11g	Database management system

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Component	Description
UNIX Operating System	HP-UX 11.31 64 bit
Third Party Tools	
Keyoti Rapid Spell	Spell check services
Atalasoftware DotTwain	Document scanning and imaging services
CitizenAtlas	Address matching services
Intelligent Search	Probabilistic matching services
Crystal Reports	Adhoc and management reporting

Exhibit 4. FACES.NET Development Tools

Exhibit 5 presents information on FACES.NET sizing.

FACES.NET Sizing Metrics	
# Users	1169 (active accounts)
# Cases	8182 active cases overall 4229 active open cases after 2005
Age of production system	16 years
# lines of code	~1,000,000
# application screens	600
# Batch programs	50
# database tables	1071
# Reports	800

Exhibit 5. FACES.NET Sizing Information

C.2.7.1 Historical Level of Effort for FACES.NET Maintenance, Operations and Enhancement Activities

Information about historical levels of effort for the FACES.NET M&O activities are available from a variety of sources, such as Microsoft Team Foundation Server, which the District uses to track incidents, as well as the current contractor’s status reports.

Exhibit 6 presents the FACES.NET data fixes that the current contractor resolved as part of maintenance activities between October 2013 and December 2014. Overall, the average number of hours needed to resolve a data fix is between 3 and 5 hours.

Month	Total
October 2013	19
November 2013	14
December 2013	18
January 2014	33
February 2014	31
March 2014	48
April 2014	54
May 2014	66
June 2014	47
July 2014	43

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Month	Total
August 2014	41
September 2014	23
October 2014	18
November 2014	20
December 2014	16
Grand Total	491

Exhibit 6. Reported Data Fixes October 2013 – December 2014

**Source: Extract of information on data fixes extracted from the District’s incident management systems between October 2013 and December 2014.*

Exhibit 7 presents information on the number of system incidents reported between October 2013 and September 2014. Note that of 239 total incidents, only five (5) were categorized as “bugs” and the remaining 234 were categorized as “enhancements,” indicating that they were defects identified during testing of enhancements to FACES.NET and not yet in production.

Time Period	Critical	High	Low	Medium	Total
October 2013 – September 2014	30	98	82	29	239

Exhibit 7. Reported Data Fixes October, 2013 – September, 2014.

**Source: Extract of information on system fixes pulled from the District’s incident management systems between October 2013 and December 2014.*

Exhibit 8 presents an estimate of resources expended by the current maintenance contractor in support of FACES M&O services, as reported in their monthly status reports.

Month	Maintenance	Enhancements
February 2014	2	7
March 2014	2	7
April 2014	4	5
May 2014	4	4.5
June 2014	3	13
July 2014	4	11
August 2014	1	15
September 2014	5	9
October 2014	5	9
November 2014	5	8
December 2014	5	11
January 2015	4	10

Exhibit 8. Estimated Staff Levels for Maintenance, Operations, and Enhancements

**Source: Estimated staff levels reported by current maintenance contractor in monthly status reports.*

Note that in **Exhibit 8**, the staffing levels are not actuals. Rather, the figures represent the current maintenance contractor’s estimates of the number of staff members who

would work on the FACES.NET project in the coming month. For example, the January 2014 monthly status reported estimated in February 2014, two staff members would work on maintenance activities and seven (7) staff members would work on enhancements. Also note that the estimates in **Exhibit 8** are not necessarily FTEs.

C.2.7.2 CFSA FACES.NET Support

CFSA’s information technology division is the Child Information Systems Administration (CISA). CISA manages the entire array of projects, initiatives, and systems that comprise the child welfare technology ecosystem. **Exhibit 9** presents the main CISA sub-units that will provide oversight, management, and support related to the FACES.NET M&O services.

Unit	# Staff	Key Responsibilities
Applications	<ul style="list-style-type: none"> • 6 FTEs 	<ul style="list-style-type: none"> • Provide requirements support, design assistance, and regression and user acceptance testing for all FACES.NET enhancements and fixes • Provides day-to-day direction for M&O contractor • Works with CFSA and the M&O contractor to analyze and resolve data fixes • Conduct post-deployment analysis to analyze CFSA staff use of new functional enhancements
DATA	<ul style="list-style-type: none"> • CISA: 6 FTEs • Contract: 3 FTEs 	<ul style="list-style-type: none"> • Prepare and deliver approximately 50 core management reports every month to the Court appointed monitor • Prepare approximately 200 other reports to support reporting related to CFSA’s Four Pillar strategy • Prepare additional ad-hoc reports for research purposes • Prepare data extracts to support quantitative research and program evaluation • Assist with the ongoing implementation of the BIRST data visualization tool • Manage all federal reporting • Note: Approximately 30-40% of the team’s time is spent preparing scheduled reports and 60-70% is spent preparing ad hoc reports
Training	<ul style="list-style-type: none"> • 3 FTEs 	<ul style="list-style-type: none"> • Provide all FACES.NET training through CFSA’s Child Welfare Training Academy • Hold regular workshops to provide assistance to CFSA staff on any relevant FACES.NET topic (also called FACES Work Days) • Provide adhoc training as needed to CFSA staff • Train providers on FACES.NET Placement Provider Web
User Support	<ul style="list-style-type: none"> • 3 FTEs 	<ul style="list-style-type: none"> • Provide FACES.NET support via the help desk to all CFSA and external (provider) users • Support additional applications, including the FACES.NET mobile application and the BIRST data report initiative • Document all calls to the help desk

Exhibit 9. CISA Support for FACES.NET and Other Child Welfare Technology Issues.

C.3 MAINTENANCE AND OPERATIONS, AND ENHANCEMENT SCOPE OF WORK

This section presents the requirements that the Contractor shall meet to successfully provide FACES.NET Maintenance & Operations, as well as any enhancement services contracted through Task Orders.

C.3.1 General Requirements

- C.3.1.1** The Contractor shall provide overall project management and system development lifecycle (SDLC) management for all FACES.NET maintenance and operations enhancements secured through firm fixed-price task orders. Note that CFSA has traditionally used a waterfall system development methodology. Regardless of the SDLC methodology proposed, Contractor shall be required to provide documentation for all system changes and enhancements.
- C.3.1.2** The Contractor shall provide day-to-day supervision for all Contractor staff, including key staff members located at CFSA offices and any other staff members located in offsite locations.
- C.3.1.3** The Contractor shall develop and maintain an integrated project work plan that includes all tasks, activities, resources, milestones, and deliverables to be produced during the contract. The District understands that the integrated project work plan will be fluid and will change according to the emerging priorities, Federal and District requirements, CFSA program priorities, and any enhancements that the Contractor and CFSA agree to implement. The Contractor shall use a reasonable approach for ensuring that the integrated project work plan remains up-to-date and is consistent with the current scope of work.
- C.3.1.4** The Contractor shall maintain and update the integrated project work plan and submit a version of it with each Monthly Status Report.
- C.3.1.5** CFSA will oversee and manage its own resources that support FACES.NET. The Contractor shall work with CFSA to ensure appropriate coordination and collaboration between CFSA staff and Contractor staff.

C.3.2 Dates, Times, and Location of Services

- C.3.2.1** CFSA will provide work space for the four key staff members required per **Section C.3.8**, as well as meeting space for groups of up to 20 staff members. The Contractor shall provide work space for all other staff members in a separate facility.
- C.3.2.2** The Contractor may use resources located in a different country. However, the Contractor shall document how it will manage a geographically-dispersed team in a manner that will not adversely impact service levels and will not impede the ability for the Contractor to collaborate with CFSA staff members during normal business hours.
- C.3.2.3** The Contractor shall provide all of its personnel with computers that meet all of CFSA's information and security requirements, including but not limited to the appropriate anti-virus software to allow remote access of the system via the District's VPN software.
- C.3.2.4** The Contractor shall perform its tasks during CFSA's regular business hours, Monday through Friday, from 8:00 A.M. to 5:00 P.M. except holidays and unless otherwise noted in this RFP.
- C.3.2.5** The national holidays observed by the District include:
 - New Year's Day

- Dr. Martin Luther King, Jr.' Birthday Observance Day
- George Washington's Birthday Observance Day (President's Day)
- DC Emancipation Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veteran's Day
- Thanksgiving Day
- Christmas Day

C.3.3 Maintenance and Operations Services

C.3.3.1 Maintenance and Operations

The Contractor shall provide all technical and operational services necessary to maintain and operate the FACES.NET application, including, but not limited to, the following:

- C.3.3.1.1** The Contractor shall implement and maintain the necessary tools to manage all aspects of the FACES.NET systems development lifecycle, including incident tracking and resolution, requirements management, development, testing, release management and deployment, and documentation management.
- C.3.3.1.2** The Contractor shall input and maintain information about the level of effort (in total hours) required to resolve all severity level 1, severity level 2, severity level 3, and severity level 4 incidents. (See **Attachment J.10** for severity level definitions).
- C.3.3.1.3** The Contractor shall maintain and submit information about the level of effort (in total hours) required to complete all M&O services.
- C.3.3.1.4** The Contractor shall not close an incident without approval from CFSA.
- C.3.3.1.5** The Contractor shall resolve all incidents and meet all performance targets as specified in the service level agreement (see **Attachment J.10**).
- C.3.3.1.6** The Contractor shall provide technical support for FACES.NET online production operations, which includes maintaining the application code; identifying, analyzing, and resolving all system defects; and monitoring and improving application performance as agreed upon with CFSA.
- C.3.3.1.7** The Contractor shall provide technical support for FACES.NET batch operations, including maintenance of all batch programs and assisting CFSA's staff with batch monitoring, error handling, and resolution.
- C.3.3.1.8** The Contractor shall provide technical support for FACES.NET database management, including maintaining and updating the existing Oracle database, ensuring the physical and logical database models are up-to-date and available for District's review at any time, and executing a daily hot backup and weekly cold backup of all data in the production and pre-production system.
- C.3.3.1.9** The Contractor shall provide technical support for all FACES.NET interfaces.
- C.3.3.1.10** The Contractor shall support APIs with external FACES.NET enhancements that are not part of the FACES.NET system but are part of the larger CFSA technology ecosystem. Information on the current external applications, with which FACES.NET interfaces via an API, are documented in **Section C.2.5** of this RFP. The Contractor shall also support any additional APIs that may be added during the course of this contract, including de-

signing, developing, and providing ongoing maintenance and operations support for new APIs.

- C.3.3.1.11** The Contractor shall maintain all FACES.NET documentation, including design documentation, user documentation, system operations documentation, and database documentation (including the database dictionary, physical data model, and logical data model) and ensure that it is up-to-date with the current release.
- C.3.3.1.12** The Contractor shall provide support for all data fixes, which are typically the result of user error or system bugs. Data fixes correct data errors that cannot be corrected by end users, or would require too much effort for end users to correct. See **Section C.2.7.1** for a historical list of data fixes during the 12 month period of October 2013 – December 2014. While the District cannot say with certainty, the number of and effort related to data fixes is expected to remain consistent with the number of and level of effort related to the data fixes experienced during this time period. Regardless of the number of actual data fixes, the vendor shall support all documented data fixes as part of the M&O services.
- C.3.3.1.13** The Contractor shall ensure that the FACES.NET system is browser agnostic and maintain a plan, approved by CFSA, to ensure that the system remains browser agnostic during the life of this contract.
- C.3.3.1.14** The Contractor shall make regular upgrades to existing technologies supporting FACES.NET as part of ongoing maintenance.
- C.3.3.1.15** The Contractor’s Database Administrator shall include, as one of his or her responsibilities, the management of the physical and logical data models, upkeep of the data dictionaries, maintenance of all database fields and tables, and modifications of data models, dictionaries, fields and tables to accommodate defect fixes and enhancements.

C.3.3.2 Release Planning and Management

The Contractor shall provide release planning and management services to ensure that the District can successfully execute regular maintenance releases and emergency releases as needed during the contract. The Contractor’s release planning methodology shall include planning for releases that include a combination of defect fixes, data fixes, and enhancements. Specific requirements include:

- C.3.3.2.1** The Contractor shall provide a release management plan with a documented set of processes that specify the methodology the Contractor will use for planning and managing releases, including constructing application components, managing version control during development and testing, migrating code between environments, deploying code to and validating code in the production environment, and rollback processes in cases of significant adverse events. The plan shall address how the Contractor will work with CFSA to migrate code from the Contractor’s environment to the District’s pre-production environment so that CFSA staff members can complete regression and user acceptance testing.
- C.3.3.2.2** The Contractor shall work with CFSA to conduct release planning, including specifying release contents, scheduling releases, and validating that all components of each release are compatible and can be implemented in unison.
- C.3.3.2.3** The Contractor shall provide development (code fixes), unit testing, system integration testing, and regression testing for all releases prior to introduction into the production system.

C.3.3.2.4 The Contractor shall support CFSA’s staff during CFSA’s regression and user acceptance testing period.

C.3.3.2.5 The Contractor shall provide ongoing knowledge transfer to District staff involved with system maintenance experience through informal and on-the-job training.

C.3.3.3 Emergency Releases

Emergency releases are based on occurrence of severity 1 or 2 errors and the timing of their remediation. Emergency releases will be scheduled in consultation with CFSA project staff. The Contractor shall assure that each emergency release is fully tested so that it may be safely implemented in the production system.

C.3.4 Enhancements Scope of Work

The District may negotiate with the Contractor to procure enhancements to FACES.NET through individual task orders covering one or more functional or technical areas. The District reserves the right to negotiate with other parties as well as or instead of the Contractor for any such enhancements.

The list of potential enhancements – and the priority of each enhancement – changes frequently based on factors such as federal and District requirements, child welfare program evolution, emerging CFSA objectives priorities, and program staff needs. As a result, CFSA is not able to precisely estimate the full set of enhancements expected for the coming years. However, historical examples of FACES.NET enhancements are provided in **Sections C.2.5.1 through C.2.5.7**.

For any additional enhancements, the District will provide the Contractor with a comprehensive scope of work outlining the desired enhancements, deliverables, timeframes, resources, and any relevant performance standards. The Contractor (and other parties if the enhancements are openly competed) will then have the opportunity to provide a firm fixed price proposal that includes their approach, methods, resources, timeframes, level of effort, pricing, and expected results. The District reserves the right to negotiate any or all items in the Contractor’s firm fixed price proposal. If the negotiations are completed successfully, the District will then issue a task order to the Contractor to complete the work per the agreed upon firm fixed price.

When task orders are awarded, the Contractor shall then provide support for new system functionality that improves existing and/or adds new functional or technical components to the existing FACES.NET application and as specified in the Task Order.

The following sections describe the services the Contractor shall perform for any system enhancements services secured via firm fixed-price task orders issued by the District:

C.3.4.1 Requirements Gathering

C.3.4.1.1 The Contractor may be called upon to run requirements gathering sessions or participate with CFSA staff members – and other stakeholders as appropriate – to collect information to formulate requirements for FACES.NET enhancements. The number of participants and length of these sessions will depend on the complexity of the enhancement and will be agreed upon jointly by CFSA and the Contractor.

C.3.4.1.2 The Contractor shall develop requirements using industry formats and standards.

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- C.3.4.1.3** For all enhancements to FACES.NET, the Contractor shall create and maintain requirements and ensure traceability of all subsequent SDLC activities to requirements.
- C.3.4.1.4** The Contractor shall receive approval from CFSA for requirements prior to beginning any design or development work.
- C.3.4.1.5** The Contractor shall maintain an up-to-date version of all requirements throughout the SDLC.
- C.3.4.2** **Design**
- C.3.4.2.1** The Contractor shall lead Joint Application Design (JAD) sessions with CFSA staff members and other stakeholders to gain insight into design of enhancements. The number of participants and length of these sessions will depend on the complexity of the enhancement and will be agreed upon jointly by CFSA and the Contractor and documented in each task order.
- C.3.4.2.2** The Contractor shall develop a general and detailed system design for all enhancements that documents system functionality, functional objectives, functional workflow, screen designs, data elements, changes to the existing database, business rules, and shows traceability of each functional element to the requirements.
- C.3.4.2.3** The Contractor shall receive approval from CFSA of all general and detailed system design prior to beginning any development work.
- C.3.4.3** **Development and Unit Testing**
- C.3.4.3.1** The Contractor shall create and maintain an applications standards document that describes the standards it will follow during the development and unit testing of all enhancements. This shall include, at a minimum, standards for creating new code for each application layer (e.g., presentation layer, business layer, data, etc.), naming standards and conventions for new code, and version control procedures, including check in and check out procedures. The application standards document also shall describe the extent to which these standards will apply to any existing code being modified as enhancements are developed.
- C.3.4.3.2** The Contractor shall develop all code necessary to create the enhancements in FACES.NET and shall do so in a manner consistent with the approved coding standards document.
- C.3.4.3.3** The Contractor shall perform unit testing of all code developed or modified to construct the enhancements.
- C.3.4.4** **System, Integration, and Regression Testing**
- C.3.4.4.1** The Contractor shall perform system testing, integration testing, and will support CFSA's regression testing for all enhancements.
- C.3.4.4.2** The Contractor shall work with the District to agree upon exit criteria for system, integration, and regression testing.
- C.3.4.4.3** The Contractor shall provide results from system, integration, and regression testing, demonstrating that all exit criteria for each phase of testing have been met prior to proceeding to the next phase of testing.
- C.3.4.4.4** The Contractor, upon completion of all required testing, shall receive approval from CFSA prior to packaging the enhancement into a scheduled release.
- C.3.4.5** **User Acceptance Testing**
- C.3.4.5.1** The Contractor shall support CFSA staff as they conduct user acceptance testing.
- C.3.4.5.2** The Contractor shall provide support for defect identification, analysis, and resolution during the user acceptance test period.

C.3.4.6 Documentation

- C.3.4.6.1** The Contractor shall maintain all requirements and design documentation throughout the SDLC life cycle.
- C.3.4.6.2** The Contractor may be required to develop user documentation, help screens, or other user aids for enhancements, at the District's request.
- C.3.4.6.3** The Contractor shall update any existing design documentation, system and operations documentation, user documentation, or any other documentation related to other parts of the system that may be impacted or modified during the design, development, and deployment of enhancements.
- C.3.4.6.4** The Contractor shall complete system documentation and submit it as part of the status report that is due no later than 30 days of completing the system enhancement.
- C.3.4.6.5** All system documentation will follow the configuration management processes developed by CFSA and the selected contractor.

The District reserves the right to openly compete any and all additional enhancements competitively and makes no assurances to the Contractor that they will be awarded any such work.

C.3.5 Status Reporting and Status Meetings

The Contractor shall submit a Monthly Status Report that includes information on the following items, at a minimum:

- C.3.5.1** Activities initiated, worked on, or completed in the prior month, including:
 - C.3.5.1.1** All production application defects, their severity level, status, time to resolution; and level of effort expended to resolve them.
 - C.3.5.1.2** All production application data fixes and level of effort expended to resolve them;
 - C.3.5.1.3** Releases completed or worked on;
 - C.3.5.1.4** Additional maintenance activities worked on or completed;
 - C.3.5.1.5** Application database metrics; and
 - C.3.5.1.6** The description of activities initiated, worked on, or completed in the prior reporting period should *only* include the work completed during the prior reporting period and should not describe the cumulative effort since a piece of work was initiated.
- C.3.5.2** A summary of resource allocation for the prior month that includes:
 - C.3.5.2.1** The names of each resource;
 - C.3.5.2.2** The activities in which each resource participated during the prior month;
 - C.3.5.2.3** The total number of hours each resource worked on each project; and
 - C.3.5.2.4** An overall FTE count that summarizes all resources who worked on the project during the prior month.
- C.3.5.3** A list of any anticipated staffing changes and plan for replacing the staff member, including District review, interview, and approval of any key staff member;
- C.3.5.4** A list of all issues and risks, their status, and any mitigation strategies planned or underway;
- C.3.5.5** A list of the expected activities for the coming month;
- C.3.5.6** A list of the resources expected to work on the project in the coming month and their proposed activities;
- C.3.5.7** An estimate of the overall FTE count for the coming month;

The Contractor shall conduct a monthly status meeting with the District to review the contents of the Monthly Status Report. During the monthly status meeting, the District

and Contractor will review the Monthly Status Report and also review the District's evaluation of the Contractor's performance on all agreed upon service levels.

C.3.6 Transition In Services

FACES.NET M&O services are vital to the District and must be continued without interruption or loss to service. To facilitate a seamless transition, incoming Contractors shall meet the following requirements.

- C.3.6.1** No later than 5 days after the contract start date, the Contractor shall submit a 60-Day Transition In Plan that documents how they will transition the M&O services and ensure they are capable of successfully assuming M&O services at the end of the 60 day transition period.
- C.3.6.2** The Transition In Plan shall include a 60-day timeline for transition all services and shall include the following components, at a minimum:
 - C.3.6.2.1** The tasks, activities, resources, and responsibilities to transition operations from the outgoing Contractor;
 - C.3.6.2.2** A transition schedule;
 - C.3.6.2.3** The formal and informal training activities the incoming Contractor will compete during the transition period;
 - C.3.6.2.4** The information needed from the outgoing Contractor;
 - C.3.6.2.5** How the incoming Contractor will work with the outgoing Contractor to load historical and current incident information into the new Contractor's or the District's incident management system;
 - C.3.6.2.6** How the incoming Contractor will validate that all existing documentation artifacts are current as of the transition date.
 - C.3.6.2.7** How the incoming Contractor will validate that it is prepared to assume full FACES.NET maintenance and operations prior to the departure of the outgoing Contractor.

C.3.7 Transition Out Services

Upon completion or termination of this contract, the outgoing Contractor shall:

- C.3.7.1** Provide ongoing FACES.NET M&O services as defined in the contract for up to 60 days after transition to another Contractor or the District's staff begins;
- C.3.7.2** Furnish phase-out training and knowledge transfer to an incoming Contractor or the District's staff;
- C.3.7.3** Coordinate with any incoming Contractor or the District's staff to effect an orderly and efficient transition of FACES.NET M&O services;
- C.3.7.4** Continue to provide all key staff members and sufficient experienced personnel during the transition phase to ensure normal ongoing maintenance and operations services and continue to meet required service level agreements;
- C.3.7.5** Allow as many personnel as practical to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

C.3.8 KEY PERSONNEL

The Contractor shall provide a minimum of four key staff members. **Exhibit 10** presents the key staff positions, as well as the mandatory requirements and mandatory qualifications for each key staff position. The Project Manager and the Database Administrators are considered key personnel for all work related to the M&O and any potential enhancements. The Functional Manager/Lead System Designer and Lead Software Developers are considered key personnel for any potential enhancements, in addition to the Project Manager and the Database Administrator.

Key Staff Position	Mandatory Requirements	Mandatory Qualifications
Project Manager	<ul style="list-style-type: none"> ▪ At least 75% of the Project Manager's time, per year, shall be dedicated to the FACES.NET contract 	<ul style="list-style-type: none"> • Shall have served as Project Manager for at least three (3) years on a prior IT project of similar size and scope (preferably SACWIS or HHS) that includes a) applications design and development and b) systems maintenance & operations. • Bachelor's degree.
Functional Manager/Lead System Designer	<ul style="list-style-type: none"> ▪ The Functional Manager/Lead System Designer shall be dedicated full-time to the FACES.NET contract. ▪ Shall be located onsite at CFSA offices from 9:00 AM Monday until 5:00 PM Friday. 	<ul style="list-style-type: none"> • Shall have a minimum of two (2) years serving as a functional manager or lead system designer on a prior SACWIS or human services IT project of similar size and scope. • Bachelor's degree in Information Systems or related area
Lead Software Developer	<ul style="list-style-type: none"> ▪ The Lead Software Developer shall be dedicated full-time to the FACES.NET contract. ▪ The Lead Software Developer shall be located onsite at CFSA offices from 9:00 AM Monday until 5:00 PM Friday. 	<ul style="list-style-type: none"> • Shall have a minimum of two (2) years serving as software development manager or lead software developer on a prior IT project of similar size and scope. • Bachelor's degree in Information Systems or related area.
Database Administrator	<ul style="list-style-type: none"> ▪ The Database Administrator shall be dedicated full-time to the project ▪ The Database Administrator shall be located onsite at CFSA offices from 9:00 AM Monday until 5:00 PM Friday. 	<ul style="list-style-type: none"> • Shall have a minimum of two (2) years serving as database administrator on a prior IT project of similar size and scope. • Bachelor's degree in Information Systems or related area.

Exhibit 10. Key Staff Positions and Requirements

C.3.9 Non-Key Staff

The Contractor shall ensure that, collectively, its team has the appropriate skills and experience to satisfactorily complete the RFP SOW.

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

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.1.1** 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**)
- E.1.2** Representatives of the Government of the District of Columbia will perform inspection and acceptance of the services to be furnished under the Contract, to ensure that the services conform to the terms of the resultant contract. Any item found not in compliance with the specifications, shall be rejected.

*****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 RFP.

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 make records, reports, and any other data and program information available to the CFSA via paper, electronic or in the form of observation, through on-site visits conducted by CFSA Representatives. The Contractor also shall adhere to the Service Level Agreements included in **Attachment J.10**.

In addition, **Exhibit 11** presents the deliverables Contractor shall provide as part of the regular M&O activities, as well as for any enhancements contracted through firm fixed-price task orders.

CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0001	Monthly Status Report, consistent with the requirements in Section C.3.4	1/mo	TBD	No later than the 5 th business day of each month
0002-0004	Monthly Status Meeting, consistent with the requirements in Section C.3.4	1/mo	TBD	TBD

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CLIN	Deliverable	Quantity	Format/Method of Delivery	Due Date
0002-0004	System Requirements	TBD	TBD	As required
0002-0004	Design Documentation	TBD	TBD	As required
0002-0004	Unit Test Results Report	TBD	TBD	As required
0002-0004	System & Integration Test Results Report	TBD	TBD	As required
0002-0004	Maintenance Releases	TBD	TBD	As required
0002-0004	Emergency Releases	TBD	TBD	As required
0002-0004	Documentation of system changes and enhancements.	TBD	TBD	As required
0001-0004	Update the integrated project work plan and submit a version of it with each Monthly Status Report	1/mo	TBD	No later than the 5 th business day of each month

Exhibit 11. Expected Deliverables

*****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 monthly basis.

G.2 INVOICE SUBMITTAL

G.2.1 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in **Section G.2.2**. The Contractor shall submit one invoice for M&O work and a separate invoice for any enhancements contracted through a firm fixed-price task order. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Contract Administrator (CA) specified in **Section G.10**. 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.

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.7.5**.

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 **Attachment 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

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be paid if payment for the completed delivery of the item of property or service is made on or before:

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

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

G.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 sup-

plier 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:

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- 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:

Brady Birdsong
Chief Information Officer
Child Information Systems Administration
Child and Family Services Agency
200 I Street, S.E. 3rd floor
Washington, D.C. 20003

- 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 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.1.1 The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.1.2 The key personnel identified by the Contractor are shown in the table below:

Name	Position
	Project Manager
	Functional Manager/ Lead System Designer
	Lead Software Developer
	Database Administrator

H.2 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.2.1 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.2.1.1 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.2.2 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.3 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the **Wage Determination 2005-2103 Rev 14 December 22, 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 **Attachment 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.4 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.5 LIQUIDATED DAMAGES

H.5.1 When the Contractor fails to meet the performance targets and service levels in the negotiated Service Level Agreement, CFSA may assess liquidated damages in an amount stated in the Service Level Agreement. The Service Level Agreement to be used on this Project is included as **Attachment J.10**. The Attachment contains the required service levels, performance targets, and the non-compliance action plan that the District will initiate should the Contractor fail to meet any of the service level standards.

H.5.1.1 When the Contractor is unable to meet the requirements of the non-compliance action plan and CFSA requires a replacement Contractor to perform the required services, the Contractor shall be liable for liquidated damages accruing, until CFSA is able to award said Contract to a qualified responsive and responsible Contractor, within a reasonable time. Additionally, if the Contractor is found to be in default of said Contract under the Default Clause of the Standard Contract provisions, the original Contractor is completely liable for any and all total cost differences between their Contract, and the new Contract awarded by CFSA, to the replacement Contractor to include administrative expenses of awarding a new contract..

H.6 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.7 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

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- H.7.1** 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.7.2** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (**Attachment 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.7.3** The Contractor shall submit to DOES, no later than the 10th of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:
- (1) Number of employees needed;
 - (2) Number of current employees transferred;
 - (3) Number of new job openings created;
 - (4) Number of job openings listed with DOES;
 - (5) Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
 - (6) Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
 - (a) Name;
 - (b) Social security number;
 - (c) Job title;
 - (d) Hire date;
 - (e) Residence; and
 - (f) Referral source for all new hires.
- H.7.4** 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.7.5** 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.7.4** of this clause; or
 - (2) Submit a request to the CO for a waiver of compliance with **Section H.7.4** 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.7.6**.
- H.7.6** The CO may waive the provisions of **Section H.7.4** 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.7.7 Upon receipt of the contractor's final payment request and related documentation pursuant to **Sections H.7.5** and **H.7.6**, the CO shall determine whether the Contractor is in compliance with **Section H.7.4** or whether a waiver of compliance pursuant to **Section H.7.6** 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.7.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to **Section H.7.5**, 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.7.8**.

H.7.9 The provisions of **Sections H.7.4** through **H.7.8** do not apply to nonprofit organizations.

H.8 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.9 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.10 WAY TO WORK AMENDMENT ACT OF 2006

- H.10.1** Except as described in **Section H.10.8** 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.10.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- H.10.3** 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.10.4** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- H.10.5** The Contractor shall provide a copy of the Fact Sheet attached as **J.6** to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as **J.5** in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- H.10.6** 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.10.7** 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.10.8** 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;

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- (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.10.9 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.11 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 or-

ganization 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) Annual Meetings

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

(f) 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.

(e) 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.12 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.13 CONTRACTOR RESPONSIBILITIES

H.13.1 Performance Standards and Quality Assurance

H.13.2 The Contractor shall adhere to CFSA policies and District regulations.

H.13.3 UNUSUAL INCIDENTS

H.13.3.1 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

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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 shall 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.13.4 MANDATORY REPORTING

H.13.4.1 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.13.4.2 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.13.5 STAFF SECURITY REQUIREMENTS

H.13.5.1 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 shall be cleared through the Child Protection Register and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this contract, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

H.13.5.2 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.13.5.2.1 Child abuse;

H.13.5.2.2 Child neglect;

H.13.5.2.3 Spousal abuse;

H.13.5.2.4 A crime against children, including child pornography;

H.13.5.2.5 A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;

H.13.5.2.6 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.

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H.13.5.3 The Contractor shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis.

H.13.5.4 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.13.5.4.1 Neglect of children;

H.13.5.4.2 Physical abuse of children, families or staff members;

H.13.5.4.3 Sexual abuse or harassment of children, families or staff members;

H.13.5.4.4 Verbal or emotional abuse of children, families or staff members;

H.13.5.4.5 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.13.5.4.6 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.13.5.5 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.13.5.4** of this agreement.

H.13.5.7 CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.

H.13.5.8 **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.13.6 **STAFF REQUIREMENTS**

H.13.6.1 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 shall 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.13.6.2 The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which shall 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.13.6.3 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.13.6.4 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.13.6.5 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.13.6.6 The Contractor shall ensure that all employees are licensed and qualified to perform services under this contract.

H.13.6.7 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.13.6.8 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.13.6.9 Training

H.13.6.9.1 The Contractor shall be responsible for ensuring staff training and development are, at minimum, in compliance with any applicable licensure regulations for Washington, DC and CFSA guidelines.

H.13.7 COST OF OPERATION

All costs of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. No payments other than those provided for in the Price Schedule shall be made to the Contractor.

H.13.8 STANDARD OF PERFORMANCE

H.13.8.1 The Contractor shall ensure that personnel 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.13.8.2 The Contractor shall ensure that the personnel 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.13.9 GOVERNMENT-FURNISHED PROPERTY

H.13.9.1 The District will allow use of Government computer equipment as needed for the Contractor's performance of required services. The Contractor assumes the risk and responsibility for the damage of District computer equipment, with the exception of reasonable wear and tear.

H.13.9.2 The Contractor shall use the Government computer equipment only in connection with this contract.

H.13.10 GOVERNMENT-FURNISHED FACILITY

CFSA will provide office space for the four (4) key personnel required as part of this contract. In addition, CFSA will provide meeting space for up to twenty (20) people, to be used by the Contractor only in completion of RFP-required tasks. All such office space will be provided at CFSA's offices at 200 I (Eye) Street, S.E., Washington, D.C.

H.13.10.1 The District reserves the right to inspect all areas of the facility at any given time. The Contractor shall not use the facility for commercial work unless otherwise directed or permitted in writing by the Contracting Officer.

H.13.10.2 The physical facility will be maintained by the Government, including repairs, maintenance, and/or renovations, with the Contractor being responsible for informing the Government of degraded conditions and the need for replacement or renovations. The Contractor shall not hold the District of Columbia liable for injury to persons or property caused by fire or theft or resulting from the operation of heating, air conditioning, or lighting apparatus, falling plaster, steam, gas, electricity, water, rain, or dampness, which may leak from or through any part of the facility, or pipes, appliances or plumbing, unless the need for such repairs are reported to the Government.

H.14 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:

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- 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.

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- 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. §§

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164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical HealthACT (February 18, 2010) (“HITECH”), to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this Clause. Business Associate acknowledges that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, Business Associate is under the jurisdiction of the United States Department of Health and Human Services and is directly liable for its own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. § 164 is as follows:

Administrative Safeguards

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

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Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

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

Technical Safeguards (see § 164.312)

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

- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this Clause, the Security Rule and other applicable federal and state privacy law within the Business Associate’s business. The Business associate reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District’s Hybrid Entity.
- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this Clause.

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- 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.

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- 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

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- 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

Attention:

Fax: _____

If to the Covered Entity, to

Child and Family Services Agency
Wendy Singleton, FOIA Officer
Washington, DC 20003
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 Com-

pliance 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.15 CONFIDENTIALITY

- H.15.1** 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.15.2** 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.15.3** 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.15 of this Contract.

H.16 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.17 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.17.1 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.17.2 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.17.3 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.17.4 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.17.5 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;

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- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
- (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.
- H.17.6** The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.
- H.17.7** 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);

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- (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.17.8** 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.17.9** 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.17.10** 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.17.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.17.12** 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.17.13** 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.17.14** 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.17.15** 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.17.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employ-

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ees and unsupervised volunteer in the positions listed in **Sections H.17.1** and **H.17.2**.

- H.17.17** 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.17.18** 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.17.19** 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.17.20** 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, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.1.1 Indemnification For Fraud Or Negligence.

- (a) The Contractor’s obligation to indemnify the District under sections (b), (c) and (d), below, shall be limited to fraud or negligence.
- (b) The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including reasonable cost of defense and attorneys’ fees), (collectively “Claims”), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.
- (c) The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.
- (d) The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor.

I.1.2 Indemnification For Other Than Fraud Or Negligence – Limitation Of Liability

- (a) For all Claims other than for fraud or negligence covered by clause 9A, above, the Contractor’s obligation to indemnify the District under sections (b), (c) and (d) below, is limited to an aggregate amount not in excess of 200% of the total price of the Contract or total price of an option, if exercised.
- (b) The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the “District”) from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including reasonable cost of defense and attorneys’ fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, the Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.
- (c) The indemnification obligation under this section shall not be limited by the existence of any insurance policy and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.
- (d) The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor’s officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.

I.5.4 The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.

I.5.5 All data first produced in the performance of this Contract shall be the sole property of the District. The Contractor hereby acknowledges that all data, including, without limitation, computer program codes, produced by Contractor for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Contractor hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Contractor agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copy-

rights. 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. 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.
3. Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: **\$1,000,000** per accident for injury; **\$1,000,000** per employee for disease; and **\$1,000,000** for policy disease limit.

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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. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

5. Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.
- 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 **Attachment 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.

I.12 GOVERNING LAW

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

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

SECTION J: ATTACHMENTS

Exhibit 12 presents the list of attachments and is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.2	U.S. Department of Labor Wage Determination Wage Determination 2005-2103 Rev 15 December 22, 2014
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.5	Way to Work Amendment Act of 2006 – Living Wage Notice available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.7	Tax Certification Affidavit available at www.ocp.dc.gov click on “Required Solicitation Documents”
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Mandatory PASS Buyer and ASN Vendor Registration Directive
J.10	Service Level Agreements and Performance Targets
J.11	Past Performance Requirements Response Template
J.12	Cost and Price Disclosure Certification
J.13	Hypothetical Example

Exhibit 12 Attachments

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

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

Available at 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 reserves the right to accept/reject any/all proposals resulting from this solicitation. The Contracting Officer may reject all proposals or waive any minor informality or irregularity in proposals received, whenever it is determined that such action is in the best interest of the District. The District intends, but is not obligated, to award a single contract resulting from this solicitation to the responsive and responsible Offeror who has the highest evaluated score). See **Section M** for Evaluation Factors.

The District intends to award a single contract resulting from this solicitation to the responsible Offeror whose offer conforming to the solicitation will be the most advantageous to the District when considering technical factors, price, and other factors specified in this solicitation.

L.1.2 Initial Offers

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

L.2 EXPLANATION TO PROSPECTIVE OFFERORS

Prospective Offerors that have questions relating to this solicitation may submit their questions in writing to the contact person identified on the cover sheet of this RFP. **All questions shall be submitted no later than August 21, 2015, by 2:00pm.** The District will not consider any questions received after this date. The District will reply to questions submitted by the due date and will post written answers as an amendment on OCP's website at www.ocp.dc.gov. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.3 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00 AM on August 14, 2015 in Conference Room 2203A, CFSA Main Building (Use CFSA Entrance), 200 I Street, S.E. Washington, D.C. 20003. 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. Offerors attending the pre-proposal conference must complete the pre-proposal conference attendance roster.

Prospective Offerors may ask questions at the pre-proposal conference, but the District is under no obligation to provide answers verbally. Any verbal answers provided at the pre-proposal conference are intended solely for discussion and do not represent CFSA's final position. All oral questions will be answered in writing and published as an amendment on OCP's website at www.ocp.dc.gov.

L.4 PROPOSAL FORM, ORGANIZATION AND CONTENT

One (1) original and five (5) copies of the Technical Proposal and the Price Proposal shall be submitted by the Offeror. The original copies shall be clearly marked with “Original Copy” on the cover page. The copies shall be clearly marked with “COPY” on the cover page. In addition, Offerors must submit two (2) electronic copies of the Technical Proposal and two (2) electronic copies of the Price Proposal using Adobe Portable Document Format (PDF). One (1) electronic copy should be exactly the same as the written proposal. One (1) electronic copy shall be a redacted version per the requirements in **Section L.6** below.

Both the Technical and Price Proposals shall be typewritten in 12 point font size on 8.5” by 11” bond paper, use single spacing, use 1 inch margins on all sides, and maintain at least a .5” margin for all headers and footers. Offerors may use either Times New Roman or Arial as their primary font, and other fonts may be used for tables, exhibits, figures, and graphics. Font size for tables, exhibits, figures, and graphics may be less than 12 point, but no smaller than 9 point and all such tables, exhibits, figures, and graphics must be legible. All tables, exhibits, figures, and graphics must be referenced in the text and not just randomly inserted on the page. Fonts for footers and headers may be no smaller than 9 point font.

Pages must be consecutively numbered from beginning to end and must not restart the page numbers at the beginning of each section (e.g., page I-1, page II-1, page III-1, etc.). The cover letter does not require a page number. The table of contents and any appendices may employ a different page numbering scheme at the Offeror’s discretion.

The original and each of the five (5) copies of the Technical and Price Proposals should be placed in a separate three-ring binder. The cover for each binder shall indicate whether the binder contains a Technical Proposal or a Price Proposal and also indicate whether the binder contains the original proposal or one of the five copies. Telephonic, telegraphic, and facsimile proposals will not be accepted.

Technical Proposals and Price Proposals shall be submitted in a separately sealed box or boxes. The box or boxes used to submit the proposal shall have the following information conspicuously located on the outside:

- The address and information listed in the Submission Requirements, **Section L.4** of this RFP
- The name, address, and contact information (including phone number and email) of an individual authorized to provide additional information about the Offer’s proposal
- The following statement: *Proposal in Response to Solicitation No. CFSA-2015-R-0100, SACWIS Maintenance, Operations and Enhancements.*

Technical Proposals **shall not** contain any information about the Offeror’s proposed price, costs, or other materials related to the Price Proposal. Failure to comply with this requirement may result in the Offeror’s disqualification.

Offerors are directed to the specific proposal response requirements listed in this section. Offerors shall submit their proposals using a clear, concise, factual, and logical description of their approach for meeting the requirements of this RFP. All proposals 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.3**.

L.4.1 The District may reject any proposal that fails to include a subcontracting plan that is required by law.

L.4.2 Technical Proposal Contents

L.4.2.1 Cover Letter

Technical Proposals shall contain a cover letter that affirms the Offeror’s acceptance of the solicitation provisions and provides the mailing address, name, e-mail address, and telephone number for the Offeror’s point of contact regarding the solicitation, and the signature of an authorized representative.

L.4.2.2 Table of Contents

The Offeror’s technical proposal shall include a Table of Contents indicating the page number for the information required in the following sections.

L.4.2.3 Technical Proposal Section 1: Mandatory Proposal Requirements

In order for an Offeror’s proposal to be evaluated, they must demonstrate compliance with the three mandatory proposal requirements presented in **Exhibit 13**.

Area	Mandatory Qualifications
Organizational Experience	The Offeror shall have experience providing application design, development, and implementation services as a prime contractor for a system of similar size and scope for a minimum of five years. At least two years (of the five) shall have included maintenance and operations services for a production system.
Project Manager	The Project Manager shall have served as Project Manager for at least three (3) years on a prior IT project of similar size and scope that includes a) applications design and development and b) systems maintenance & operations.
Functional Manager/Lead System Designer	The Functional Manager/Lead System Designer shall have a minimum of two (2) years serving as a functional manager or lead system designer on a prior SACWIS or human services IT project of similar size and scope.

Exhibit 13 Mandatory Proposal Requirements

The Offeror shall present the relevant project and personnel experience to demonstrate compliance with these three requirements. This section shall not exceed one page.

L.4.2.4 Technical Proposal Section 2: Organizational Profile

The Offeror shall:

- a. Briefly describe (not to exceed three pages) the Offeror’s firm, history, major lines of work, and organizational structure. The Offeror shall indicate:
 - 1) Where this project fits into the Offeror’s existing corporate reporting lines;
 - 2) The priority of this project to the Offeror.

- b. Describe (not to exceed two pages) the Offeror’s capabilities to successfully complete the work described in the **Section C**, Statement of Work (SOW).
- c. Indicate whether the firm is a DC Certified Business Entity (CBE).
- d. List any subcontractors and provide the same organizational profile information for them, not to exceed two pages for each subcontractor. This section should indicate whether each subcontractor is a DC CBE.
- e. Document the work share of prime contractor and all subcontractors, including a delineation of the tasks that each firm will manage and/or participate in and the overall percentage of work that each firm will complete.

L.4.2.5 Technical Proposal Section 3: Organizational Experience

This section shall not exceed ten pages. The Offeror shall:

- a. Describe experience providing software maintenance and operations services. The Offeror should highlight any SACWIS or other large health and human services systems experience in this section. For each project described, provide as much of the following information as feasible:
 - i. Metrics that illustrate the size of the system, such as the number of online programs, number of batch programs, lines of code, database size, number and type of interfaces, number of reports, number of system users, approximate number of online transactions per day, and number of locations where the application is deployed. Sizing metrics for the systems described in this section should be consolidated into a table to provide a summary view.
 - ii. A summary of the application’s technology, including hardware, software development tools, databases, operating systems, and security tools. Technology information for the systems described in this section should be consolidated into a table to provide a summary view.
 - iii. A list of each system’s major functional components and the program areas served (e.g., child welfare, TANF, child support enforcement, etc.).
 - iv. The number of staff members providing maintenance and operations support for each system, their labor categories, and percentage of time they work on the maintenance and operations project.
- b. Describe experience with application design, development, and implementation for SACWIS and highlight any experience where these services were provided to create system enhancements for a system already in production.
- c. Describe experience working with systems with the FACES technology and tools, as documented in **Section C.2.7**.
- d. Describe experience, if any, where the Offeror performed technology modernization planning for a system where the Offeror was providing maintenance and operations.

L.4.2.6 Technical Proposal Section 4: Past Performance

The District will evaluate the relevance of each Offeror’s past performance on projects of similar size, scope, and complexity. Complete a minimum of three (3) and a maximum of (5) relevant Past Performance Response Forms located in **Attachment J.11**. Each form shall not exceed three (3) pages. The District reserves the right to contact any of the Offeror’s current or former clients for which the Offeror completed a similar project, regardless of whether that project is included in a Past Performance Response Form.

L.4.2.7 Technical Proposal Section 5: Staffing

This section shall not exceed 15 pages. The Offeror shall:

- a. Describe its organizational and staffing model, including at a minimum:
 - i. An organizational chart that names key personnel and all other staff members who will work on the project. Clearly present the experience that qualifies key personnel per the requirements described in **Section C.3.8**, which require the following key personnel:
 1. Project Manager;
 2. Functional Manager/Lead System Designer;
 3. Lead Software Developer;
 4. Database Administrator.For all key personnel and other staff members, indicate their labor category in the organizational chart. Other (non-key) staff members who will work on the project should be named in the proposal. The inability of the Offeror to name non-key staff members may be viewed as an inability to provide sufficient staff members with the appropriate experience and qualifications.
 - ii. A description of roles and responsibilities for each key personnel, and a description of the roles and responsibilities for all other labor categories listed in the organizational chart.
 - iii. An indication of which key personnel and other staff members are employees of the prime contractor, which are employees of each subcontractor, and which are independent contractors or consultants.
 - iv. A list of any proposed staff members who are contingent hires. Provide a signed letter of commitment (in an appendix) for all contingent hires that documents their commitment to the project if the Offeror is awarded a contract.
 - v. The alignment of the Offeror's proposed organization with CFSA resources.
- b. List the current assignments for all key personnel and other named staff members and note the percentage of their time that will be dedicated to the FACES.NET project if the Offeror is awarded a contract.
- c. Indicate the location where each staff member will perform the work.
- d. Provide the overall number of resources – through a combination of the prime contractor and all subcontractors – who are available to support this effort (in addition to the key personnel and other named staff).
- e. Discuss staff retention methods, how key personnel and other named staff will be replaced, and how staffing and onboarding processes will not detract from required service levels and project operations.
- f. Provide resumes for all named staff and, as needed, letters of commitment for all contingent hires in an appendix. Each resume must be no more than three pages. Each letter of commitment must be no more than one page. Resumes and letters of commitment do not count toward the page limit for this section.

L.4.2.8 Technical Proposal Section 6: Project Management

This section shall not exceed 10 pages. The Offeror shall:

- a. Present their methodology for managing the FACES.NET project and describe how this methodology applies to both a) maintenance and operations and b) enhancements.
- b. Summarize how their project management methodology has been tailored to a maintenance and operations system for a statewide health and human services appli-

ation and for the requirements in **Section C**. Provide information on specific management practices such as:

- Subcontractor management (if applicable);
- Scope control;
- Issue and risk management;
- Escalation processes;
- Communications and status reporting;
- Quality control;
- Work and staff estimating processes.

c. Document the project management tools that will be used to manage the project.

L.4.2.9 Technical Proposal Section 7: Technical Approach

The Offeror shall:

- a. Present the approach to satisfying the requirements in **Section C.3 – Maintenance, Operations, and Enhancement Scope of Work**.
 - i. Offerors should respond to all requirements and should restate the requirement(s) prior to providing their response. The Offeror may group multiple requirements for purposes of providing a more cohesive and integrated response.
 - ii. To the extent that requirements in **Section C.3** may request information similar to that requested elsewhere in **Section L.4.2**, Offerors may provide cross-references to information previously provided in their proposal.
 - iii. This response to the requirements in **Section C.3** shall not exceed 30 pages. Reproduced requirements may be in font as small as 9 point.
- b. Describe the process for estimating the level of effort required to perform the M&O services.
- c. Present your approach to completing the hypothetical enhancement presented in **Attachment J.13 – Hypothetical Example**.
 - i. Describe your approach to completing the requirements, design, development, testing, deployment, and any other activities necessary to complete work as specified in the hypothetical example.
 - ii. Provide a project work plan in Microsoft Project format (version 2007 or later) that outlines the tasks, deliverables, timeframes, and resources for completing the hypothetical example.
 - iii. Provide a corresponding narrative that describes the tasks, activities, and deliverables included in the workplan.
 - iv. Describe your process for estimating the level of effort for the hypothetical enhancement.
 - v. Provide a chart that shows the staff loading and includes the labor categories for staff that would work on the enhancement and the hours they will work on each major task as presented in the workplan. Offerors may load the resources into the workplan, but also must create a table in the narrative response that shows proposed staffing levels, by resource, and by task.

L.4.2.10 Technical Proposal Section 8: Certifications

The Offeror shall provide the following:

- a. Signed Solicitation, Offer and Award form (page 1);

- b. Completed **Attachments J.3, J.4, J.7 and J.8** of this solicitation;
- c. Copies of business licenses and documentation of incorporation or other legal status.

L.5 PRICE PROPOSAL

The Offeror shall include the following in its price proposal:

- a. Complete Price Schedule (**Section B.3**) showing the total proposed price to provide the required services, including 1) the yearly fixed price for M&O services and 2) the hourly costs for labor categories for enhancements;
- b. Cost and Price Disclosure Certification and Data Requirements (**Attachment J.12**)
- c. A detailed budget narrative explaining and justifying the overall budget. The Offeror shall explain and describe the composition and build-up of all costs included in the Cost/Price Data Requirements (**Attachment J.12**).
- d. Documentation that demonstrates the Offeror has sufficient cash flow to pay employees and contractors for two months prior to reimbursement from the District.
- e. A Subcontracting Plan form is available at <http://dslbd.dc.gov/service/district-agency-compliance1> click on "**SBE Subcontracting Plan (Revised Nov 2014)**".

L.6 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC

In addition to the proposal submission requirements in **Section L.4** above, the Offeror shall 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 shall 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.7 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.7.1 Proposal Submission

Proposals must be submitted no later than **September 15, 2015, by 2:00 P.M.** 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., Suite 2031
Washington, D.C. 20003
Attn: Yorjai Chandy, Contract Specialist

If hand-delivering, Offerors are cautioned to **USE ONLY THE 2nd Street, S.E. Entrance**, also known as the CFSA/ 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.7.2 Late Proposals

Proposals 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.7.3 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.7.4 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.7.5 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.7.6 Handling of Late Proposals, Late Modifications, and Late Withdrawals

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.

L.8 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.9 RESTRICTION ON DISCLOSURE AND USE OF DATA

L.9.1 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.9.2 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.10 PROPOSALS WITH OPTION YEARS

The Offeror shall include option year prices in its price/cost proposal per the requirement in **Section B.3**. An offer may be determined to be unacceptable if it fails to include pricing for the option year(s).

L.11 PROPOSAL PROTESTS

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

L.12 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.13 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.14 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.15 PROPOSAL COSTS

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

L.16 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.17 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.18 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 rea-

sonably 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.19 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.19.1 Name, address, telephone number and federal tax identification number of Offeror;

L.19.2 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.19.3 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.20 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.21 GENERAL STANDARDS OF RESPONSIBILITY

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

L.21.1 To be determined responsible, a prospective contractor shall 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;

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- (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.21.2

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.

*****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 in this section. 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 PROPOSAL EVALUATION

Evaluation of Offeror proposals will consist of two parts:

1. Review of Offeror responses to mandatory evaluation requirements (per **Section M.3**);
2. Review of Offeror Technical Proposal and Price Proposal (per **Section M.4**)

M.3 MANDATORY EVALUATION REQUIREMENTS

Exhibit 14 presents the mandatory evaluation criteria the District will use to conduct the initial proposal evaluation. If an Offeror’s proposal meets all mandatory requirements, then the Offeror’s proposal shall continue to be evaluated. Offerors who fail to demonstrate compliance with mandatory requirements shall be excluded from further evaluation.

Area	Mandatory Qualifications
Organizational Experience	The Offeror shall have experience providing application design, development, and implementation services as a prime contractor for a system of similar size and scope for a minimum of five years. At least two years (of the five) shall have included maintenance and operations services for a production system.
Project Manager	The Project Manager shall have served as Project Manager for at least three (3) years on a prior IT project of similar size and scope that includes a) applications design and development and b) systems maintenance & operations project.
Functional Manager/Lead System Designer	The Functional Manager/Lead System Designer shall have a minimum of two (2) years serving as a functional manager or lead system designer on a prior SACWIS or human services IT project of similar size and scope.

Exhibit 14 Mandatory Proposal Requirements

M.4 TECHNICAL AND PRICE PROPOSAL EVALUATION

Proposals demonstrating compliance with the mandatory requirements will be evaluated based on the evaluation factors in **Exhibit 15**.

Evaluation Factor	Maximum Score
Organizational Experience & Past Performance	25
Staffing	25
Project Management Approach	10

Evaluation Factor	Maximum Score
Technical Approach	15
Price	25
Preference Points (Maximum of 12)	
Small Business Enterprise (SBE)	3
Resident Owned Business (ROB)	5
Longtime Resident Business (LRB)	5
Local Business Enterprise (LBE)	2
Local business enterprise with its principal offices located in an enterprise zone (DZE)	2
Disadvantaged Business Enterprise (DBE)	2
Veteran Owned Business (VOB)	2
Local manufacturing business enterprise (LMBE)	2

Exhibit 15. Evaluation Criteria

M.4.1 Technical Proposal Evaluation

The District will use a Technical Rating Scale to determine the degree to which each Offeror’s proposal complies with the Technical Proposal requirements presented in **Section L.4. Exhibit 16** presents the Technical Rating Scale.

Numeric Rating	Adjective	Description
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.

Exhibit 16. Technical Rating Scale

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 sub-factors 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.4.2 Technical Proposal Evaluation Factors and Sub-factors

M.4.2.1 Organizational Experience and Past Performance (Maximum 25 Points)

Sub-factor 1: Organizational Experience (10 points)

Information to be considered when evaluating the Offeror's Organizational Experience includes:

- M.4.2.1.1 Has the Offeror demonstrated that it has the organizational resources necessary to manage the FACES.NET project?
- M.4.2.1.2 Has/How has the Offeror demonstrated its commitment to this project?
- M.4.2.1.3 Does the Offeror have corporate experience providing M&O services for systems of similar size, scope, and complexity and what is the extent of these services?
- M.4.2.1.4 Does the Offeror have experience using the FACES.NET technical tools to provide M&O services?
- M.4.2.1.5 Does the Offeror have a demonstrated record of providing technology modernization planning services?
- M.4.2.1.6 Are the subcontractors, if any, adequately qualified to assist the Offeror in delivering M&O services for FACES.NET?
- M.4.2.1.7 Have/How have subcontractors, if any, demonstrated commitment to this project?

Sub-factor 2 (15 points): Past Performance

Information to be considered when evaluating the Offeror's Past Performance includes:

- M.4.2.1.8 Do the past performances demonstrate that the Offeror has experience providing maintenance, operations, and enhancement services for projects of similar size, scope and complexity?
- M.4.2.1.9 Do the past performances demonstrate experience with SACWIS or other statewide health or human services applications?
- M.4.2.1.10 Do the past performances show the Offeror's ability to adapt project management and system development lifecycle methodologies to specific client requirements and environments?
- M.4.2.1.11 What was the quality of the knowledge transfer provided to client staff?
- M.4.2.1.12 What was the annualized turnover rate for the past performances?
- M.4.2.1.13 Do the past performances indicate whether the Offeror met any Service Level Agreements?
- M.4.2.1.14 Were the past performance response forms completed correctly and was all information provided?

M.4.2.2 Staffing (Maximum 25 Points)

Sub-factor 1: Key Personnel Qualifications (10 points)

Information to be considered when evaluating the Offeror's Key Personnel Qualifications includes:

- M.4.2.2.1 Do the Offeror's proposed Key Personnel meet the requirements as stated in **Section C.3.8**?
- M.4.2.2.2 What is the extent of SACWIS and other statewide health and human services systems experience that the Key Personnel possess individually and collectively?

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- M.4.2.2.3** Did the Offeror document the roles and responsibilities for all Key Personnel?
Sub-factor 2: Other Factors (15 points)
Information to be considered when evaluating other aspects of the Offeror's staffing qualifications includes:
- M.4.2.2.4** Is the Offeror's proposed organizational chart clear and does it present an adequate staffing model for the project?
- M.4.2.2.5** Did the Offeror document the labor categories, roles, and responsibilities for all non-Key Personnel? Are these labor categories, roles, and responsibilities appropriate for this project?
- M.4.2.2.6** Are non-Key Personnel named?
- M.4.2.2.7** Did the Offeror clearly document which staff members are employees of the Offeror, are subcontracted employees, or are independent contractors or consultants?
- M.4.2.2.8** Are contingent hires clearly listed and are letters of commitment provided for them?
- M.4.2.2.9** Has the Offeror clearly stated the percentage of time that all staff members will dedicate to the project?
- M.4.2.2.10** Does the Offeror, either by itself or in combination with any subcontractors, have access to a pool of additional resources to backfill staff?
- M.4.2.2.11** Are the staff retention practices clearly documented and are they suitable for this project?
- M.4.2.2.12** Do the experiences, education, training, and other information provided on the resumes adequately document whether each proposed staff member has the qualifications to work on the project?
- M.4.2.3** **Project Management (Maximum 10 Points)**
There are no project management sub-factors. Information to be considered when evaluating the Offeror's project management methodology includes:
- M.4.2.3.1** Has the Offeror described its project management methodology, discussed why it is relevant for the FACE.NET M&O project, and documented how it will be tailored to meet the requirements in **Section C**?
- M.4.2.3.2** Has the Offeror described adequate processes for subcontractor management, scope control, issue and risk management, escalation processes, communications and status reporting, quality control, and work and staff estimating processes?
- M.4.2.3.3** Has the Offeror documented the project management tools it will use and are these suitable for the project?
- M.4.2.4** **Technical Approach (Maximum 15 Points)**
There are no sub-factors for the Technical Approach. Information to be considered when evaluating the Offeror's Technical Approach includes:
- M.4.2.4.1** Did the Offeror respond to all of the **Section C** requirements?
- M.4.2.4.2** Did the Offeror provide a thorough approach to completing the requirements that is appropriate for the FACES.NET project?
- M.4.2.4.3** Did the Offeror provide evidence that its approach to meeting the requirements is based on prior experience with similar systems and is suitable for FACES.NET?
- M.4.2.4.4** Did the Offeror provide an adequate approach to completing the hypothetical example?

M.4.3 Price Evaluation (25 Points Maximum)

The price evaluation will be objective and contain the following two sub-factors:

Sub-factor 1 – CLINS 0001, 1001, 2001, 3001 and 4001 ONLY: Firm Fixed Price for Maintenance and Operations Services (12.5 points)

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

$$\frac{\text{Lowest fixed price among all Offerors}}{\text{Offeror's proposed fixed price}} \times 12.5 = \text{Price Points Awarded}$$

Sub-factor 2: Average Hourly Labor Rates for Labor Categories to Fund Additional Enhancements (12.5 points)

The Offeror with the lowest price for the average hourly rate will receive the maximum price points. The average hourly rate is equal to the average of the hourly rates across the three labor categories (CLINs 0002, 0003, 0004, 1002, 1003, 1004, 2002, 2003, 2004, 3002, 3003, 3004, 4002, 4003 and 4004 in **Section B.3**). All other proposals will receive a proportionately lower total score. The following formula will be used to determine each Offeror's evaluated price score:

$$\frac{\text{Lowest average price among all Offerors}}{\text{Offeror's average fixed price}} \times 12.5 = \text{Price Points Awarded}$$

M.4.4 Preference Points Awarded Pursuant to Section M.5 (12 Points Maximum)

M.4.5 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

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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*****