

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 106	
2. Amendment/Modification Number 5		3. Effective Date See 16 C	4. Requisition/Purchase Request No.		5. Solicitation Caption: Teen Bridge program
6. Issued By: District of Columbia Child and Family Services Agency Contracts and Procurement Administration 200 I Street, S.E., Suite 2030 Washington, DC 20003			7. Administered By (If other than line 6)		
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			<input checked="" type="checkbox"/>	9A. Amendment of Solicitation No. DCRL-2016-H-0034	
				9B. Dated (See Item 11)	
				10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code	Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input checked="" type="checkbox"/>	Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>1</u> copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
	A. This change order is issued pursuant to: 27 DCMR 3601-Par. 15 Change Standard Contract Provision The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation date, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of:				
	D. Other (Specify type of modification and authority) 27 DCMR, Chapter 20 Section 2008 Exercise of Options				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>1</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
1. Delete Amendment number 4 in its entirety and replace with Amendment number 5.					
2. Insert attached revised solicitation.					
3. Attached Congregate Care Budget Template -Teen Bridge Program.					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Tara Sigamoni		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia 		16C. Date Signed DEC 18 2015
(Signature of person authorized to sign)		(Signature of Contracting Officer)			



HUMAN CARE AGREEMENT

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1. CONTRACT NUMBER: DCRL-2016-H-0034	2. REQUISITION/PURCHASE REQUEST NO. N/A	3. PURCHASE ORDER/TASK ORDER NUMBER N/A	4. DATE OF AWARD See 13c
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5. ISSUED BY Child and Family Services Agency 200 I Street SE, Ste.2030 Washington, D.C. 20036	6. ADMINISTERED BY (If other than Item 5) See Section G
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7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)

8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Child and Family Services Agency cfsa.accounts@dc.gov Fiscal Operations 200 I Street SW, Ste.2030 Washington, DC 20003	9. DISTRICT SHALL SEND ALL PAYMENTS TO:
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10. DESCRIPTION OF HUMAN CARE SERVICE AND COST (TO BE COMPLETED BY CFS)

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
		See the attached SOW			SEE ATTACHED SCHEDULE B	
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						\$
GRAND TOTAL						\$

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: TBD	Ending Date: TBD
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated July 2010; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.

12. FOR THE PROVIDER/CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print) Name:	A. Name of Contracting Officer (Type or print) Name:	Title:	Title:
B. Signature of PROVIDER/CONTRACTOR, or representative:	C. Date:	B. Signature of CONTRACTING OFFICER:	C. Date:

SECTION B: SUPPLIES OR SERVICES AND PRICE

- B.1 The Government of the District of Columbia, Child and Family Services Agency (CFSA), is seeking the services of a Contractor or Provider, to provide Congregate Care Services.
- B.1.1 The District is not committed to purchase under this HCA any quantities of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to this HCA.
- B.1.2 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District, when and if ordered, the services specified in B.2 Schedule.
- B.1.3 There is no limit to the number of Task Orders that may be issued. The District may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.
- B.1.4 The District contemplates award of multiple Human Care Agreements (HCA) with economic price adjustments. Upon the issuance of a Task Order, the contractor will be compensated based on the fixed unit rates per client (per diem), fixed administrative rate and cost reimbursement for specific costs that are supported and substantiated by the contractor with a ceiling amount set forth in Price Schedules.

B.2 PRICE SCHEDULE

B.2.1 Therapeutic Group Home - Base Year

CLIN No.	Service	Per-Diem/Rate	Maximum Days	Minimum Units of Service	Minimum Amount	Maximum Units of Service	Maximum Amount
0001	Per Diem		365	1	\$N/A		\$
0002	Administrative Rate *	N/A	N/A	N/A	\$N/A		\$
0003	Cost Reimbursement	N/A	N/A	N/A	\$N/A		\$
	TOTAL				\$		\$

Traditional Group Home – Base Year

***NB: The Administrative Rate is to be divided into 12 equal amounts with 1/12 to be paid monthly.**

(Formula: Maximum/Minimum Unit x Per Diem Rate x Maximum Days = Maximum/Minimum Total Amount)

B.2.2 Economic Price Adjustment

The Contractor shall submit a single bid price for the contract base period. The District will adjust the unit bid prices either, upward or downward, as appropriate. Adjustments shall only be made annually at the time of exercise of options.

B.2.2 The District shall use the most current data available for the Consumer Price Index for all Urban Consumers (CPI-U) U.S. city average, All Items category, not seasonally adjusted. Congregate Care

B.2.3 CPIs do not correspond to a specific day, week or month but are for a single month and there is about a two-week lag from the reference month to the date on which the index is released (that is, the CPI for May is released in mid-June).

B.2.4 The following formula and index shall be used to determine the level of adjustment to the current contract price. The unit bid price at the date of contract award shall be the reference period from which changes in the CPI-U will be measured. The revised unit bid price shall be calculated as follows:

B.2.5 Consumer Price Index at time of adjustment, divided by the CPI-U, all items category at time of contract award, multiplied by the unit price will equal the adjusted unit price.

B.2.6 The increased contract unit price shall be effective on the effective date of the option term.

B.2.7 The Contracting Officer shall modify this contract:

- (1) to include the price adjustment and its effective date and
- (2) to revise the unit prices

B.2.8 Any price adjustment under this clause is subject to the following limitations:

- (1) Any adjustment shall be limited to the effect on unit prices of the increases or decreases in the unit prices as shown in the Price Schedule.
- (2) The aggregate of the increases in any contract unit price made under this clause shall not exceed 10 percent of the original unit price. There is no percentage limitation on the amount of decreases that may be made under this clause.

B.2.9 The Contracting Officer may examine the Contractor's books, records, and other supporting data relevant to the cost of labor (including fringe benefits) and material during all reasonable times until the end of 3 years after the date of final payment under this contract.

B.3 PAYMENT/REIMBURSEMENT METHODS

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

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

B.3.1 Congregate Care Daily Per-Diem

B.3.1.1 The Provider will be paid monthly for the negotiated congregate care daily per-diem as shown in Section B.2-Price Schedule CLINs 0001, 0001A, 0001B, and 0001C, which includes the costs of wages/salaries and fringe benefit of staff providing daily supervision.

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

B.3.2 Monthly Administrative Rate

B.3.2.1 The District shall pay the Provider a monthly administrative rate as shown in Section B.2-Price Schedule CLINs 0002, 0002A, 0002B, and 0002C. This pre-negotiated rate will be divided into 12 equal amount with 1/12 to be paid monthly. The administrative rate includes the following; portions of the administrative personnel salaries and the associated fringe benefits, occupancy for office and associated cost, travel and transportation, supplies and minor equipment, communication cost, other direct cost and the indirect cost/overhead cost, to be paid monthly without regard to number of children/youth placed during the month.

B.3.3 Cost Reimbursement

B.3.3.1 The Provider will be paid monthly on a cost reimbursable basis for the cost of negotiated budgeted line items and/or services that are not included in either the congregate care daily per-diem or the monthly administrative rate.

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

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

B.4 COST CEILING

B.4.1 CLINs 0003, 0003A, 0003B, and 0003C, of the HCA set forth the ceiling amount for the cost element of the HCA ("ceiling").

- B.4.2** The amount for performing this cost element of the HCA shall not exceed the ceilings specified in the CLINs 0003, 0003A, 0003B, and 0003C.
- B.4.3** The Provider shall notify the contract administrator, in writing, whenever it has reason to believe that the total amount for the performance of this HCA will be either greater or substantially less than the ceilings.
- B.4.4** As part of the notification, the Provider shall provide the contract administrator a revised estimate for the ceilings for performing the HCA.
- B.4.5** The District is not obligated to pay the Provider for amounts incurred in excess of the ceilings specified in the HCA and the contractor is not obligated to continue performance under this HCA (including actions under the Termination clauses of this HCA) or otherwise incur amounts in excess of the ceilings specified in the HCA, until the contracting officer notifies the Provider, in writing, that the ceilings have been increased and provides revised ceilings for performing this HCA.

No notice, communication, or representation in any form from any person other than the contracting officer shall change the ceilings. In the absence of the specified notice, the District is not obligated to pay the contractor for any amounts in excess of the ceilings, whether such amounts were incurred during the course of the HCA performance or as a result of termination.

If the contracting officer increases the ceilings, any amount the Provider incurs before the increase that is in excess of the previous ceilings shall be allowable to the same extent as if incurred afterward, unless the contracting officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- B.4.6** A change order shall not be considered an authorization to exceed the applicable ceilings, unless the change order specifically increases the ceilings.
- B.4.7** At any time or times before final payment and three (3) years thereafter, the contracting officer may have the Provider's invoices or vouchers and statements audited. Any payment may be reduced by amounts found by the contracting officer (1) not to constitute allowable payment as adjusted for prior overpayments or underpayments, or (2) not to constitute allowable, allocable, or reasonable costs. This section is subject to the Disputes provision of the HCA.

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

SECTION C: SCOPE OF SERVICE FOR CONGREGATE CARE PROGRAMS

C.1 BACKGROUND

C.1.1 The Government of the District of Columbia's Child and Family Services Agency (CFSA, or the Agency) is charged with protecting children and youth from abuse and neglect; and, for those needing to be removed from their homes, ensuring a foster care placement that can effectively support children and youth in achieving their goals of safety, permanence, and well-being. All children and youth deserve a permanent home and the nurturance and support of a loving family. CFSA continues to prioritize family based foster homes for young and older children alike: but recognizes that this may not always be an option, particularly for older youth.

The District of Columbia has experienced a decrease in the foster youth population based on the successful strategies associated with the Four Pillars Strategic Agenda. However, the foster youth who are in foster care and who are entering foster care present with complex needs including behavioral and mental health needs, co-occurring disorders and unresolved trauma, grief and loss that manifests in triggers and acting out their feelings. CFSA has a small number of youth who aggress, however a group home environment may be in their best interest versus a foster home. This creates a need for innovative and programming that support the needs of our foster youth without exacerbating their counterproductive behaviors used to cope with their feelings and needs.

CFSA is particularly challenged to provide an array of services for the diverse needs of the Pregnant and Parenting Teens in its care. While approximately 41% of the Teen Parents reside in family based care settings, a significant number of Teen Parents require group home or Independent Living arrangements. Meeting the needs of the Teen Parents and their dependent children is complex and requires the coordination of resources internal and external to CFSA. In 2010 14 states and the District of Columbia (40 per 1,000) had birthrates higher than the national average (34.3 per 1,000).

Congregate and Independent Living settings provide a valued service to older youth and teen parents and their dependent children in the District, It is critical that Providers are able to provide the daily care needs, parenting education and support, educational, vocational and employment guidance necessary to ensure that older youth, including Teen Parents, are able to successfully transition to adulthood and to provide for their dependent children after leaving foster care.

C.1.2 CFSA plans to utilize congregate care (or group care) services for those children and youth aged 13 to 21 whose needs cannot be met in a family based foster care setting. CFSA expects Providers of congregate care services to establish a structured treatment environment that will assist the child in achieving developmental, educational, social, and emotional goals, and to work just as diligently as Providers of family based foster care to support children and youth in achieving goals for permanence and well-being.

Providers of congregate care services shall provide children and youth with high quality services that promote a safe and stable foster care placement, encourage positive youth development, and support in achieving permanence. As such, CFSA expects that the congregate care programs will support the Agency in meeting the LaShawn A. v. Bowser Implementation and Exit Plan, CFSA's Four Pillars Benchmarks and the Older Youth Outcomes.

- C.1.3** Congregate care programs shall be responsive to the individual needs of the child or youth from the point of initial placement through achievement of his/her goals. CFSA expects Provider programs to address the placement needs of children and youth with minimal, if any, transfer across Provider Agencies. In partnership with CFSA, the Provider shall facilitate preparing the child or youth for successful step-down, or connection with a family member or significant individual the child has established a bond with, to progress toward permanency and/or successful independence and self-sufficiency.
- C.1.5** Congregate care programs shall be trauma informed and employ trauma focused interventions and services to meet the treatment needs of trauma exposed children and youth. Providers of congregate care shall be trained by CFSA or its designee and also provided by the congregate care facility to demonstrate the ability to effectively manage the behaviors of children and youth who are experiencing crisis. The Provider shall incorporate the values and principles of Trauma Systems Therapy into congregate care programs and work in partnership with CFSA and core service providers as part of the child or youth's treatment team.
- C.1.6** Providers of congregate care services shall demonstrate the use of teaming as a fundamental approach to serving children and youth. Program staff shall participate in CFSA team meetings as requested to include but not limited to; Family Team Meetings (FTM) Review, Evaluate, Direct Team Meetings (RED), Youth Transition Planning (YTP) and Trauma Team Meetings (TTM). Congregate care programs shall demonstrate the principles of family engagement and include family members and significant adults in service planning and provision for children and youth wherever possible and appropriate.

C.2 GENERAL REQUIRMENTS

- C.2.1** The Provider shall have the capacity to meet the individual needs of the child or youth from a safety, well-being, and permanence perspective. The Provider shall sustain a treatment environment and facilitate service delivery that assists the child or youth to stabilize and improve behavioral functioning to enable progress toward his or her goals.
- C.2.2** The Provider of Traditional Group Home Care shall serve those children and youth aged thirteen (13) to twenty-one (21) who may benefit from community based living, but require more structure than traditional foster family care. They do not present the need for therapeutic care, and are not developmentally appropriate for independent living programs. Providers must be able to serve lesbian, gay, bisexual, transgendered and questioning children and youth.
- C.2.3** The Provider of Therapeutic Group Home Care shall serve those children and youth aged thirteen (13) to twenty-one (21) presenting the need for a more therapeutic milieu as supported by DSM-V diagnosis and/or other clinical justification. The Provider shall, within a period of twelve (12) months or less, stabilize the child or youth, and effectively transition the individual to a less therapeutic level of care along the continuum of placement settings.
- C.2.4** The Provider of Independent Living Main Facility Programs shall serve youth aged sixteen (16) to twenty-one (21) that demonstrate the capacity to function adequately in a less supervised setting, and meet the developmental criteria for placement in this type of programming. Youth may enter a supervised, main facility independent living program at the age of sixteen (16).
- C.2.5** The Provider of Teen Parent Programs shall serve pregnant teens and teen parents, and the placement setting may be a group home or a main facility independent living program. The placement setting will depend upon the functioning and supervision level needed by the teen parent, or expectant teen. CFSA also seeks Providers that can provide this type of care to serve those pregnant and parenting teens that are in need of a therapeutic environment. CFSA seeks Providers that can prepare the pregnant or parenting teen to assist their dependent children to achieve early childhood development milestones. Providers are also expected to support the pregnant or parenting teen to acquire the educational and vocational benchmarks necessary to care for themselves and their children after leaving foster care.
- C.2.6** The Provide shall comply with any legislation focused on Foster Youth as applicable such as the Preventing Sex Trafficking and Strengthening Families Act, including providing any youth age 14 or older with a list of their rights, as well as a signed acknowledgement that the youth received the list.
- C.2.6.1** The provider shall display and/or provide each youth with the Human Trafficking Hotline number and community resources, and the CFSA Youth Ombudsman contact information.

C.3 DEFINITIONS

- C.3.1** *Abscondance* – When a child or youth is absent from the residence of a parent, or caregiver or facility without the knowledge or consent of the person(s) responsible for the child’s welfare; the whereabouts of the child or youth are unknown; and intent to run away has been established. Intent is established when plans to run away are verified through a written note or letter that discusses plans to run; a conversation with other individuals about running; a child has a history of running; or there is evidence of a precipitating incident (or other precipitating factors) that may have led to the behavior.
- C.3.2** *Aftercare* – Those services put in place post-foster care placement to support the child or youth in his or her subsequent phase of permanency or independence.
- C.3.3** *Agency* – the Child and Family Services Agency, or CFSA.
- C.3.4** *Behavior Management Plan* – A written document that targets the specific problematic behaviors of a child/youth, and the identified interventions in the placement setting that will encourage and support the child/youth in decreasing or eliminating the inappropriate behaviors that are interfering with success.
- C.3.5** *Case Manager* – The CFSA Social Worker, or child-placing, private agency Social Worker, assigned to a child or youth placed in foster care. The Case Manager is responsible for the development and implementation of a case plan to meet the child or youth’s permanency goal. The Case Manager acts as lead, and works in collaboration with the Provider to ensure the individual needs of the child or youth are being met through the prompt and effective delivery of services to fulfill the case plan requirements, and the comprehensive Individual Service Plan (ISP) or Youth Transition Plan (YTP), formerly known as the Individual Transitional Independent Living Plan (ITILP). In addition, the Case Manager will ensure all elements of the child/youths treatment plans are incorporated in the case plan.
- C.3.6** *Case Management* – The process by which a case plan is developed, implemented, and revised accordingly toward the achievement of the goals and objectives outlined in the case plan for the child or youth and his/her family.
- C.3.7** *Case Plan* – A written document developed by the Case Manager for and with a child or youth that has a child abuse or neglect case with CFSA. The plan outlines the goals and objectives for the child and family, with collaboration from the provider. The document delineates the roles and responsibilities of all parties involved in the execution of the case plan. Case plans are reviewed within CFSA’s established time frames to assess progress and identify barriers to meeting the plan’s goals and objectives and revise to support case plan goal achievement.
- C.3.8** *Child* – A child, or childhood, refers to the period between the stages of birth and puberty. For the purposes of this definition, the age range for a child is under 15.
- C.3.9** *Child Placing Private Agency* – A private agency contracted by CFSA and appropriately licensed in the service jurisdiction to provide “child placing” or “family based foster care” which includes case management and placement services.
- C.3.10** *Confidentiality* – The safeguarding of information regarding children, youth and families in accordance with the Health Information Portability and Accountability Act (HIPAA) laws, and all federal and District laws governing confidentiality.

- C.3.11 Congregate Care Services** – Term used by CFSA to describe the continuum of residential care provided in group settings for children and youth placed in foster care.
- C.3.12 Consultation and Information Sharing Framework** - CFSA implemented an overall, broad-based strategic framework to improve outcomes for children and families by working to ensure that children are safe, families are strengthened, child and teen developmental needs are met and children and teens have permanence. The Consultation and Information Sharing Framework using the Review, Evaluate, Direct (RED) teams is the infrastructure that supports the four pillars by aligning the strategic agenda and vision. It allows for all operationalized practices, tools, and assessments to be aligned to the outcomes desired through the four pillars.
- C.3.13 Core Service Agency (CSA)** - The Department of Behavioral Health (DBH) ensures DC residents receive high quality mental health services through a certification program for mental and behavioral health service providers. Mental and behavioral health services provided by Core Service Agencies are Medicaid-reimbursable.
- C.3.14 Discharge planning** – The process of planning for a child or youth’s exit from his/her current placement setting that takes place a minimum of thirty (30) days prior to discharge, and includes a plan for care and service supports needed by a child or youth and his/her family post-discharge.
- C.3.15 Facilitate** - To coordinate actions that ensure access to the services and carry out the case activities outlined in each child or youth’s ISP or YTP. The Provider’s “facilitation” ensures services are fully implemented for children and youth.
- C.3.16 Family-based Placement (or setting)** – Any setting in which children and youth are living in a licensed home with a family, and is not congregate or residential care. For example, family-based foster care, a natural or biological home, or approved placement with kin licensed by DCMR Chapter 60 regulations or the respective service jurisdiction.
- C.3.17 Family engagement** – Family engagement is the foundation of good casework practice that promotes the safety, permanency, and well-being of children and families in the child welfare system. Family engagement is a family-centered and strengths-based approach to partnering with families in making decisions, setting goals, and achieving desired outcomes. It is founded on the principle of communicating openly and honestly with families in a way that supports disclosure of culture, family dynamics, and personal experiences in order to meet the individual needs of every family and every child
- C.3.18 Family Team Meeting (FTM)** - Whenever possible, parents and family members must be given the opportunity to find solutions to situations that threaten the safety of children. Family Team Meetings (FTMs) are a process in which CFSA, family, relatives, friends, providers, and other professionals join together to develop a plan that ensures children are cared for and protected.
- C.3.19 Fictive kin** – Non-blood related individuals that perform activities and hold relationships com non to those of family members. These individuals are considered significant members of the child and family’s life
- C.3.20 Human Care Agreement (HCA)** – A written agreement for the procurement of a human care service pursuant to DC Official Code, Section 2-354.06.

- C.3.21 Individualized Education Plan (IEP)** – The written plan developed for the child or youth that identifies and outlines educational needs, corresponding services, and responsible parties and is incorporated into the ISP/YTP.
- C.3.22 Individualized Health Plan (IHP)** – The written plan developed for the child or youth that identifies and outlines the health needs and service delivery, and is incorporated into the YTP.
- C.3.23 Independent Living Program (ILP)** – A licensed, residential foster care program for youth aged 16 to 21 that present sufficient maturity to live without regular and continuous supervision and monitoring. Programming shall only be provided in a main facility.
- C.3.24 Individual Service Plan (ISP, also referred to as service plan)** - The written, comprehensive plan for a child or youth that specifically identifies all the goals, objectives, strategies, services, and responsible parties and resources required to address the assessed strengths and needs of the youth. The Case Manager develops the plan with the youth and with collaboration from the Provider and community-based providers as deemed appropriate (mental health, educational institutions and health providers) and leads periodic reviews that include the child or youth, and all relevant parties.
- C.3.25 Individualized Treatment Plan (ITP)** – The written plan developed for and with a child or youth that identifies and outlines the treatment needs, and is incorporated into the ISP/YTP. This plan shall include the specific services needed by the child or youth to meet their treatment goals, including the scope, frequency and duration of the services needed. Documentation of the service shall include: the name of the child or youth and Medicaid number (if available); name of Provider and professional credentials; the service provided, and the time, date, place, and length of the service; and a note describing how the services relates to the treatment goal and document progress after each contact with the child/youth.
- C.3.26 Mental and Behavioral Health Service Provider** – May be one of the following: a Department of Behavioral Health Cores Service Agency (CSA); a CFSA contracted vendor; a Crime Victims mental health provider; or a mental health provider through the Health Services for Children with Special Needs (HSCSN) network.
- C.3.27 Multi-disciplinary Team and “Teaming”**– A group of professionals representing various aspects of the child or youth’s well-being interests from a health, mental health, educational, life and social skills, and permanence perspective that collaborate toward meeting the needs of the child or youth through assessment and service planning and delivery. Parents, Foster Parents, Youth, mentors and relatives may also participate in one or more Multi-disciplinary or “Teaming” meetings as necessary to ensure that child/youth permanency plan is established in a timely manner and for older youth that a lifelong connections is clearly identified prior to the youth’s transition to adulthood. CFSA’s teaming process is a shared decision-making approach that is coordinated and primarily led by the Case Manager with the support of his/her supervisor. In most instances, the Case Manager leads the engagement process and the formulation of the team. There may be occasions in which another facilitator leads the team’s planning efforts. In cases such as that of an older youth, or a family nearing permanency, another member of the team may naturally or voluntarily assume the role of team leader. In each of these scenarios, the Case Manager retains primary responsibility for the direction and management of the case, including ensuring decisions made by the team are carried out by the responsible party.
- C.3.28 Permanent or “Lifelong” Connection** – An enduring connection established between the youth and at least one adult committed to a safe, stable and supportive relationship in order to provide lasting

support and guidance to the youth as he/she transition from foster care to self-sufficiency. This is a permanent connection that should last beyond the youth's involvement with CFSA. The adult may or may not be a family member.

- C.3.29 Positive Youth Development** – The life skills program managed by CFSA's Office of Youth Empowerment (OYE). The OYE administers the federally funded Chafee Foster Care Independence Program and prepares youth with the opportunities to access resources that support their acquisition of the skills necessary for self-sufficiency and independent living. PYD services are available to youth aged 16 to 21 years currently placed in foster care, or youth aged 18 to 21 that have been discharged from foster care prior to their 21st birthday.
- C.3.30 Post-Traumatic Stress Disorder (PTSD)** - An anxiety disorder that can develop after exposure to one or more traumatic events that threatened or caused grave physical harm; or a severe and ongoing emotional reaction to extreme psychological trauma.
- C.3.31 Provider Agencies (or Providers)** – Licensed, private agencies providing group or family based foster care services to children and youth placed by CFSA in foster care via a business agreement between the private agency and CFSA. The term Contractor is a synonym to the word Provider or Provider Agencies in this document.
- C.3.32 Quality Assurance** – The process for identifying gaps in services, evaluating and tracking the completeness and accuracy of service delivery based on compliance with statutory and regulatory requirements, and examining and monitoring the performance of staff.
- C.3.33 Qualified Provider** – A Provider of human services that has received a human care agreement as per a review process of organizational qualifications to deliver services.
- C.3.34 Resident** – A child or youth placed in foster care residing in a foster care placement setting.
- C.3.35 Shared Parenting** - The purpose of shared parenting is to ensure that the child's needs of nurturance and safety are met. Shared parenting represents a System of Care value by being an active partnership among important people in the child's life including birth parents, service providers and the child's social worker.
- C.3.36 Shared Parenting Environment** – A licensed, congregate care placement setting for pregnant and/or teen parents with dependent children. The facility adheres to the licensing regulations governing group homes (Chapter 62); and the programming requirements of independent living teen parent programs (Chapter 63).
- C.3.37 Step-down** – the term used for transitioning a child or youth from a more restrictive level of foster care to that which is less restrictive. For example, transition of a youth from a therapeutic group home to a traditional group home or an independent living program. Or, transition of a child from a group home to a family based foster care setting.
- C.3.38 Task Order** – An order for services placed against an established human care agreement.
- C.3.39 Teen Parent Program** – A structured instructive and supportive program for pregnant and parenting teens placed in foster care with dependent children.

- C.3.40 *Therapeutic Group Home Care*** – Intensive, therapeutic residential care delivered by appropriately credentialed personnel who provide evidenced-based therapeutic techniques and interventions in a licensed, group home environment for children and youth aged 13 to 21 placed in foster care.
- C.3.41 *Traditional Group Home Care*** – Less restrictive, but structured, treatment provided in a licensed, group home environment for children and youth aged 13 to 21 placed in foster care.
- C.3.42 *Trauma Focused Care*** - Trauma focused care incorporates evidence based and best practice treatment models that have been proven to facilitate recovery from trauma. Trauma focused care directly addresses the impact of trauma on an individual's life and facilitates trauma recovery. It is designed to treat the actual consequences of trauma. All trauma focused treatment models should be delivered within the context of a relational approach based upon the empowerment of the survivor and create the feeling of safety.
- C.3.43 *Trauma Informed Care*** - Trauma informed care is grounded in and directed by a thorough understanding of the neurological, biological, psychological, and social effects of trauma and the prevalence of these experiences in persons who receive mental health services. It takes into account knowledge about trauma — its impact, interpersonal dynamic, and paths to recovery — and incorporates this knowledge into all aspects of service delivery. Trauma informed care also recognizes that traditional service approaches can re-traumatize consumers and family members. Additionally, trauma informed care is a person-centered response focused on improving an individuals' all around wellness rather than simply curing mental illness
- C.3.44 *Trauma Systems Therapy(TST)*** -Trauma Systems Therapy is a model for children and adolescents who have been exposed to trauma, defined as experiencing, witnessing, or confronting "an event or events that involved actual or threatened death or serious injury, or a threat to the physical integrity of self or others". TST focuses on the child's emotional and behavioral needs as well as the environments where the child lives (home, school, community).
- C.3.45 *Trauma Team Meeting (TTM)*** - A TTM brings together people who are concerned about a traumatized child or youth to decide what treatment interventions/approaches/modalities should be used to regulate the child/youth. The TTM's are used within the Trauma Systems Therapy model.
- C.3.46 *Units of Service*** – Term used for the purpose of billing for services delivered by a Provider to a client, in this case a child or youth placed in care by CFSA.
- C.3.47 *Youth*** - Youth is the period between childhood and adulthood, described as the period of physical and psychological development from the onset of puberty to maturity and early adulthood. Definitions of the specific age range that constitutes youth vary. For the purposes of this document, the age range for a youth is age 15 to 21

C.3.48 Youth Transition Plan - The written, comprehensive plan that specifically identifies all the goals, objectives, strategies, services and responsible parties and resources to address the assessed strengths and need areas of a CFSA child or youth. The tool kit shall be completed in accordance with CFSA's transition planning policy. The Case Manager shall develop the plan with the youth and with collaboration from the Provider and community based service delivery systems as deemed appropriate (e.g. mental health, educational institutions and health providers), and leads periodic reviews that include the child or youth, and all relevant parties. This plan has more focus on independent living skill goals and objectives than an ISP. Formerly known as the ITILP. This plan template is outlined in the Foster Club Toolkit.

C.4 TARGET POPULATION

- C.4.1** CFSA shall utilize Congregate Care placement services for children and youth aged thirteen (13) to twenty-one (21) that enter foster care due to abuse and neglect whose needs cannot be met in a Family Based Foster Care setting.
- C.4.2** The Provider of Traditional Group Home Care shall serve those children and youth aged thirteen (13) to twenty-one (21). Children and youth between the ages of thirteen (13) through seventeen (17), shall be served in a setting separate and apart from those aged eighteen (18) to twenty-one (21). The Provider shall serve male children and youth in facilities separate from female children and youth.
- C.4.2.1** The Provider of Traditional Group Home Care shall serve children and youth that may benefit from a community based setting, but with minimal need for substantive, on-site, clinical intervention in the group home. Behaviors most appropriately served include those typical of children and youth having suffered abuse and neglect, and warrant the need for structured treatment with basic mental health supports
- C.4.2.2** The Provider of Traditional Group Home Care may serve children and youth first entering foster care; transferring into this level of care from a more therapeutic level once improved behavior and cognitive functioning has been achieved; or, with less frequency, transitioning back from a treatment setting if the child or youth has made significant strides in functioning.
- C.4.2.3** While all Providers are expected to serve lesbian, gay, bisexual and transgendered children and youth, CFSA seeks services that specifically serve these youth within a Traditional Group Home Care environment. CFSA will consider business plans submitted to specifically serve this target population. Programs must ensure that each home (facility) is biologically, gender-specific to serve either males or females.
- C.4.2.4** CFSA seeks innovative services that can accommodate sibling groups within a Traditional Group Home Care environment. CFSA will consider business plans to serve this target population which may include children under the age of thirteen (13), as well as the age range specified for group homes. Staffing ratios proposed must meet licensing requirements for targeted age groups.
- C.4.3** The Provider of Therapeutic Group Home Care shall serve those children and youth aged thirteen (13) to twenty-one (21). Children and youth between the ages of thirteen (13) through seventeen (17) shall be served in a setting separate and apart from those aged eighteen (18) to twenty-one (21). The Provider shall serve male children and youth in facilities separate from female children and youth.
- C.4.3.1** The Provider of Therapeutic Group Home Care shall serve children and youth presenting a DSM-V diagnosis (excluding adjustment disorder). This target population often exhibits emotional and/or

behavioral conditions requiring a higher level of structure, supervision, behavior management/modification, and clinical intervention. Behaviors may include, but not be limited to, poor impulse control, substance abuse, sexual deviance, mental illness, abscondence, aggression, and affective disorders such as "Post-Traumatic Stress Disorder" and depression.

- C.4.3.2** The Provider of Therapeutic Group Home Care may serve children and youth first entering foster care; transferring into this level of care from a less restrictive level of care due to demonstrated need for a more therapeutic environment; or transitioning back from a treatment setting.
- C.4.4** The Provider of an ILP shall provide a Main Facility to serve youth aged 16 to 21 that are ready for more independence than allowed for in a group home environment. The Provider of this program shall ensure on-site supervision in the main facility. While youth may enter at age sixteen (16), CFSA will use this programming only for those youth that have demonstrated achievement of YTP objectives and those admission and placement criteria outlined in 29 DCMR Chapter 63 Section 6339. Behaviors include those typical of youth having suffered abuse and neglect, and warrant the need for structured programming with mental health supports.
- C.4.4.1** CFSA also seeks innovative services that can accommodate higher functioning ILP residents within a "Shared Housing Model". CFSA will consider business plans to serve a target population of enrolled students and/or employed young adults. The young adult should have a schedule that includes full-time employment or educational endeavors (college or preparatory vocational program), or a combination thereof that constitutes a full-time schedule. The program shall serve young adults aged eighteen (18) to twenty-one (21), or in the rare instance of a full-time college student aged seventeen (17).
- C.4.5** The Provider of Teen Parent programs shall serve pregnant or Teen Parents who are children or youth in foster care whose behaviors include those typical of children and youth having suffered abuse and neglect; and who are also expecting a dependent child, and/or have a dependent child or children. Dependent children are not considered residents for the purposes of per diem payment for placement services. The contractor shall pay the resident teen parent an additional monthly stipend per dependent child as per 29 DCMR Section 6332.4 if a child or children reside with the teen parent.
- C.4.5.1** The Provider of a Teen Parent Program shall provide Congregate Care Teen Parent Programs programming in an ILP Main Facility setting to pregnant or teen parents aged 16 to 21 that require supervised setting, but can function semi-independently.
- For those teen parents that are in need of more structure, or who can benefit from living in community with other teen parents, the contractor shall provide a shared parenting environment. The environment shall provide the teen parents with space to engage in positive parent/child play interactions conducive to developmental bonding/learning to include but not limited to play areas suitable for infants and toddlers regardless of whether the services are provided in a Traditional Group Home or ILP. The Provider shall describe its model in its business proposal.
- C.4.5.2** The facility shall meet the licensing guidelines for a group home (29 DCMR Chapter 62), and the programming requirements of a teen parent independent living program (29 DCMR Chapter 63). This environment may be suitable for those teen parents in need of more structure, or who can benefit from living in community with other teen parents.
- C.4.5.3** The Provider of a Teen Parent Program may also be required to serve those pregnant or teen parents that present an Axis I diagnosis (excluding adjustment disorder), and are in need of a more

therapeutic milieu with their dependent children. This target population often exhibits emotional and/or behavioral conditions requiring a higher level of structure, supervision, behavior management/modification, and clinical intervention. Behaviors may include, but not be limited to, poor impulse control, substance abuse, sexual promiscuity, mental illness, abscondance, aggression, neglect or inappropriate parenting of dependent children and affective disorders such as "Post-Traumatic Stress Disorder" and depression. The Provider shall, within a period of twelve (12) months or less, stabilize the teen parent, and effectively transition the individual and their children to a less therapeutic level of Teen Parent Program. The Provider shall submit status updates on the progress of the teen parent as well as the non-ward child (ren).

C.5 SPECIFIC PROGRAM and SERVICE REQUIREMENTS

C.5.1 Case Planning

C.5.1.1 CFSA or Child Placing Agency Social Worker maintains case management responsibility via an assigned Case Manager. The Provider shall support the activities of the Case Manager in the case planning process in the achievement of safety, permanency and well-being objectives for the child or youth, and for ensuring the well-being of the teen parent's dependent child (ren) where applicable.

Note: Child Placing Agency with case responsibility who places the youth in the Congregate Care Provider Program retains case responsibility for the youth until the case is transitioned to the CFSA Office of Youth Empowerment.

C.5.1.2 The Provider shall support the case plan objectives by providing supportive assistance to complete family and sibling, and non-custodial parent visits where appropriate and facilitate lifelong connections.

C.5.1.3 The Provider shall ensure that its staff, the children and youth themselves, and any significant family members and/or significant individuals, are actively involved in the case planning process. The Provider of Teen Parent programs shall ensure that its staff, the teen parent and their dependent children as appropriate and any significant family members and/or significant individuals, including the non-custodial parent, are actively involved in the case planning process.

C.5.1.4 The Provider shall participate in all CFSA conferences, reviews, meetings, and court hearings pertaining to case planning, treatment, placement setting, permanency, and family resources, to include, at a minimum, all Quality Service Reviews (QSR's), RED teams, multi-disciplinary, ISP/YIP, and other related reviews.

C.5.1.5 The Provider shall participate in CFSA reviews and court hearings by phone, only when absolutely necessary.

C.5.1.6 The Provider shall ensure completion of the transition tool kit in accordance with CFSA's transition planning policy.

C.5.1.7 The Provider shall complete the ISP in accordance with the requirements of 29 DCMR Chapter 62.

C.5.2 Service Planning

- C.5.2.1** The Case Manager shall take the lead while collaborating with the Provider to develop the Youth Transition Plan (YTP) that includes the following components: Behavior Management Plan (BMP), Individualized Treatment Plan (ITP), Individualized Education Plan (IEP), Individualized Health Plan (IHP), addresses preparation for transition from care, as well as any additional elements outlined in 29 DCMR Chapter 63 Section 6341 "Initial ITILP and subsequent ITILP"
- C.5.2.2** The Provider shall work with the child or youth to meet his/her YTP objectives by providing a structured treatment environment that assures curative care, designated treatment and appropriate service referrals and linkages including services specific to, financial literacy, household and budget management, educational and vocational counseling, parenting, child development education, parent/children interaction therapy and early childhood education specific to his/her current situation and the needs of his/her dependent children where applicable, and participation in progress review and planning.
- C.5.2.3** The Case Manager shall collaborate with the Provider to convene a multi-disciplinary team for regularly scheduled YTP reviews for children and youth in its care that include the Case Manager, the Provider's most relevant staff managing service planning, any pertinent professionals in the assessment and/or service delivery array, the child or youth, and any pertinent family members.
- C.5.2.4** The Provider shall provide CFSA with documentation on all service related developments for each child or youth placed in its care. See Section C.6.10, of this agreement for documentation requirements.

C.5.3 Service Array

As part of, and in addition to, basic services outlined in 29 DCMR Chapter 63, the Provider shall deliver this array of services as part of an overall strategy for meeting the needs for positive physical, social and emotional development. The services must be appropriate to the age, gender, sexual orientation, cultural heritage, and the developmental and functional level of the youth. The services shall include those outlined in the individualized service plan for each child or youth, and be based on any assessments completed. The service array shall include, among others, the following services:

- C.5.3.1** Daily structured programming;
- C.5.3.2** Behavior management system;
- C.5.3.3** Mental health and substance abuse services and supports, such as individual and group counseling, crisis intervention, medication management;
- C.5.3.4** Health care services and coordination;
- C.5.3.5** Educational, vocational support and employment services;
- C.5.3.6** Therapeutic recreation;
- C.5.3.7** Family services, to include visitation and building permanent connections;
- C.5.3.8** Life and social skills development;
- C.5.3.9** Positive enrichment activities
- C.5.3.10** Alternative types of community activities such as attending yoga;
- C.5.3.11** Nutritional meals that address the clients dietary needs;
- C.5.3.12** Physical activities;
- C.5.3.13** Community connections;
- C.5.3.14** Transportation services;
- C.5.3.15** Parenting skills training, early childhood development and learning and parent

C.5.3.16 child/recreation activities for pregnant and parenting teens; and,
Site Monitoring.

C.5.4 Daily Structured Programming

C.5.4.1 The Provider shall establish and ensure a structured routine and schedule of events and activities based upon the developmental learning level of the youth (and where applicable, her/his corresponding dependent child) that promotes healthy development and improves social and behavioral functioning. The routine and schedule should incorporate all elements outlined in this "Specific Service Requirements" section. Children or youth should have minimal, if any, periods of unstructured time in their daily routine. For Teen Parent structured periods should include opportunities to engage in early childhood learning and play activities with their dependent children and to engage in positive social activities with peers.

C.5.4.2 The Provider shall develop, and submit as part of its business plan, a sample routine and schedule that will be provided on a daily, weekly, monthly, and annual basis. CFSA will incorporate this plan into its contract with the Provider in terms of the enrichment activities, skills development training, psycho-educational groups, parent education, home management exercises, recreational services, educational supports, and other structured activities and services the Provider proposes to offer the youth resident.

C.5.5 Behavior Management System

C.5.5.1 The Provider shall develop and implement a comprehensive positive youth development and trauma informed approach including a behavior management system that outlines policy and protocol for all children and youth placed in the congregate care environment. The Provider shall fully describe in its business plan the approach to managing the child or youth's ability to progress within the established rules and norms of the program. This plan must include the modality to be used, for example, evidence based practice model or an incentive-based point system, and the specifics of how this will be applied.

C.5.5.2 The Provider shall develop a Behavior Management Plan (BMP) for each youth that notes progress in behavior both positive and negative. The Provider shall include goals and objectives in the plan that address any maladaptive behaviors that may hinder the individual from functioning well in the congregate care placement, school, with family, or in the community. The Provider shall review and update the plan periodically in the context of the service plan and/or treatment plan reviews.

C.5.5.3 The Provider shall employ behavior management techniques to assist the youth with behavior problems in understanding the consequences of inappropriate behavior and minimize the negative side effects that interfere with the youth's personal development, capacity to parent and community integration. Behavior management shall develop, restore, manage and maintain the child or youth's mental or emotional growth and teach and reinforce appropriate behaviors.

C.5.5.4 The Provider shall facilitate the youth's identification of "triggers" that may initiate counterproductive emotional or behavioral responses and support the youth's development and implementation of an emotional regulation plan.

C.5.5.5 The Provider shall administer a monetary allowance stipend for children and youth placed in care in accordance with provisions of Chapter 29 DCMR 6332. The Provider shall describe the system to include the specifics of allowance disbursement and fostering of banking/savings

skills and demonstrate its connection to the youth's acquisition of home and budget management and life decision-making skills consistent with the youth transition plan. The Provider should outline the costs associated with allowances in schedule __ of the budget submission. All costs and policies shall be aligned with CFSA related protocols.

C.5.6 Mental and Behavioral Health Services and Supports

- C.5.6.1** The Case Manager, in consultation with CFSA's Clinical Health Services Administration (CHSA), Clinical and Health Services Administration (CHSA), shall address mental health needs and plans for each child in collaboration with the DC Department of Behavioral Health (DBH) via a network of sub-contracted Medicaid (preferred) or non-Medicaid Providers (if deemed necessary). The Provider shall assist in the facilitation of assessment and provision of the mental health services as outlined in a child or youth's Individualized Treatment Plan (ITP). The ITP is a component incorporated into the Individualized Service Plan (ISP) for the child or youth.
- C.5.6.2** The Provider, as part of the multi-disciplinary team, shall participate in the development and implementation of an Individualized Treatment Plan (ITP) that identifies and outlines the services needed for children or youth placed in care and in applicable cases, support them in successfully carrying out their parental responsibilities. The ITP shall be based on the information derived from the evaluation and assessment conducted by the Mental Health Service Provider; shall include present level of functioning in the domains mentioned above; shall maintain treatment objectives in measurable terms; shall indicate the specific services and supports necessary to meet the unique needs of the child or youth; and shall include names and titles of persons responsible for implementing the ITP. The ITP must be signed by an appropriate clinician such as a psychiatrist, psychologist, licensed professional counselor; or, a licensed independent social worker or licensed graduate social worker, under the supervision of a psychiatrist, psychologist or Licensed Independent Clinical Social Worker (LICSW).
- C.5.6.3** The Provider shall ensure transportation to and documentation of any individual or group mental health counseling or psychotherapy services obtained, in accordance with a child or youth's ITP, that includes face-to-face intervention by an appropriate clinician such as a psychiatrist, psychologist, licensed professional counselor; or, licensed independent clinical social worker or licensed graduate social worker, under the supervision of a psychiatrist, psychologist, or LICSW.
- C.5.6.4** The Provider shall provide on-site, individual and group counseling (no more than 8 children or adolescents to 1 professional) that is psycho-educational in nature to address, but not be limited to, the following topics:
- C.5.6.4.A** Grief, loss and separation counseling - to assist the child with abnormal or complicated grief, loss and separation reactions to help separation, prolonged grief, and/or address masked somatic or behavioral symptoms as a result of the grief responses to significant losses including parents, siblings, children, or relationships with significant individuals in their lives.

- C.5.6.4.B** Anger management techniques and training – to assist in managing “anger”, which is a normal, natural reaction to situations that cause disappointment, hurt, frustration, sadness, and other negative emotions related to social and parent/child interaction.
- C.5.6.4.C** The counseling outlined by Section C.5.6.4 of this section, refers to counseling that is “psycho-educational” in nature, and shall be made available to all residents.
- C.5.6.5** The Provider shall employ crisis prevention and intervention services to stabilize and assist the child or youth in returning to his/her pre-crisis level functioning when having experienced emotional and/or behavioral turmoil. The Provider shall have staff trained in trauma focused de-escalation techniques in order to foster a curative environment such that the need to seek external provision of such services is only in rare cases of extreme outburst or instability. Training shall be provided by certified instructions
- C.5.6.6** The Provider shall employ medication management techniques that can review with the child or youth and caregiver the symptomatology of the illness; educate the child or youth and his/her caregiver regarding the benefits and side effects of the child or youth’s medication; instruct and assist the child or youth and caregiver in the self-administration of the medication; and observe the child or youth’s vital signs and level of performance to ensure that adverse side effects are minimized. A physician or registered nurse (RN) shall provide medication management. Provider of Teen Parent Programs shall educate the teen parent on the appropriate administration of over the counter and prescribed medications to their dependent child(ren).
- C.5.6.7** The Provider shall facilitate access, service linkages and monitoring of these services to assist and enable the child or youth to receive services authorized in the ITP; coordinate the performance of the evaluations and assessments; facilitate and participate in the development, review and evaluation of the ITP; assist and identify available service providers, and coordinate the provision of services with health care professionals.
- C.5.7 On-Site Mental and Behavioral Health Counseling for Therapeutic Teen Parent Programs and Therapeutic Group Homes**
- C.5.7.1** The Provider of Therapeutic Group Home programs shall provide on-site, individual or group mental health counseling/ psychotherapy services in accordance with a child or youth’s ITP, that includes face-to-face intervention by an appropriate clinician such as a psychiatrist, psychologist, licensed professional counselor; or, licensed independent clinical social worker or licensed graduate social worker, under the supervision of a psychiatrist, psychologist, or LICSW. These services shall be coordinated by the Provider’s Clinical Coordinator, the assigned Case Manager, CFSA’s CHSA and in collaboration with any external practitioners indicated by CFSA.
- C.5.8 Health Care Services**
- C.5.8.1** The Provider, in collaboration with the Case Manager, and the CFSA’s CHSA shall plan, facilitate, and coordinate all preventive, routine, and emergency health care needs for each child or youth in coordination with the child or youth’s IHP and the CHSA. All services will be initiated with DC Medicaid Providers to the extent possible. The Provider of Teen Parent programs in collaboration with the Case Manager and CHSA, shall assist the teen parent to plan and coordinate all preventive, routine and emergency health care needs for the dependent child/children of each youth in their care.

- C.5.8.2** The Provider shall collaborate with the CHSA to ensure an Individualized Health Plan (IHP) is developed and included in the youth's YTP. The IHP shall fully identify health needs, and describe the services required to meet these needs. The Provider of Teen Parent programs in collaboration with the Case Manager and CHSA shall assist the teen parent to plan coordinate all preventive, routine and emergency health care needs for the child/children of each youth in their care.
- C.5.8.3** The Provider, in collaboration with the Case Manager, shall follow CFSA's referral process to access medical services and for communicating appointment outcome information to CFSA.
- C.5.8.4** The Provider shall follow CFSA's methods for securing, in a timely manner, all medically recommended health and therapeutic services including, but not limited to, medication, physical and occupational therapy, glasses, hearing aids, prosthetic devices, and corrective physical and dental devices.
- C.5.8.5** The Provider, in collaboration with the Case Manager and the CHSA, shall facilitate the provision of physician-prescribed in-home nursing and/or any other specialized health services in accordance with the case plan and Individualized Health Plan and sanctioned by the CHSA.
- C.5.8.6** The Provider of Teen Parent programs, in collaboration with the Case Manager, shall refer all pregnant youth to the CFSA's Clinical and Health Services Administration. The CHSA will coordinate, with the Case Manager, appropriate community-based prenatal care through a Medicaid Obstetric and Gynecological Provider for all youth in need of and seeking such services. The CHSA will coordinate with the Case Manager to appropriate early childhood health and educational services for the dependent children of the youth in the care of the Provider.
- C.5.8.7** The Provider shall, in an emergency, facilitate transport and accompany the child or youth (the dependent child/children of the teen parent where applicable) to the nearest medical facility, as well as provide the facility with Medicaid information. The Provider or CFSA staff shall remain with the child or youth for the duration of any emergency treatment. The Provider shall notify the CHSA as soon as possible. The Provider shall notify the CHSA through the 24-hour on-call phone: 202- 498-8456. The Provider shall not consent to treatment. In a true life-threatening emergency, the emergency room staff will initiate treatment.
- C.5.8.8** The Provider shall include in its training plan a module that prepares staff on the health care topics to include, among others, the following: HIV/AIDS, communicable diseases, universal precautions, nutrition, diabetes, dental/oral care, asthma. Providers of Teen Parent programs will also include staff training on well baby/child care and Early Periodic Screening, Diagnosis, and Testing (EPSDT).
- C.5.8.9** The Provider shall follow CFSA's guidelines for youth affected by HIV and AIDS.
- C.5.8.10** The Provider shall ensure on-call availability of a physician for emergent and urgent services and consultations.
- C.5.8.11** The Provider of Teen Parent programs shall ensure that the parenting teen provides preventive, routine, and emergency health care to dependent children.

C.5.8.12 The Provider shall prepare nutritional meals that address the dietary needs of the youth/child and provide opportunities for physical activities.

C.5.9 Educational and Vocational Services

C.5.9.1 The Provider shall be responsible for meeting the educational and vocational needs of all children/youth placed in its care. In collaboration with the Case Manager and the Office of Youth Empowerment, the Provider shall arrange for and ensure that each school-aged resident attends an educational or vocational program in accordance with all applicable federal, state and local laws and the youth's YTP and IEP.

C.5.9.2 The Provider shall be responsible for enrolling and transporting all school-age youth to any educational, extra-curricular, vocational, employment and/or mentoring activities, unless otherwise provided by the school district or another community-based service provider.

C.5.9.3 The Provider shall ensure that youth who are no longer required to attend school under the District of Columbia's or local jurisdiction's Compulsory Education Law receive directly, or are appropriately linked to, a continuing education or vocational training or employment program in preparation for economic independence.

C.5.9.4 The Provider shall maintain the youth's, and where applicable their dependent children's, educational records; including, but not limited to, report cards, educational testing and IEP's. The Provider shall make copies of all educational information available to CFSA on a monthly basis; or more often if the Provider receives pertinent information between monthly reviews.

C.5.9.5 The Provider shall ensure that all youth, and where applicable their dependent children, in need of Special Education receive assessment by the assigned school, or another authorized Special Education evaluator approved by the District of Columbia Public Schools (DCPS). In coordination with the Case Manager, the Provider shall participate in all meetings held at the youth's local school in order to develop and/or enhance the IEP.

C.5.9.6 The Provider shall comply with education policies set forth by Office of the State Superintendent of Education, DCPS or those established by the jurisdiction of residence and CFSA regarding the provision of special education services and other guidance on a variety of education-related topics. The CFSA Office of Well Being is available for consultation and assistance in this area.

C.5.9.7 The Provider shall facilitate educational enrichment programs and activities for youth that address their individual needs and link them to access resources, where applicable, which address the developmental and educational needs of their dependent child or children.

C.5.9.8 The Provider shall assist with identifying those educational duties and responsibilities for which congregate care staff and/or Office of Well Being or the Office of Youth Empowerment (OYE), staff will be accountable (e.g., attendance at school conferences, provision of school supplies, assistance with homework, regular contact with teachers). The plan shall also include a description of the educational equipment provided to youth to assist and enrich educational endeavors such as provision of computers, adequate study areas, in-home tutoring (paid or non-paid), and other assistance. The Provider shall provide school supplies.

C.5.9.9 The Provider shall facilitate tutoring, mentoring, and other remedial and advocacy services on-

site, via community-based providers, or via CFSA's Office of Well Being. The Provider shall document the provision and quality of the service.

C.5.9.10 The Provider shall ensure youth, and where applicable their dependent children, presenting any educational limitations, and or meeting criteria listed below, are linked and receive tutorial/remedial services:

C.5.9.10.A Two or more grade levels behind age-appropriate academic performance;

C.5.9.10.B Reporting grades of D's or F's;

C.5.9.10.C Services recommended by IEP;

C.5.9.10.D Services recommended by school;

C.5.9.10.E Services recommended by a psychological evaluation, or;

C.5.9.10.F Services recommended by the ISP.

C.5.9.11 CFSA encourages the provision of mentoring services for all children and youth being cared for in congregate care settings. The Provider shall work to develop innovative provision of mentoring services that are community-based, linked to professional groups, and/or are on a volunteer basis. Mentoring services should be supplemental activities to tutoring and recreational endeavors already provided by the congregate care program. CFSA seeks innovative design of services that are supplied by the Provider with minimal, or no cost, to CFSA.

C.5.9.12 The Provider shall inform and document for CFSA all pertinent educational information for the purposes of data collection, monitoring, and inclusion in case records and pertinent education and service plans.

C.5.9.13 The Provider shall link youth to vocational services as per any service objectives set forth in the youth's YTP. These services shall include vocational assessment and training programs.

C.5.9.14 The Provider shall actively support educational planning with the youth.

C.5.10 Therapeutic Recreation

C.5.10.1 The Provider shall facilitate recreational programming for children and youth that includes positive, pro-social recreational activities that reduce the risk of engaging in antisocial behaviors, and serves as a protective factor as they permanently transition from foster care to the community. Providers of Teen Parent Programs will facilitate recreational programming that promotes positive parent/child interaction.

C.5.10.2 Programs shall ensure access to recreational activities that spark the youth's interest, enhance self-confidence, and nurture the development of hobbies that may serve as a long-term activity. The Provider shall ensure sufficient recreational supplies, equipment and activities. Participation in music, arts and sports is encouraged. The Provider's programming shall provide weekly recreation and experiential outings as part of their schedule of activities, to include both group and individual outings. Providers of Teen Parent programs shall ensure that recreational activities promote parent child bonding, The Provider shall include a description of its recreation program as part of its business plan.

C.5.11 Family Visitation and Building Permanent Connections

- C.5.11.1** The Provider shall work collaboratively with the assigned Case Manager to develop a plan for visits between the child or youth and his/her siblings and other family members including fictive kin that is in accordance with case plan requirements, and is appropriate considering family circumstances. For Providers of Teen Parent programs, visitation plans will include wherever possible, the non-custodial parent of the dependent children
- C.5.11.2** The Provider shall provide supportive assistance in facilitating visits between the youth and his/her family members to include parents, siblings, and/or other significant persons including the fictive kin when appropriate, in settings that are conducive to positive family interaction. The Provider of Teen Parent programs shall also facilitate and support visits with the non-custodial parent of the dependent child(ren) as appropriate.
- C.5.11.3** The Provider shall collaborate with the Case Manager and OYE as appropriate in developing permanent connections between youth and a significant individual in the youth's life who can serve as a permanent resource.
- C.5.12 Life and Social Skills Training and Development**
- C.5.12.1** The Provider shall ensure programming that includes a comprehensive curriculum that includes those life, financial literacy, household and budget management and social skills outlined in 29 DCMR Chapter 63 Section 6330.7.
- C.5.12.2** The Provider shall facilitate group and individualized life skills sessions as part of its programming. The prospective Provider shall submit an overview of the curriculum, training and assessment as part of its business plan. The provider shall ensure that residents are involved in completing the ESCROW program and enrolling and actively participating in the Matched Savings Program offered by CFSA
- C.5.12.3** The Provider shall ensure that residents aged fifteen (15) and older are enrolled and actively participating in OYE's Independent Living Program.
- C.5.12.4** The Provider shall develop curriculum that provides residents an opportunity to consistently apply the expectations and milestones for older youth.
- C.5.12.5** The Provider shall facilitate employment assistance and job coaching for the youth. The Provider shall ensure the youth is attending employment schedule and provide transportation or transportation support as necessary. Providers of Teen Parent programs shall facilitate access to licensed day care providers for the dependents of the youth residents.
- C.5.12.6** The Provider shall link youth to vocational services as per any service objectives set forth in the youth's YTP. These services shall include vocational assessment and training programs offered through the Office of Youth Empowerment.
- C.5.12.7** The Provider shall ensure that residents are involved in youth completing the ESCROW program, and ensure enrollment and actively participating in CFSA's Matched Saving Program.
- C.5.13 Community Connections**
- C.5.13.1** The Provider shall ensure that youth develop skills for living successfully in the community. The program shall make community resources available to children and youth, and encourage

participation and involvement in community based programming. Volunteer civic activities, use of public agencies/services such as the local library and health clinic, early childhood development programs and recreational activities at a local gym or community center are some examples of such skills. The Provider shall include a description of the model for developing community connections in its business plan, and the community resources it plans to utilize.

- C.5.13.2** The Provider shall ensure that every youth has an opportunity to participate in religious services of his/her choice, or to refrain from religious practice if so desired. The Provider shall make meal choices or alternatives available that respect the religious practices of youth. The Provider should mention any relationships it has with churches or religious groups in its business plan.
- C.5.13.3** The Provider shall link youth with organizations that can provide education and support services for any gay, lesbian, bisexual, transgender and questioning children and youth in need of these services.
- C.5.14 Transportation**
- C.5.14.1** The Provider shall specify in its business plan how transportation will be facilitated for youth.
- C.5.14.2** The Contractor shall comply with all required Federal, State, District or Municipal regulations that are required to perform transportation services during the term of the contract.
- C.5.14.3** The Contractor shall possess, for those vehicles operating outside of Washington DC, Montgomery and Prince George's Counties in Maryland, and Arlington and Fairfax Counties in Virginia, an authority to operate as a carrier of passengers by motor vehicles in Intra-State Commerce by the Public Services Commission (PSC) of Maryland. The Contractor shall provide at contract initiation and maintain throughout the term of this Contract a PSC Certificate, which attests to its authority to engage in the business of transportation of children, ages five (5) through twenty-one (21).
- C.5.14.4** The Contractor shall possess, for those vehicles operating outside of Washington DC, Montgomery and Prince George's Counties in Maryland, and Arlington and Fairfax Counties in Virginia, an authority to operate as a carrier of passengers by motor vehicles in Intra-State Commerce by the Public Services Commission (PSC) of Maryland. The Contractor shall provide at contract initiation and maintain throughout the term of this Contract a PSC Certificate, which attests to its authority to engage in the business of transportation of children, ages five (5) through twenty-one (21)
- C.5.14.5** The Provider must provide evidence of any proposed vehicle(s) to be utilized, and CFSA will monitor the condition for the purpose of ensuring safe transport of youth. The Provider shall submit upon request of the CO copies of vehicle registrations and inspections, if applicable. The Provider shall ensure vehicles include all safety devices required by law. The Provider shall ensure records check requirements specified in Chapter 63 Section 6323.23.
- C.5.14.6** The Provider shall facilitate transportation for youth to all:
- C.5.14.6.A** Routine and emergency medical and mental health appointments;
 - C.5.14.6.B** Daily school/educational, extra-curricular and vocational and employment

activities; including transportation expenses incurred to take dependent children to and from day care provider.

- C.5.14.6.C** Recreational activities;
- C.5.14.6.D** Community activities;
- C.5.14.6.E** Family activities and visits;
- C.5.14.6.F** Reviews, court appearances, and conferences.

C.5.15 Parenting Skills Training and Development for Providers of Teen Parent Programs

- C.5.15.1** The Provider shall develop a Parenting Plan with the teen parent that will be incorporated into the teen parent's YTP that identifies strengths and areas in need of further development as it relates to parenting skills.
 - C.5.15.2** The Provider shall review the Parenting Plan on a quarterly basis to ensure that the teen parent is making adequate progress on parenting skills. The Parenting Plan shall ensure that the dependent child/children's well-being needs are outlined and are being met.
 - C.5.15.3** The Provider shall encourage play as a means of bonding and attachment between the teen parent and their child(ren). The Provider shall provide an array of age appropriate toys and the appropriate physical space to facilitate play groups with teen parents and their children. The Provider shall ensure the teen parent understands developmentally based realistic expectations of their children based on the child's age and responds with developmentally appropriate responses.
 - C.5.15.4** The Provider shall ensure that teen parents are connected and receive services from community-based organizations that provide them with a system of support and care while in care, and once they achieve independence. If located in the District of Columbia, services provided by the Department of Health, Maternal and Child Family Health Administration should be included.
 - C.5.15.5** The Provider shall encourage maternal teen parents to use lactation as a means of nutrition for dependent children, and should provide lactation counseling before and after childbirth to promote bonding and nutritional supplement.
 - C.5.15.6** The Provider shall ensure that teen parents have all the licensed and age appropriate childcare arrangements in place to support pursuit of educational and vocational goals.
 - C.5.15.7** The Provider shall include the teen parent that is not primarily caring for the child, as well as other significant family members, in the life of the young child as appropriate. If the dependent child is living with maternal teen parent, the Provider shall encourage the paternal teen parent's involvement, unless the case plan indicates otherwise, or there is a safety concern.
 - C.5.15.8** The Provider shall ensure that no fewer than two staff members be trained on the Ackerman Institute evidence-based curriculum, Personal Best and Bright Beginnings. The staff members shall participate in all necessary trainings as well as weekly supervision with staff from Ackerman Institute. The staff shall be responsible for facilitating the Personal Best and Bright Beginnings curriculum to the residents in the contractor's teen parent program.
- C.5.13.8.1** The Provider shall ensure that all residents participate in the parenting class curriculum through the Ackerman Institute.
 - C.5.13.8.2** CFSa shall pay the Ackerman Institute directly for both the resident and Provider staff training.

C.6 Regulatory and Policy Compliance

- C.6.1.1** The Provider operating programs of Traditional Group Home Care and/or Therapeutic Group Home Care within the District of Columbia shall be licensed by the DC Child and Family Services Agency in accordance with Chapter 62 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Youth Shelters; Runaway shelters, Emergency Care Facilities, and Youth Group Homes*".
- C.6.1.2** The Provider operating Teen Parent Programs and/or Independent Living Programs within the District of Columbia shall be licensed by the DC Child and Family Services Agency in accordance with Chapter 63 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Independent Living Programs for Adolescents and Young Adults*". The Provider shall ensure that facilities utilized in the deliveries of services are compliant with the entire requirements of 29 DCMR Chapter 63 with special emphasis being placed on sections 6328 through 6333.
- C.6.1.3** The Provider of services operating a program in a jurisdiction other than the District of Columbia shall meet the licensing requirements for the jurisdiction in which the facility is operating; and shall also comply with any District of Columbia licensing requirements that may be more stringent. A program operating a facility in another jurisdiction is not required to seek a District of Columbia license, but must provide evidence of licensure for the jurisdiction within which the facility is operating.
- C.6.1.4** The Provider's facilities shall maintain compliance with all local and federal housing and building code regulations, including both external and internal handicap-accessibility.
- C.6.1.5** The *LaShawn A. v. Bowser* Implementation and Exit Plan requires CFSA to ensure facilities serve youth in the most family-like manner by restricting the number of children and youth served in a single congregate care facility to no more than eight (8). The only permissible exception to placement of a child/youth in a facility serving more than eight (8) residents is if the individual needs of the child/youth require specialized care that can only be provided in a larger facility.
- C.6.1.6** The Provider shall ensure programming is consistent with policies, procedures and standards promulgated by CFSA.
- C.6.1.7** The Provider shall comply with all District and Federal funding requirements and any related policies established by CFSA to ensure funding of programs and services outlined in this Scope of Services and the associated Human Care Agreement.
- C.6.1.8** All Providers shall comply with the District of Columbia's drug-free workplace certification requirement (29 DCMR § 8207). Failure to comply with the requirements may render a Provider subject to suspension of invoice payments, termination of the contract or other available legal remedies.
- C.6.1.9** In accordance with Title VI of the Civil Rights Act of 1964 (Public Law 88-352), as amended, no person eligible for services shall, on the grounds of race, color, religion, nationality, sex, or Political opinion, be denied the benefits of, or be subjected to discrimination under, any program activity receiving HCA funds.
- C.6.1.10** The Provider shall maintain an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

C.6.2 Location of Services

- C.6.2.1** CFSA prefers the provision of services within the District of Columbia; and if not, preference maybe given to entities located in the District of Columbia, then to entities in Maryland and Virginia. The District of Columbia is encouraging established entities located outside the District to move to the District. Therefore, established entities located outside the District of Columbia but interested in moving to the District, must show evidence being capable of being licensed no later than 120 days after HCA award. These entities must be established and licensed in their current jurisdiction. The entity must submit a complete work plan to show how it intends to meet the 120 day requirement to be deemed qualified.
- C.6.2.2** The Provider that possesses a license for the congregate care services being offered to CFSA may add new locations to serve CFSA referrals by submitting a request for modification to their current license. Once the Office of Facility Licensing accepts the request for modification, the Provider must meet the requirement for modification within 90 days.

C.6.3 Service Integration/Linkage

- C.6.3.1** The provider shall demonstrate formal relationships and agreements with other CFSA service providers, District agencies serving children, youth and families, and community-based organizations. The services shall be appropriate to the age, gender, sexual orientation, cultural heritage, developmental and functional level, as well as the learning ability of each youth. The Provider shall demonstrate evidence of such a service network via sub-contracts, formal service agreements, and/or memoranda of understanding among members of the service network. Any type of protocol the responder needs to submit evidence of an established service network with some form of formal, written agreement.

C.6.4 Family-Centered Practice

- C.6.4.1** The Provider shall employ a family-centered approach to care that includes, when appropriate, parents, family members and other significant individuals in the youth's life. In coordination with the CFSA Case Manager, the Provider shall facilitate visitation between the youth and family members (including siblings and non-custodial parent and his/her relatives) and/or other significant individuals in the youth's life. Visits may occur in the child or youth's home community, in the homes of pertinent relatives and/or significant individuals, and/or at the congregate care site. Phone calls and other forms of communication shall also be encouraged between the child/youth and relatives, as well as other significant individuals. The Provider shall support family participation throughout the duration of the placement in care, regardless of the permanency goal.

C.6.5 Cultural and Linguistic Competence

- C.6.5.1** The Provider shall ensure culturally competent services that ensure staff understand and are familiar with the youth's culture, reinforce positive cultural practices, and acknowledge and build upon ethnic, socio-cultural and linguistic strengths. The Provider shall endeavor to employ staff representative of the community served.
- C.6.5.2** The Provider shall have the capacity to provide linguistically competent services through staff that are fluent in the languages spoken by the youth being served, or from another source

providing such services. The Provider shall have the capacity to serve hearing-impaired clients.

C.6.6 Community-Based Services

- C.6.6.1** The Provider shall assist youth in maintaining connections with schools, churches, friends and families, as deemed appropriate, in collaboration with the CFSA Social Worker. The Provider shall develop and maintain linkages that strengthen the relationship with the youth's home communities, and/or the community in which he/she may be residing upon discharge.
- C.6.6.2** The Provider shall develop a community-based network of services and affiliations that will facilitate supportive services for youth and their families in the community of origin, community of placement, and/or community where a potential kinship care or family-based foster care provider resides.
- C.6.6.3** The Provider shall implement a model or practice that supports youth in becoming involved in community-based services. Further description is included in Section C.5.13 "Community Connections".

C.6.7 Administrative Operations - Mandatory and Unusual Incident Reporting

- C.6.7.1** The Provider must report any alleged child abuse, neglect or other risk to residents' health and safety to the CFSA hotline (202-671-SAFE), including incidents with non-ward children within two (2) hours. Under no circumstance shall the notice take longer than twenty-four (24) hours.
- C.6.7.2** The Provider shall follow the procedures and requirements outlined in 29 DCMR Chapter 63 licensing regulations for mandatory reporting of unusual incidents, and in accordance with CFSA policy. The Provider must also file an unusual incident report any time the resident and/or staff has engaged in an event that is significantly distinct from normal routine or procedure of the resident, the program, the staff, or any person relevant to the resident.

C.6.8 Organizational Requirements

- C.6.8.1** The Provider shall submit information regarding its organization that includes the mission, organizational structure, location, services and programs offered.
- C.6.8.2** The Provider shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this HCA, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facility staff.
- C.6.8.3** The Provider shall maintain, and submit as part of its business plan, policies and procedures manual(s) that, at a minimum, describes in detail the philosophy and approach to care, program management, admissions, service delivery, behavior management, community and facility environmental conditions and facility management and safety measures, staffing guidelines and training requirements, and residents' rules of conduct to include rights and responsibilities and grievance procedures.
- C.6.8.4** The Provider organization shall maintain a Board of Directors, or similar governing body, that provides legal oversight and is comprised of representatives from the community with experience in

governance, financial management, fundraising, child welfare expertise, and any other experience pertinent to administration of a therapeutic group home environment.

C.6.8.5 The Provider shall develop and maintain a local advisory committee that complies with license regulation (29 DCMR 6218). The local advisory committee shall be made up of no less than three (3) members, including at least one (1) representative of the neighborhood in which each facility is located who is otherwise unaffiliated with the facility and who is not employed by the Provider or licensing agency. The local advisory committee shall meet with the facility administrator at least quarterly to review programs, policies, citizen, complains, and policy contacts. The local advisory committee shall not have access to identifying information regarding individual residents.

C.6.8.6 The Provider shall establish and maintain a residents' council at each facility composed of residents. A residents' council shall meet bi-weekly. The Provider shall provide space for and post notice of residents' council meetings. The residents' council may make recommendations to the facility to ensure and improve the quality of the facility and its staff and to ensure the protection of residents' rights. The facility shall keep records of each meeting held by residents' council, including documentation of issues and concerns that were raised at the meeting and any recommendations or resolutions.

C.6.9 Quality Assurance

C.6.9.1 The Provider shall comply with the monthly requirements for progress note documentation regarding youth placed by CFSA (see Sections C.6.10 for details of documentation requirements), and with any data requests made by CFSA in regard to children and youth cared for as per this agreement.

C.6.9.2 The Provider shall develop and maintain a quality assurance system that collects and assesses, at a minimum, the data outlined in Section C.7 "Performance Indicators and Outcomes". As part of its business plan, the Provider shall submit an overview of its quality assurance and/or continuous quality improvement system. CFSA will monitor this system and data pertinent to the quality of care of CFSA children and youth.

C.6.10 Recordkeeping and Documentation Requirements

C.6.10.1 The Provider shall send to the Case Manager preparatory documents prior to the scheduled case plan review meeting, and a summary update to the plan following the review for inclusion in the CFSA case record. The Provider shall ensure that these monthly reviews and updates to the case plan include detailed notes on the child or youth's social, behavioral and educational or employment progress, and/or lack thereof, for inclusion in the CFSA case record.

C.6.10.2 The Provider shall establish and maintain an up-to-date record on each child or youth in its care. The record shall include all service planning, treatment, progress notes, with detail information on educational and career goals and current standing and other information pertinent to the child or youth in a manner conducive to managing care and audit review.

C.6.10.3 The Provider shall maintain for a minimum of 2 years and be prepared to submit to CFSA's Business Services Administration (BSA) all case plans (signed), treatment plans (signed) and progress notes on treatment and service delivery that fully outline the care provided to children and youth. The Provider shall ensure that medical necessity is documented for each client, and that all summary notes contain dates, start/end times and duration of service, the service provider's name and their credentials, the

type, nature and extent of the service, units of service, and place of service. The Provider shall ensure that all such summary notes are up-to-date and available for monthly review by CFSA's BSA.

C.6.11 Admission, Intake, Discharge and Aftercare

C.6.11.1 The Provider shall be equipped to admit youth into its program on a 24-hour-a day, 7 day-a-week basis, for each day of the year, including holidays. The on call staff member shall respond immediately to CFSA when a call is received for placement.

C.6.11.2 The Provider shall accept youth under the care of the Child and Family Services Agency for placement in its program. If the Provider accepts non-CFSA youth into placement, the following shall be ensured:

C.6.11.2.A An adequate approach to confidentiality issues;

C.6.11.2.B The provisions of D. C. Code § 16-2320 are adhered to regarding "commingling of juveniles".

C.6.11.3 CFSA's Placement Services Administration has sole authority for making placement referrals. Referrals of CFSA involved children and youth made from private agencies shall not be accepted without authorization of the CFSA Placement Services Administration. The Provider shall have a "no reject policy" and accept all children and youth referred by the Placement Services Administration that meet the provider's program milieu or program type up to the maximum number of beds for which the Provider is contracted.

C.6.11.4 The Provider shall ensure each youth receives a copy of the Youth Bill of Rights and the CFSA's Youth Ombudsman's information upon admission. The Provider shall retain evidence that the youth received the information in the youth's case file.

C.6.11.5 The Provider shall only discharge children and youth from a program as part of a planned change, as established according to the CFSA case plan, as identified as one or more of the following circumstances. A formal conference must take place in coordination with the Case Manager and the CFSA Placement Services Administration:

C.6.11.5.A The child or youth has progressed in functioning and/or development, and is ready for a less restrictive level of care;

C.6.11.5.B The child or youth is in need of a more intensive, therapeutic program (as identified by the CFSA Case Manager);

C.6.11.5.C The child or youth is to be reunified with family or relatives;

C.6.11.5.D The child or youth is to be placed in a family-based foster care setting;

C.6.11.5.E The child or youth is to be adopted;

C.6.11.5.F The child or youth has adequately met his/her independent living goals and is ready to leave foster care.

C.6.11.6 The Provider shall retain the youth in his/her current placement setting until a decision has been made by the Case Manager and CFSA. If CFSA determines that re-placement is the most appropriate plan, the Provider shall retain the youth in the current placement with continued supports until a safe, timely transition can be realized.

C.6.11.7 If the Provider is requesting a placement shift to a more intensive, therapeutic program, the youth must meet the established criteria for therapeutic placement that includes, among other criteria, one or more DSM V diagnoses, at least one of which is an Axis I diagnosis (excluding adjustment disorder). The Provider shall also produce documentation to CFSA of all progress notes, behavior management techniques employed by the program, crisis intervention and support services applied, and any relevant documents from mental health professionals. The Case Manager and the CFSA Placement Services Administration will make the determination as to the need for therapeutic care.

C.6.11.8 The Provider shall ensure that discharge and aftercare planning is incorporated into the YTP in a timely manner, and completed a minimum of thirty (30) days prior to a youth's discharge from that program. The Provider shall collaboratively plan with the Case Manager.

C.7 PERFORMANCE INDICATORS AND OUTCOMES

C.7.1 The Provider shall maintain a quality assurance system that includes the collection and review of both quantitative and qualitative data for the purposes of program evaluation and determination of outcome achievement for children and youth. This system shall give full consideration of CFSA's performance and outcome measures. The Provider shall make its quality assurance system and data available for CFSA review, and shall also be responsible for monthly submission of documentation on service delivery and treatment progress.

C.7.2 The Provider is to ensure provision of a safe, nurturing and curative resident and community environment that supports the child or youth in positive youth development and achievement of his/her goals and objectives. In collaboration with the Case Manager, the Provider shall develop an ISP or YTP that is aligned with the case plan, and identifies and tracks service delivery. The Provider shall provide, or facilitate access to, services that support the child or youth in achieving his or her goals. The Provider shall review the ISP or YTP with the Case Manager on a monthly basis to assure services are continually assessed, and are being delivered in accordance with the child or youth's goals and objectives. The Provider also develops resources to support youth during adolescence and into adulthood in the form of relationships with family, or significant individuals akin to family.

C.7.3 CFSA shall monitor the Provider's ability to facilitate monthly ISP/YTP reviews, and the extent to which programming, treatment and services are being delivered effectively to the child or youth.

C.7.4 As part of its quality assurance system, the Provider shall collect data pertinent to the performance indicators and outcome areas outlined in this section. The Provider shall work collaboratively with CFSA in further development of indicators and outcome measures in the areas of safety, permanence and well-being. The following represents the three broad child welfare outcome areas with performance indicators developed for each area.

C.7.5 The Provider shall facilitate the Four Pillars outcomes and the LaShawn Benchmark as applicable.

C.7.5.1 Safety

C.7.5.1.1. *Safe Haven* – the care environment will ensure safety and adequate supervision of children/youth to maintain safety for residents.

Performance Indicators:

C.7.5.1.1.A. Incidence of Critical Events and Serious Unusual Incidents that

compromise safety of residents.

C.7.5.1.1.B. Incidence of substantiated findings of Institutional Abuse/Neglect or Program Concerns detected as part of an investigation or routine monitoring.

C.7.5.1.1.C Percentage of youth who were subject to an allegation of abuse or neglect in regards to their dependent children during the contract period.

C.7.5.1.1.D Percentage of youth who abscond and frequency of abscondences from the facility.

C.7.5.1.2. *Adequacy of staff* – staff will be adequately screened, qualified and supervised.

Performance Indicators:

C.7.5.1.2.A. Rate of regularity for completion of required criminal background and child protection registry clearances.

C.7.5.1.2.B Occurrence of staff credentialing, qualification, and training standards met.

C.7.5.1.2.C. Rate of maintaining staffing array fulfilled and staff retained.

C.7.5.2 **Permanence**

C.7.5.2.1 *Placement Stability* – Placements will be stable, purposeful and safe. Provider will only facilitate planned placement setting changes that place child or youth in accordance with formal plans (case plan and the ISP/YTP and its components), and with the goal of placement in less restrictive placement settings.

Performance Indicators:

C.7.5.2.1.A Incidence of unplanned discharge of children or youth.

C.7.5.2.1.B Rate of planned placement setting shifts that are in accordance with formal plans for treatment and permanence.

C.7.5.2.1.C Level of supportive services provided in achievement of permanency goal.

C.7.5.2.2 *Permanent or “Lifelong” Connection* - transition to a family based placement setting; and/or development of a significant relationship with an adult who can serve as a resource to this child or youth throughout adolescence and into adulthood.

Performance Indicators:

C.7.5.2.2A Rate of regularity of completed family visits to include parents (if appropriate), siblings, non-custodial parent and/or any other family

members identified in the case plan.

C.7.5.2.2.B Incidence of “permanent connection” to significant adult.

C.7.5.2.2.C Incidence of successful transition from congregate care to family based care for those youth that do not have a goal of Alternative Planned Permanent Living Arrangement (APPLA).

C.7.5.3 Well Being

C.7.5.3.1 *Successful provision of required services leading to achievement of goals and objectives* – the services are provided or facilitated in accordance with the child or youth’s ISP or /YTP; BMP; ITP; IEP; IHP; case plan; or any other pertinent plan, toward the achievement of the child or youth’s defined goals and objectives.

Performance Indicator:

C.7.5.3.1.A Rate of regularity of services being facilitated and/or delivered as per the ISP/YTP and its components.

C.7.5.3.1.B Rate of regularity of child or youth making progress or achieving well-being goals to include educational and vocational, employment, parenting, independent living, health, enrichment activities and any other goals specified in the ISP/YTP.

C.7.5.3.2 *Stabilization and improvement in cognitive and behavioral functioning* - which may include achievement of a reduction in symptom severity and frequency during the child or youth’s stay;

Performance Indicators:

C.7.5.3.2.A Progress toward youth’s service plan goals.

C.7.5.3.2.B Incidence of child or youth successfully prepared and transitioned to a less restrictive level of care within a 12 month period of time.

C.7.5.3.3 Dependent Children

C.7.5.3.3.A Percentage Indicator:

C.7.5.3.3.B Percentage of dependent children who met 100% of their well-being milestones (health, educational if applicable, social).

C.7.5.4 Teaming (90%)

- C.7.5.4.A** Performance Indicator: Provider shall participate in the child's treatment plan.
- C.7.5.4.B** Performance Indicator: Provider shall participate in the child's counseling and IEP
- C.7.5.4.C** Performance Indicator: Provider shall attend Permanency and Placement RED Team Meetings
- C.7.5.5 Trauma (90%)**
- C.7.5.5.A** Performance Indicator: Trauma informed interventions shall be used to deescalate behaviors displayed by children and youth as defined in youth's service plan.
- C.7.5.6 Youth Engagement**
- C.7.5.6.A** Performance Indicator: 90% of children/youth will participate in scheduled recreational activities.
- C.7.5.6.B** Performance Indicator: 90% of children/youth will be enrolled and participate in extracurricular activities to identify or nurture their existing talents.

C.7.5.6.C Performance Indicator: 90% of youth will actively participate in their service planning process.

C.8 Method of Delivery of Services

C.8.1 No human care service shall be rendered by a Provider unless and until the DC Child and Family Services Agency have issued a task order to the Provider.

C.9 Business Plan and Budget

C.9.1 The qualified Provider shall develop a written business plan that addresses and fully describes how the tasks and requirements specified in this scope of work will be accomplished. The business plan shall include a detailed budget that includes all costs associated with operating the program.

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

SECTION D: PACKAGING AND MARKING

Not Applicable

SECTION E: INSPECTION AND ACCEPTANCE

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

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

SECTION F – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

F.1 Term of Agreement

- F.1.1** The term of this Human Care Agreement shall be for a base period of one (1) year with two (2) additional one year option periods, from the date award subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.
- F.1.2** If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March, 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement.
- F.1.3** The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

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

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

F.3 Option to Extend Term of the Agreement

- F.3.1** The District Government may extend the term of this Human Care Agreement for a period of two (2) one (1) year option periods, or fractions thereof, by written notice to the Contractor prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- F.3.2** The service rates for the option periods shall be as specified in Section B.
- F.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- F.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed three (3) years.

F.4 DELIVERABLES

Number	Deliverable	Qty.	Format/Method of Delivery	Due Date	To Whom
1	Mandatory and Unusual Incident	1	Hard copy/Telephone	In accordance with 27 DCM	CA
2	Progress Notes	2	Electronic Copy	Monthly with Invoice	CA
3	OYE pre and post assessment.	1	Hard Copy	Monthly	CA
4.	First Source Requirement	1	Hard Copy	In accordance with section	CA
5.	Emergency response Plan and training provisions for Emergency response Plan	1	Hard Copy	In accordance with section H.17	CA
6.	Quarterly Expenditure Report	1	CFSA will provide the required format and method of	30 days after the end of each quarter	CFSA's Business Service Administration
7.	Organizational Chart	1	Electronic or Hard Copy	Within 1 week of organizational or staff	CA
8.	Abscondence Tracking Sheet	1 per child	Electronic or Hard copy within the Behavior Management Plan	Monthly	CA

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

F.4.2 Progress notes which will be submitted monthly can be submitted electronically, but must include: name of social worker or service provider, licensure of social worker or service provider, description of services provided, time and duration of service provided, location of service provided, as well as the name, client ID, case ID, social security number of the child to whom services were provided. Basically, the notes must describe the “who, what, where, why, when, and how” of service provision.

- who (who is the service provider and who is the recipient of service)?
- what (what type of service was provided?);
- where (where/what location did provision of service take place)?
- why (why was the service provided?)
- when (when/what date and time did the service take place? and
- how (how were services provided i.e. via face-to face, telephone, etc.) services were provided.

Note: All the above information shall be maintained in the client’s case file.

F.5 PROVIDER QUARTERLY EXPENDITURE REPORTING

F.5.1 Providers shall report all expenditures (accrued/cash) related to this contract on a quarterly basis. Expenditures shall be reported as they were itemized in the contract, “Budget Summary Form” via “Excel” worksheet(s). CFSA will provide the required format for this report. The Report are due to CFSA’s Business Services Administration within thirty days after the end of each quarter. The expenditures shall be reported by Federal Fiscal Year (FFY) quarters. The FFY quarters; and the expenditure reporting due dates are as follows:

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

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

F.6 PROVIDER CLOSE-OUT PACKAGE

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

F.6.1 An Excel worksheet(s), which summarizes all of the expenditures associated with this contract. The summary must detail the expenditures as they were itemized in the original contract Budget Summary Form.

F.6.2 An Excel worksheet which summarizes all of the receipts/revenues, paid under this contract, the accompanying monthly supporting invoices.

F.6.3 The most recent agency wide annual audit report.

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

SECTION G: CONTRACT ADMINISTRATION DATA

G1 INVOICE PAYMENT

- G1.1** The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this HCA, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this HCA.
- G1.2** The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Provider.

G2 INVOICE SUBMITTAL

- G2.1** CFSA shall use information generated from the Placement Provider Web (PPW) application for payment of placement services. The PPW is an application within the FACES database system whereby placement Providers certify the requisite placement information, through the Monthly Placement Utilization Report (MPUR), necessary to generate payment invoices to CFSA Fiscal Operations.

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

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

- G.2.8** If the Provider fails to submit its invoices through the PPW and the MPUR, the Provider accepts that said invoices may not be processed within the normal statutory timeframes.
- G.2.9** The Provider shall submit invoices via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

Child and Family Services Agency
Fiscal Operations Administration
200 I Street SE
2nd Floor, Rm.2030N
Washington, DC 20003

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

G3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G31** For HCA's subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in section H.4.5.
- G32** No final payment shall be made to the Provider until the CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G4 METHOD OF PAYMENT

- G41** The District will pay the amount due the Provider under this contract in accordance with the terms of the HCA and upon presentation of a complete and properly executed invoice.

G5 ASSIGNMENTS

- G51** In accordance with 27 DCMR § 3250, unless otherwise prohibited by this HCA, the Provider may assign funds due or to become due as a result of the performance of this contract to a bank, trust company, or other financing institution.
- G52** Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be assigned to more than one party.

G53 Notwithstanding an assignment of money claims pursuant to authority contained in the HCA, the Provider, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G6 THE QUICK PAYMENT CLAUSE

G61 Interest Penalties to Contractors

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

- a) the 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 Provider must take one of the following actions within 7 days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under a HCA:

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

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

- a) the 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 Provider at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

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

G.7 CONTRACTING OFFICER (CO)

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

Tara Sigamoni
Agency Chief Contracting Officer
District of Columbia Child and Family Services Agency
200 I Street, S.E. Suite 2030
Washington, D.C. 20003
(202) 724-7415
Fax: (202) 727-5886

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

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

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The address and telephone number of the CA is:

Ransom Washington, Jr. Program Graham
Child and Family Services Agency
Program Improvement, Foster Care
Foster Care Resources Administration
Contracts Monitoring Div.
200 I Street, S.E., 3rd Fl, Skuite 3201
Washington, D.C. 20003
Ph: (202) 727-7060
Fax: (202) 7273348

G.9.2 The CA shall NOT have the authority to:

1. Award, agree to, or sign any HCA, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
2. Grant deviations from or waive any of the terms and conditions of the HCA;
3. Increase the dollar limit of the HCA or authorize work beyond the dollar limit of the HCA,
4. Authorize the expenditure of funds by the Provider;
5. Change the period of performance; or
6. Authorize the use of District property, except as specified under the HCA.

G.9.3 The CA is responsible for general administration of the HCA and advising the CO as to the Provider's compliance or noncompliance with the HCA. The CA has the responsibility of ensuring the work conforms to the requirements of the HCA and such other responsibilities and authorities as may be specified in the HCA. These include:

G.9.4 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the HCA

G.9.5 Coordinate site entry for Provider personnel, if applicable

G.9.6 Reviewing invoices for completed work and recommending approval by the CO if the Provider's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.9.7 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.8 Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, and equipment) and invoice or vouchers.

G.9.9 The Provider 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.

G.10 Compliance with Service Rates

G.10.1 The District will only pay, in accordance with the service rates shown in Section B, for services provided under this Human Care Agreement. If any overpayment occurs, the Provider shall repay the District the full amount of the overpayment.

G.10.2 If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of the in-State rates to the Contracting Officer.

- G.10.3 If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit to the Contracting Officer a detailed budget with documentation to justify its rates. The Provider's unregulated costs may be subject to negotiation.
- G.10.4 If mailed, a purchase order or task order shall be considered "issued" by the District when deposited in the mail. Orders may be transmitted electronically.

G.11 QUARTERLY/ANNUAL EVALUATIONS

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

G.11 MONITORING

- G.11.1 The Provider shall comply with the Child and Family Services Agency's protocol for monitoring this Human Care Agreement and task order requirements and deliverables.
- G.11.2 The Provider shall be expected to submit data and quality assurance information that enables the CA to review the status of service delivery, outcomes and indicators.
- G.11.3 The Provider shall allow the CFSA to complete periodic scheduled and unscheduled site visits as needed and at any location determined necessary by the CFSA to assess performance, monitor, discuss and report on the delivery of services required under this Human Care Agreement and task order.
- G.11.4 The Provider shall participate in all technical assistance and support activities as requested by the Provider, or as deemed necessary as part of any of the CFSA designated Program Improvement Plan (PIP).
- G.11.5 The Provider shall maintain some form of daily contact with each and every resident on a daily basis which could be in the form of an on-site visit, phone call, visit to work or educational site, via a life skills, social skills or some other psycho-educational group conducted by the Provider, among other forms.
- G.11.6 The Provider shall maintain a detailed log of daily contacts with teen parents that can be reviewed by the CA.

G.12 COST REIMBURSEMENT CEILING

- G.12.1 Cost reimbursement ceiling for this contract is set forth in Section B.3.
- G.12.2 The costs for performing this contract shall not exceed the cost reimbursement ceiling specified in Section B.3.
- G.12.3 The Contractor agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under this contract within the cost reimbursement ceiling.

- G.12.4** The Contractor must notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of this contract will be either greater or substantially less than the cost reimbursement ceiling.
- G.12.5** As part of the notification, the Contractor must provide the CO a revised estimate of the total cost of performing this contract.
- G.12.6** The District is not obligated to reimburse the Contractor for costs incurred in excess of the cost reimbursement ceiling specified in Section B.3, and the Contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B.3, until the CO notifies the Contractor, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing this contract.
- G.12.7** No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Contractor for any costs in excess of the cost reimbursement ceiling, whether such costs were incurred during the course of contract performance or as a result of termination.
- G.12.8** If any cost reimbursement ceiling specified in Section B.3 is increased, any costs the Contractor incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- G.12.9** A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B.3, unless the change order specifically increases the cost reimbursement ceiling.
- G.12.10** Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Provider shall be bound by the updated Wage Determination No. 2005-2103, Revision No. 15, Dated 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 Section J.2 of this solicitation. The Provider shall be bound by the wage rates for the term of the HCA. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.2 PUBLICITY

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

H.3 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 HCA with a private provider 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 Provider receives a request for such information, the Provider shall immediately send the request to the CA designated in subsection G.9 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 Provider pursuant to the HCA, the CA will forward a copy to the Provider. In either event, the Provider 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 Provider 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.4 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

H.4.1 The Provider 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.4.2 The Provider shall enter into and maintain, during the term of the HCA, a First Source Employment Agreement, in which the Provider shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the Department of Employment Services ("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.4.3 The Contractor shall submit to DOES, no later than the 10th each month following execution of the HCA, a First Source Agreement Contract Compliance Report ("contract compliance report") verifying its compliance with the First Source Agreement for the preceding month. The contract compliance report for the HCA 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.4.4 If the HCA amount is equal to or greater than \$100,000, the Provider agrees that 51% of the new employees hired for the HCA shall be District residents.

H.4.5 With the submission of the Provider's final request for payment from the District, the Provider shall:

- (1) Document in a report to the Contracting Officer its compliance with the section H.4.4 of this clause; or
- (2) Submit a request to the Contracting Officer for a waiver of compliance with section H.4.4 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.4.6.

H.4.6 The Contracting Officer may waive the provisions of section H.4.4 if the Contracting Officer finds that:

- (1) A good faith effort to comply is demonstrated by the Provider;
- (2) The Provider 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 Provider 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 HCA.

H.4.7 Upon receipt of the provider's final payment request and related documentation pursuant to sections H.4.5 and H.4.6, the Contracting Officer shall determine whether the Provider is in compliance with section H.4.4 or whether a waiver of compliance pursuant to section H.4.6 is justified. If the Contracting Officer determines that the Contractor is in compliance, or that a waiver of compliance is justified, the Contracting Officer 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.4.8 Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.4.5, or deliberate submission of falsified data, may be enforced by the Contracting Officer through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the HCA. The Provider shall make payment to DOES. The Provider may appeal to the D.C. Contract Appeals Board as provided in the contract any decision of the Contracting Officer pursuant to this section H.4.8.

H.4.9 The provisions of sections H.4.4 through H.4.8 do not apply to nonprofit organizations.

H.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

H.5.1 For all new employment resulting from this HCA or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider 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.5.1.1 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.5.2 The Provider shall negotiate an Employment Agreement with the DOES for jobs created as a result of this HCA. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

H.6 PROTECTION OF PROPERTY:

The Provider shall be responsible for any damage to the building, interior, or their approaches in delivering equipment covered by this HCA. The Provider shall comply with all applicable District of Columbia laws and regulations. In particular, this HCA issued by or on behalf of the government of the District of Columbia, shall be conditioned upon full compliance with the provisions of D.C. Code, 2001 Ed., §2-1402.67. Provider's failure or refusal to comply with any provision of this chapter shall be a proper basis for revocation of the HCA. Any practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice. *D.C. Code, 2001 Ed., §2-1402.68*

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

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

H.8 SECTION 504 OF THE REHABILITATION ACT OF 1973, as amended.

During the performance of the HCA, the Provider 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 program and activities. See 29 U.S.C. § 794 (1983) *et seq.*

H.9 DISTRICT RESPONSIBILITIES N/A

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 Subcontracts

The provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Human Care Agreement. Notwithstanding any subcontract approved by the District, the Contractor shall remain solely liable to the District for all services required under this Human Care Agreement.

H.10.2 The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

H.10.3 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

H.10.4 STAFFING REQUIREMENTS FOR CONGREGATE CARE SERVICE ARRAY

H.10.4.1 TRADITIONAL GROUP HOME CARE

H.10.4.1.1 Staffing Array and Qualifications

H.10.4.1.2 The Provider of Traditional Group Home Care shall staff its program with an array of staff and qualifications as per the guidelines outlined in this section.

H.10.4.1.3 If a program serves two sites or less; the prospective Provider may propose fewer managerial staff, but must present the manner in which the functions of all positions, pertinent qualifications, and service array will be delivered to fulfill service requirements.

Congregate Care

- H.10.4.1.4** If a Provider delivers more than one type of congregate care as part of its continuum of care model, the Provider may “share” key positions across programs on condition that staffing ratio and service array requirements are fully met.
- H.10.4.1.5** The Program must employ a key staff possessing minimum qualifications of a LICSW to oversee social work and/or residential services provided directly to residents.
- H.10.4.1.6** CFSA encourages Providers to develop overall staffing patterns that offer qualifications and expertise beyond minimum standards to provide residents with quality expertise and care. Positions requiring licensed credentials must demonstrate current and active licensure. The following represents a comprehensive staffing array:
- H.10.4.1.6.A** Administrator, Director, or Chief Executive Officer of organization with a Ph.D., Psy.D., Ed.D., or Masters in Social Work, Psychology, Public Administration, or related field, and a minimum of three (3) years’ experience in management of human services organization. Or, a Bachelor’s degree and five (5) years’ experience in management of a human services organization, with particular focus in residential work with adolescents.
- H.10.4.1.6.B** Program or Site Director with a Masters degree and licensed in Social Work, Psychology, Public Administration, or related field; or, Bachelor’s Degree in relevant field and a minimum of four (4) years of experience in directing programs serving children or adolescents.
- H.10.4.1.6.C** Residential Home Supervisor with a minimum of a Bachelors degree in social work or a related field (preferred); as well as a minimum of four (4) years of child welfare and/or residential experience.
- H.10.4.1.6.D** Direct Care Staff with High School degree or equivalent, and a minimum of two (2) years experience in residential services, client management, recreational and therapeutic activities, behavioral intervention, and participation in case planning process. Higher educational qualifications may be substituted for experience. Staff must be twenty-two (22) years or older.
- H.10.4.1.6.E** Social Work Coordinator with a Masters Degree and licensed in Social Work (LICSW preferred); or, Masters Degree in Psychology with experience managing clinical care. If the position is not filled by a LICSW, the functions of this position must be supervised by psychiatrist, psychologist, or LICSW. The Social Work Coordinator’s shift must include core hours when residents are in the home.
- H.10.4.1.6.F** Educational and Life Skills Coordinator(s) that have a Bachelors Degree in Education, Social Work, Psychology or related field, and a minimum of two (2) years experience working with adolescents in a psycho-educational capacity.
- H.10.4.1.6.G** Quality Assurance Coordinator with a Bachelors or Masters Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance.

H.10.4.2 THERAPEUTIC GROUP HOME CARE

H.10.4.2.1 Staffing Array and Qualifications

- H.10.4.2.2** The Provider of Therapeutic Group Home Care shall staff its program with an array of staff and qualifications as per the guidelines outlined in this section.

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- H.10.4.2.3** If a program serves two sites or less; the prospective Provider may propose fewer managerial staff, but must present the manner in which the functions of all positions, pertinent qualifications, and service array will be delivered to fulfill service requirements.
- H.10.4.2.4** If a Provider delivers more than type of congregate care as part of its continuum of care model, the Provider may “share” key positions across programs on condition that staffing ratio and service array requirements are fully met.
- H.10.4.2.5** The Program must employ a key staff possessing minimum qualifications of a LICSW to oversee social work and/or residential services provided directly to residents.
- H.10.4.2.6** CFSA encourages Providers to develop overall staffing patterns that offer qualifications and expertise beyond minimum standards to provide residents with quality expertise and care. Positions requiring licensed credentials must demonstrate current and active licensure. The following represents a comprehensive staffing array:
- H.10.4.2.6.A** Administrator, Director, or Chief Executive Officer of organization with a Ph.D., Psy.D., Ed.D., or Masters in Social Work, Psychology, Public Administration, or related field, and a minimum of three (3) years experience in management of human services organization.
- H.10.4.2.6.B** Program or Site Director with a Masters degree and licensed in Social Work, Psychology, Public Administration, or related field; and a minimum of two (2) years experience in directing child welfare personnel and programs.
- H.10.4.2.6.C** Residential Home Supervisor with Bachelors degree in Social Work or a relevant field; and a minimum of four (4) years of child welfare and/or residential experience. Higher educational qualifications may be substituted for experience.
- H.10.4.2.6.D** Direct Care Staff with two (2) years of post-high school education and experience in residential services, client management, recreational and therapeutic activities, behavioral intervention, and participation in case planning process. Higher educational qualifications may be substituted for experience. Staff must be twenty-two (22) years or older.
- H.10.4.2.6.E** Clinical Coordinator with a Masters Degree and licensed in Social Work (LICSW preferred); or, Masters Degree in Psychology with experience managing clinical care. If the position is not filled by a LICSW, the functions of this position must be supervised by psychiatrist, psychologist, or LICSW. The Clinical Coordinator’s shift must include core hours when residents are in the home.
- H.10.4.2.6.F** Therapists that are supervised by the Clinical Coordinator and have a Bachelors degree in Social Work, Psychology, or related field, and have a minimum of two (2) years experience working with adolescents from a behavioral or clinical perspective.
- H.10.4.2.6.G** Educational and Life Skills Coordinator(s) that have a Bachelors Degree in Education, Social Work, Psychology or related field, and a minimum of two (2) years experience working with adolescents in a psycho-educational capacity.
- H.10.4.2.6.H** Quality Assurance Coordinator with a Bachelors or Masters Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance.

H.10.4.3 INDEPENDENT LIVING PROGRAMS-MAIN FACILITY

H.10.4.3.1 Staffing Array and Qualifications

H.10.4.3.2 The Provider of a Main Facility ILP shall staff its program with an array of staff and qualifications outlined in this section and in 29 DCMR Chapter 63, Section 6323.

H.10.4.3.3 If a Provider delivers more than type of congregated care as part of its continuum of care model, the Provider may “share” key positions across programs on condition that staffing ratio and service array requirements are fully met. Depending upon the number of youth being served by the program, the functionality of two positions may be embodied in one staff person (for example, educational services and life skills coordination; or, utilizing a senior counselor with more expertise to coordinate therapeutic recreation program).

H.10.4.3.4 If a Provider delivers more than type of congregated care as part of its continuum of care model, the Provider may “share” key positions across programs on condition that staffing ratio and service array requirements are fully met.

H.10.4.3.5 The Program must employ a key staff possessing minimum qualifications of a LICSW to oversee residential and/or social work provided directly to residents.

H.10.4.3.6 CFSA encourages Providers to develop overall staffing patterns that offer qualifications and expertise beyond minimum standards to provide residents with quality expertise and care. Positions requiring licensed credentials must demonstrate current and active licensure. The following represents a comprehensive staffing array:

H.10.4.3.6.A Administrator, Director, or Chief Executive Officer of organization with a Masters in Social Work, Psychology, Public Administration, or related field, and a minimum of two (2) years experience in management of human services organization. Or, a Bachelor’s degree and four (4) years experience in management of a human services organization, with particular focus in residential work with adolescents. In accordance with 29 DCMR Chapter 63 Section 6323.26, a staff member employed by an operating independent living program on the effective date of said Chapter is exempt from the requirements of Section 6323.3.

H.10.4.3.6.B Program Director or Residential Site Supervisor with a Masters degree in Social Work, Psychology, Public Administration, or related field, and a minimum of two (2) years experience in directing child welfare personnel and programs; or, Bachelor’s Degree in relevant field and a minimum of four (4) years of experience in directing child welfare personnel and programs.

H.10.4.3.6.C Direct Care Staff (Counselor) with High School degree or equivalent; five (5) or more years experience working with adolescents and young adults; and experience in residential services, client management, recreational and therapeutic activities, behavioral intervention, crisis prevention and intervention, and participation in case planning process. Higher educational qualifications may be substituted for experience. Staff must be twenty-two (22) years or older.

H.10.4.3.6.D Clinical Director with a Masters in Social Work (LICSW), or related field; and three (3) years of post-graduate experience working with adolescents and young adults.

H.10.4.3.6.E One Social Worker shall be employed for every twenty (20) residents, in accordance with 29 DCMR Chapter 63 Section 6323.7. The Social Workers’ shift must include core hours when residents are in the home. Social Workers shall have a Masters degree in social work or a related field.

H.10.4.3.6.F Educational Coordinator with a Masters degree in education or a related field; or, a Bachelors Degree in Education, and five (5) years experience in counseling and guidance of high school students.

H.10.4.3.6.G Life Skills and Recreational Coordinator with Bachelors degree and experience in working with adolescents and young adults in a psycho-educational capacity.

H.10.4.3.6.H Certified or licensed Addictions Counselor responsible for providing education and treatment regarding substance and alcohol abuse (to include cigarette use). This position may be staffed or contracted.

H.10.4.3.6.I Registered Nurse (RN) for the provision of medication administration and to attend to the medical needs of the residents of the program. This position may be staffed or contracted.

H.10.4.3.6.J Quality Assurance Coordinator with a Bachelors or Masters Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance.

H.10.4.4 TEEN PARENT PROGRAMS

H.10.4.4.1 Staffing Array and Qualifications

H.10.4.4.2 The Provider of Teen Parent Program shall staff its program with an array of staff and qualifications as per the guidelines outlined in this section.

H.10.4.4.3 If a program serves two sites or less; the prospective Provider may propose fewer managerial staff, but must present the manner in which the functions of all positions, pertinent qualifications, and service array will be delivered to fulfill service requirements.

H.10.4.4.4 If a Provider delivers more than type of congregate care as part of its continuum of care model, the Provider may "share" key positions across programs on condition that staffing ratio and service array requirements are fully met.

H.10.4.4.5 The Program must employ a key staff possessing minimum qualifications of a LICSW to oversee social work and/or residential services provided directly to residents.

H.10.4.4.6 CFSA encourages Providers to develop overall staffing patterns that offer qualifications and expertise beyond minimum standards to provide residents with quality expertise and care. Positions requiring licensed credentials must demonstrate current and active licensure. The following represents a comprehensive staffing array:

H.10.4.4.6.A Administrator, Director, or Chief Executive Officer of organization with a Ph.D., Psy.D., Ed.D., or Masters in Social Work, Psychology, Public Administration, or related field, and a minimum of three (3) years experience in management of human services organization. Or, a Bachelor's degree and five (5) years experience in management of a human services organization, with particular focus in residential work with adolescents.

H.10.4.4.6.B Program or Site Director with a Masters degree and licensed in Social Work, Psychology, Public Administration, or related field; or, Bachelor's Degree in relevant field and a minimum of four (4) years of experience in directing programs serving children or adolescents.

H.10.4.4.6.C Residential Home Supervisor with a minimum of a Bachelors degree in social work or a related field (preferred); as well as a minimum of four (4) years of child welfare and/or residential experience.

H.10.4.4.6.D Direct Care Staff with High School degree or equivalent, and a minimum of two (2) years experience in residential services, client management, recreational and therapeutic activities, behavioral intervention, and participation in case planning process. Higher educational qualifications may be substituted for experience. Staff must be twenty-two (22) years or older.

H.10.4.4.6.E Social Work Coordinator with a Masters Degree and licensed in Social Work (LICSW preferred); or, Masters Degree in Psychology with experience managing clinical care. If the position is not filled by a LICSW, the functions of this position must be supervised by psychiatrist, psychologist, or LICSW. The Social Work Coordinator's shift must include core hours when residents are in the home.

H.10.4.4.6.F Educational and Life Skills Coordinator(s) that have a Bachelors Degree in Education, Social Work, Psychology or related field, and a minimum of two (2) years experience working with adolescents in a psycho-educational capacity.

H.10.4.4.6.G Quality Assurance Coordinator with a Bachelors or Masters Degree in Public Administration or Policy, Education, Social Work, or a related field with experience in data collection and quality assurance.

H.10.4.5 Traditional Group Home Staffing Ratio

Provider shall ensure that the following *minimum* staffing to resident ratio is upheld at all times in the group home:

H.10.4.5.1.A 1 staff to every 4 residents during morning, day and evening hours

H.10.4.5.1.B 1 staff to every 4 residents during the overnight shift

H.10.4.5.2 The Provider shall develop staffing patterns during the core hours when residents are in the group home that include staff with expertise and specific activities/services to coordinate/deliver to residents. Staff shall be incorporated into the staffing pattern that provide services to children and youth such as tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.

H.10.4.5.3 The Provider shall ensure a minimum of one (1) Direct Care staff member be on shift 24 hours per day even if all residents have off-site, day-time schedules. The Provider shall have staffing patterns that allow for children/youth to remain in their assigned home if sick, and have the ability to return to and enter the site for any unannounced change in their daily schedule. The Provider shall have two (2) staff (excluding volunteers and staff not providing direct care and supervision of residents) present at all times there is a resident present in the facility. Except for facilities staffed with live-in house parents, staff asleep within the facility shall not be considered on-duty.

- H.10.4.5.4** The Provider shall have access to on-call coverage by a physician or psychiatrist for urgent services, consultation, and medication administration.
- H.10.4.5.5** The Provider may utilize a registered nurse (RN) for medication administration that meets the credentials outlined in 29 DCMR Section 6263.
- H.10.4.5.6** The Provider shall profile the staffing array in its business plan and subsequent staffing records that includes, but is not limited to, the staffing pattern (ratios and configuration), reporting structure, educational degrees and/or certifications, languages spoken, areas of specialization, years of experience, and any other relevant information that outlines how staffing will support an effective treatment environment.
- H.10.4.5.7** The Provider shall ensure program staff has training, experience and skill in child and adolescent development, clinical coordination, behavior management, child abuse and neglect, family dynamics, crisis prevention and intervention, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.
- H.10.4.5.8** CFSA shall allow Provider flexibility in managing costs to include those for meeting the staffing requirements. The functions described in this section must be fulfilled, but the Provider is given latitude in having certain positions serve more than one site. For example, the Program or Site Director may serve in this capacity for more than one site (or facility). However, the "Residential Home supervisor" and a "Case manager" serve in slightly distinct capacities. The staffing array outlines a "Residential Home supervisor" with responsibility for managing the facility and its staff. The "Social Work Coordinator" plays a distinct role in that this person is required to have a Masters degree and licensure in Social Work, or Masters in Psychology with experience managing clinical care. The educational and clinical preparation requirements are more stringent for the Social Work Coordinator-which may be more closely related to the "Case Manager" position you describe.
- H.10.4.6 Therapeutic Group Home Staffing Ratio**
The Provider shall ensure that the following *minimum* staffing to resident ratio is upheld at all times in the group home:
- H.10.4.6.1.A** 1 staff to every 3 residents during morning, day and evening hours
- H.10.4.6.1.B** 1 staff to every 4 residents during the overnight shift
- H.10.4.6.2** The Provider shall develop staffing patterns during the core hours when residents are in the group home that include staff with expertise and specific activities/services to coordinate/deliver to residents. Staff shall be incorporated into the staffing pattern that provide services to children and youth such as tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.
- H.10.4.6.3** The Provider shall ensure a minimum of one (1) Direct Care staff member be on shift 24 hours per day even if all residents have off-site, day-time schedules. The Provider shall have staffing patterns that allow for children/youth to remain in their assigned home if sick, and have the ability to return to and enter the site for any unannounced change in their daily schedule. The Provider shall have two (2) staff present at all times there is a resident present in the facility.

- H.10.4.6.4** The Provider shall have access to on-call coverage by a physician or psychiatrist for urgent services, consultation, and medication administration.
- H.10.4.6.5** The Provider may utilize a registered nurse (RN) for medication administration that meets the credentials outlined in 29 DCMR Section 6263.
- H.10.4.6.6** The Provider shall profile the staffing array in its business plan and subsequent staffing records that includes, but is not limited to, the staffing pattern (ratios and configuration), reporting structure, educational degrees and/or certifications, languages spoken, areas of specialization, years of experience, and any other relevant information that outlines how staffing will support an effective treatment environment.
- H.10.4.6.7** The Provider shall ensure program staff has training, experience and skill in child and adolescent development, clinical coordination, behavior management, child abuse and neglect, family dynamics, crisis prevention and intervention, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.
- H.10.4.6.8** CFSA shall allow Provider flexibility in managing costs to include those for meeting the staffing requirements. The functions described in this section must be fulfilled, but the Provider is given latitude in having certain positions serve more than one site. For example, the Program or Site Director may serve in this capacity for more than one site (or facility). However, the “Residential Home supervisor” and a “Case manger” serve in slightly distinct capacities. The staffing array outlines a “Residential Home supervisor” with responsibility for managing the facility and its staff. The “Social Work Coordinator” plays a distinct role in that this person is required to have a Masters degree and licensure in Social Work, or Masters in Psychology with experience managing clinical care. The educational and clinical preparation requirements are more stringent for the Social Work Coordinator-which may be more closely related to the “Case Manager” position you describe.
- H.10.4.7 Independent Living Main Facility Staffing Ratio**
The Provider shall ensure that the following *minimum* staffing to resident ratio is upheld at all times in the main facility ILP, but in no event less than 2 staff persons (excluding volunteers and staff not providing direct care and supervision of residents) any time a resident is present in the facility. Except for facilities staffed with live-in house parents, staff asleep within the facility shall not be considered on-duty.
- H.10.4.7.1.A** 1 staff to every 8 residents during day, evening, and overnight hours
- H.10.4.7.2** The Provider shall develop staffing patterns during the core hours when residents are in the main facility that include staff with expertise and specific activities/services to coordinate/deliver to residents. Staff shall be incorporated into the staffing pattern that provide services to youth such as tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.
- H.10.4.7.3** The Provider shall ensure a minimum of one (1) Direct Care staff member be on shift 24 hours per day even if all residents have off-site, day-time schedules. The Provider shall have staffing patterns that allow for youth to remain in their assigned home if sick, and have the ability to return to and enter the site for any unannounced change in their daily schedule.
- H.10.4.7.4** The Provider shall have access to on-call coverage by a physician or psychiatrist for urgent services, consultation, and medication administration.

- H.10.4.7.5** The Provider may utilize a registered nurse (RN) for medication administration that meets the credentials outlined in 29 DCMR Section 6263.
- H.10.4.7.6** The Provider shall profile the staffing array in its business plan and subsequent staffing records that includes, but is not limited to, the staffing pattern (ratios and configuration), reporting structure, educational degrees and/or certifications, languages spoken, areas of specialization, years of experience, and any other relevant information that outlines how staffing will support an effective treatment environment.
- H.10.4.7.7** The Provider shall ensure program staff has training, experience and skill in child and adolescent development, clinical coordination, behavior management, child abuse and neglect, family dynamics, crisis prevention and intervention, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.
- H.10.4.7.8** CFSA shall allow Provider flexibility in managing costs to include those for meeting the staffing requirements. The functions described in this section must be fulfilled, but the Provider is given latitude in having certain positions serve more than one site. For example, the Program or Site Director may serve in this capacity for more than one site (or facility). However, the "Residential Home supervisor" and a "Case manger" serve in slightly distinct capacities. The staffing array outlines a "Residential Home supervisor" with responsibility for managing the facility and its staff. The "Social Work Coordinator" plays a distinct role in that this person is required to have a Masters degree and licensure in Social Work, or Masters in Psychology with experience managing clinical care. The educational and clinical preparation requirements are more stringent for the Social Work Coordinator-which may be more closely related to the "Case Manager" position you describe.
- H.10.4.8** **Teen Parent Program Staffing Ratio**
The Provider shall ensure that the following *minimum* staffing to resident ratio is upheld at all times in the group home:
- H.10.4.8.1.A** 1 staff to every 4 residents during morning, day and evening hours
- H.10.4.8.1.B** 1 staff to every 4 residents during the overnight shift
- H.10.4.8.2** The Provider shall develop staffing patterns during the core hours when residents are in the group home that include staff with expertise and specific activities/services to coordinate/deliver to residents. Staff shall be incorporated into the staffing pattern that provide services to children and youth such as tutoring, mentoring, recreation, counseling services, life skills, and other services beneficial to positive development.
- H.10.4.8.3** For Independent Living Main Facilities, the Provider shall ensure a minimum of one (1) Direct Care Staff member be on shift 24hrs per day even if all residents have off-site, day-time schedules. The provider shall have a staffing pattern that allow for children/youth to remain in their assigned home if sick, and have the ability to return to and enter the site for any un-announced change in their daily schedule. The provider shall have two (2) Direct Care Staff (excluding volunteers and staff not providing direct care and supervision of residents) present at all times whenever there is a resident present in the facility. Except for facilities staffed with live-in house parents, staff asleep within the facility shall not be considered on-duty.

- H.10.4.8.4** An independent Living Program that operates a main facility shall have a minimum resident to counselor ratio of 10:1 during daytime, 6:1 at evenings and 15:1 at night.
- H.10.4.8.5** A counselor on duty shall be awake and available at all times to all staff and residents through a pager or telephone whose number is conspicuously posted in the main facility. That number shall be available to each youth as well as the contracting entity and licensing Agency.
- H.10.4.8.6** An independent living facility shall have a counselor on call and available at all times to all residents 24hrs per day via cellphone, telephone and whose number is conspicuously posted in the main facility. That number shall be available to each youth as well as the contracting entity and licensing Agency.
- H.10.4.8.7** The Provider shall have access to on-call coverage by a physician or psychiatrist for urgent services, consultation, and medication administration.
- H.10.4.8.8** The Provider may utilize a registered nurse (RN) for medication administration that meets the credentials outlined in 29 DCMR Section 6263.
- H.10.4.8.9** The Provider shall profile the staffing array in its business plan and subsequent staffing records that includes, but is not limited to, the staffing pattern (ratios and configuration), reporting structure, educational degrees and/or certifications, languages spoken, areas of specialization, years of experience, and any other relevant information that outlines how staffing will support an effective treatment environment.
- H.10.4.8.10** The Provider shall ensure program staff has training, experience and skill in child and adolescent development, clinical coordination, behavior management, child abuse and neglect, family dynamics, crisis prevention and intervention, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.
- H.10.4.8.11** CFSA shall allow Provider flexibility in managing costs to include those for meeting the staffing requirements. The functions described in this section must be fulfilled, but the Provider is given latitude in having certain positions serve more than one site. For example, the Program or Site Director may serve in this capacity for more than one site (or facility). However, the "Residential Home supervisor" and a "Case manger" serve in slightly distinct capacities. The staffing array outlines a "Residential Home supervisor" with responsibility for managing the facility and its staff. The "Social Work Coordinator" plays a distinct role in that this person is required to have a Masters degree and licensure in Social Work, or Masters in Psychology with experience managing clinical care. The educational and clinical preparation requirements are more stringent for the Social Work Coordinator-which may be more closely related to the "Case Manager" position you describe.

H.11 STAFF SECURITY REQUIREMENTS

- H.11.1** The Provider shall conduct routine, pre-employment child protection and criminal record background checks of the Provider's staff and prospective staff to include consultants and sub-contractors with access to children. All staff, employees, consultants and sub-contractors must 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 HCA, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services. The Provider must ensure that employees, consultants and subcontractors obtain FBI and local police

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clearances every two (2) years, and a Child Protection Registry clearance on an annual basis.

H.11.2 The Provider shall not employ any staff in the fulfillment of work under this Human Care Agreement unless said person has undergone both background checks evidencing there are not any convictions of the following:

- H.11.2.1** Child abuse;
- H.11.2.2** Child neglect;
- H.11.2.3** Spousal abuse;
- H.11.2.4** A crime against children, including child pornography;
- H.11.2.5** A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault;
- H.11.2.6** Or, there is any information that the staff has been identified as a possible abuser or neglecter in a pending child abuse or neglect case.

H.11.3 The Provider shall screen new employees for drug and alcohol abuse, and then conduct subsequent, continuous testing on a random basis in accordance with 29 DCMR Section 6228.7

H.11.4 The Provider shall require staff to undergo a physical examination in accordance with 29 DCMR Section 6228.6.

H.11.5 The Provider shall terminate any staff for which an allegation of any of the following has been substantiated by an investigation by CFSA's Institutional Abuse Unit or a comparable Child Protective Services unit in any jurisdiction:

- H.11.5.1** Neglect of children;
- H.11.5.2** Physical abuse of children, families or staff members;
- H.11.5.3** Sexual abuse or harassment of children, families or staff members;
- H.11.5.4** Verbal or emotional abuse of children, families or staff members;
- H.11.5.5** Drug or alcohol use on the premises or with children and families, or such that the staff is under the influence while on duty;
- H.11.5.6** Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.

H.12 The Provider shall place a staff on suspension or administrative leave and bar access to children or youth following an allegation, and during the time of investigation into those criteria listed above in this agreement.

H.13 CFSA will consider as sufficient cause for placement restriction, and possible result in HCA termination, the Provider's failure to dismiss employees for the conditions listed in Section H.11.2 and H.11.5.

H.14 CFSA retains the right to make additional recommendations on staffing security issues that may come to its attention during staff record reviews.

H.15 STAFF TRAINING AND DEVELOPMENT

H.15.1 The Provider shall ensure staff can effectively perform the roles and responsibilities associated with their positions. All Provider training plans shall be in accordance with the requirements of 29 DCMR Chapter 63 Section 6326 on Staff Training to include, at a minimum:

- H.15.1.A** 20 hours of instructional training for new employees;
- H.15.1.B** 20 hours of experiential training for new employees;
- H.15.1.C** 40 hours of annual training for staff each subsequent year.

H.15.2 The training topics shall include, among others, that which is outlined in 29 DCMR Section 6326.5. In addition, the Provider must ensure all staff possess current first aid and CPR training as per 29 DCMR Section 6323.27, and shall provide training on the health topics outlined in Section C.5.8.8 of this agreement.

H.15.3 Non-volunteer staff members shall complete the 20 hours on instructional training, 20 hours of experiential training, and current first aid and CPR training within the first thirty (30) calendar days of employment. Volunteer staff members shall complete 25 hours of experiential and instructional training within the first thirty (30) calendar days of work at the facility.

H.15.4 The provider shall provide at least forty (40) hours of in-service training for each staff member each year covering topics determined jointly by the facility and the licensing agency, including where appropriate, training in acceptable methods of discipline required by DCMR chapter 29, 6273.4 and training in acceptable methods of restraint required by DCMR 29, 6274.3.

H.15.5 No more than ten (10) hours of on-line training may be used to fulfill the annual service training requirements for a staff member.

H.15.6 The prospective Provider shall include in its business plan an overview of the training plan for staff with a proposed training schedule and specified trainers and programs to be utilized.

H.15.7 The Provider shall maintain training records, including name and credentials of trainers, staff attendance and copies of the curriculum.

H.15.8 The Provider shall include as part of the training provided to staff modules on the following topics; Trauma Systems Therapy, crisis management, behavioral regulation, conflict resolution, crisis de-escalation, older youth engagement, family engagement, and positive youth development.

H.15.9 Training must be provided by certified trainers who are qualified and proficient in the area being trained.

H.16 EMERGENCY RESPONSE AND PLAN

H.16.1 The Provider shall have an emergency response plan that provides back-up power generators for the facility and an alternate location for residents that can serve as temporary housing and care in the event of a natural or man-made disaster. The Provider shall submit this plan within thirty (30) days of HCA award.

H.16.2 The Provider shall submit training provisions for its emergency response plan within three (3) days of

H.17 EMERGENCY RESPONSE/EMERGENCY PLAN

H.17.1 The Provider, at a minimum, shall have the following to address emergency requirements:

- 1) Facilities – address the requirement for back-up power generators; address a back-up location in case clients need to be re-directed for temporary housing and/or care; address training provisions in case of natural or man-made disasters.
- 2) Clients – address back-up actions in case of natural or man-made disasters where children could be unable to go to primary locations; address back-up locations to gather; address alternate phone numbers for children to call; address alternate trusted individuals that children can reach in be cared for; address training on all these aspects for CFSA’s administrators, parents and children.
- 3) Plan – ask for a plan on conducting all of this, including the written plan, training, and CFSA’s role.

H.18 CONTRACT TRANSITION PERIOD

H.18.1 In the event of either termination or pending expiration of this HCA, the Provider shall assist the Agency in the smooth and orderly transition of the children in its care to a new provider. This time shall be identified as the Transition Period.

H.18.2 CFSA shall provide the Provider, no later than seven (7) days prior to the start of the Transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

H.18.3 During the Transition Period the Contractor shall cooperate with the CFSA to ensure that all clients are transitioned in accordance with Chapters 62 and 63 of 29 DCMR, as amended.

H.18.4 The Provider shall continue to provide the services as described in this HCA during the Transition Period as outlined in accordance with Chapters 62 and 63 of 29 DCMR, as amended. The Provider shall continue to follow the billing procedures outlined in Section G of this HCA.

H.18.5 The Transition Period shall be no more than sixty (60) days prior to the expiration date of the contract. If the Transition Period is utilized to the expiration of the HCA, the Provider is to submit the final invoice within 30 days of the HCA expiration.

H.19 CLIENT RECORDS

The client records (with all documents and related volumes) of each client placed with the Provider during the term of this agreement shall remain the exclusive property of the District/CFSA.

H.19.1 CLOSED CLIENT RECORDS

The Provider shall provide the District/CFSA with all documents and related original client record volumes for each client formerly placed with the Provider within thirty (30) days of conclusion of services. The Provider shall provide the District/CFSA with all documents and related original client record volumes for each client placed with the Provider within thirty (30) days of termination of the agreement. The Provider shall provide a master listing of all closed hard copy client records for each client formerly placed with the Provider and being transferred back to the District/CFSA at the time

of transfer. The listing shall consist of the client's name, FACES case number, number of volumes, and the date of closure.

H.19 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.19.1 A provider 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 Provider shall request criminal background checks for the following positions:

All positions listed in the Provider's business plan having direct contact with children/youth.

H.19.2 The Provider 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 Provider shall request traffic records for the following positions:

All positions listed in the Provider's business plan having direct contact with children/youth.

H.19.3 The Provider 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.19.4 The Provider 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.19.5 The Provider 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 Provider has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;

- (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;

 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or
 - (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Provider 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 Provider 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.19.6

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

H.19.7

Prior to requesting a criminal background check, the Provider 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 Provider 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.19.7(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.
- H.19.8** The Provider 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.19.9** Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- H.19.10** The Provider 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.19.11** The Provider shall provide copies of all criminal background and traffic check reports to the CA.
- H.19.12** The Provider 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.19.13** The Provider 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.19.14** The Provider 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.19.15** The Provider 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.19.16** Unless otherwise specified herein, the Provider shall conduct periodic criminal background checks upon the exercise of each option year of this HCA for current employees and unsupervised volunteer in the positions listed in sections H.10.
- H.19.17** 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.19.18** 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 Provider whether an

offer may be made to each applicant.

H.19.19 If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider 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.19.20 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 Provider shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

H.20 NON-DISCRIMINATION

In accordance with the District of Columbia Human Rights Act of 1977, as amended, District of Columbia Official Code Section 2-1401.01et seq., (Act) the Contractor as an Agency of the District of Columbia shall not discriminate on the basis of actual or perceived: Race, Color, Sex (Gender or sexual harassment), National Origin, Religion, Age, Marital Status, Personal Appearance, Sexual Orientation, Gender Identity or Expression, Family Responsibilities, Matriculation, Political Affiliation, Genetic Information and/or Disability.

H.21 SUBCONTRACTING REQUIREMENTS

H.21.1 Mandatory Subcontracting Requirements

H.21.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.21.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.21.1.3 A prime contractor which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.21.1 and H.9.21.2.

H.22 RESERVED

**** 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 HCA resulting from this solicitation. To obtain a copy of the SCP go to www.ocp.dc.gov, click on Opportunities and Support, then click on "Standard Contract Provisions – Supplies and Services Contracts (March 2007)" under related content.

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

I.3.1 All information obtained by the Provider relating to any employee or customer of the District will be kept in absolute confidence and shall not be used by the Provider in connection with any other matters, nor shall any such information be disclosed to any other person, firm, or corporation, in accordance with the District and Federal laws governing the confidentiality of records.

I.3.2 All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

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 HCA 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 HCA 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 HCA shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this HCA, 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, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider 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 HCA, 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 of duplication or disclosure is subject to restrictions stated in HCA No. _____
With _____

(Provider'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 Provider 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 HCA prior to the delivery date of the software. Failure of the Provider 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 Provider 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 Provider, in any work of authorship prepared for or acquired by the District under this HCA. Unless written approval of the Contracting Officer is obtained, the Provider shall not include in technical data or computer software prepared for or acquired by the District under this HCA any works of authorship in which copyright is not owned by the Provider 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 HCA, the Provider 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 Provider'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 Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this HCA or any paid-up maintenance agreement, or if Provider 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 HCA, 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 Provider 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 HCA, or (ii) based upon any data furnished under this HCA, 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 Provider by the District and incorporated in the work furnished under HCA, provided that such incorporated material is identified by the Provider at the time of delivery of such work

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

The Provider hereunder shall not subcontract any of the Provider's work or services to any subcontractor without the prior written consent of the Contracting Officer. 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 Provider. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this HCA. Notwithstanding any such subcontract approved by the District, the Provider shall remain liable to the District for all Provider's work and services required hereunder.

I.8 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation.
2. Automobile Liability Insurance. The Provider shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this HCA. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Provider shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the HCA is performed.

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

4. Umbrella or Excess Liability Insurance. The Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$5,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Provider shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this HCA. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.
6. Sexual/Physical Abuse & Molestation. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.
7. Property Insurance. The Provider shall maintain All Risk or broad form property insurance for the building and facilities where services will be rendered on a replacement cost basis to include coverage for vandalism, malicious mischief, and theft.

B. DURATION. The Provider shall carry all required insurance until all HCA 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 HCA.

- 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 HCA.**
- D. **PROVIDER'S PROPERTY.** Provider 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 Provider shall include all of the costs of insurance and bonds in the HCA price.
- F. **NOTIFICATION.** The Provider shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. **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.8.1 CERTIFICATES OF INSURANCE

- I.8.2 The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in Section I.5 prior to commencing work. Evidence of insurance shall be submitted to:

Tara Sigamoni
Agency Chief Contracting Officer
District of Columbia Child and Family Services Agency
200 I Street, S.E. Suite 2030
Washington, D.C. 20003
(202) 724-7415
Fax: (202) 727-5886

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. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 ORDER OF PRECEDENCE

I.10.1 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 precedence:

I.10.1.1 LaShawn A. v. Bowser Implementation and Exit Plan

I.10.1.2 Sections A through I of this HCA.

I.10.1.3 Any Task Orders issued pursuant to this HCA.

I.10.1.4 Section J in the order of precedence set forth therein.

I.11 HCAs IN EXCESS OF ONE MILLION DOLLARS

I.11.1 Unless the Council of the District of Columbia has already approved the total not-to-exceed amount of the HCA, any task order or task orders issued pursuant to this HCA totaling in excess of one million dollars, 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 Contracting Officer

I.12 HIPPA PRIVACY COMPLIANCE

I.12.1 For the purpose of this agreement Child and Family Services (CFSA), a covered component within the District of Columbia’s Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended (the “HIPAA Regulations”) and The Elizabeth Ministry, Inc., as a recipient of Protected Health Information or electronic Protected Health Information from Child and Family Services, 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 performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. Covered Entity means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, Covered Entity shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- c. Data Aggregation means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. Designated Record Set means a group of records maintained by or for the Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity. Health Care Components must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term "health care operations" in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A Hybrid Entity is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business

associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.

- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI) Rule*: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. *Privacy Officer*. The person designated by the Privacy and 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 HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer 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;

Protected Health Information 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 Protected Health Information or electronic Protected Health Information (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 comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.

- e. 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 Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. 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 Protected Health Information 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.
- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information 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.
- h. 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 Protected Health Information 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 attached hereto as Exhibit A and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information 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 Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. 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 Privacy 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 Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information 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 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.

1. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information 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 Protected Health Information 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.
- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information 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 Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA 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 Protected Health Information 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 Protected Health Information 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 Protected Health Information 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 Protected Health Information 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 electronic PHI (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 Protected Health Information 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 Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information 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 Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule 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 Protected Health Information 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 Agreement;
- f. 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 Protected Health Information 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 Protected Health Information 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 Protected Health Information, 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 Protected Health Information 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, Protected Health Information 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 Protected Health Information 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 Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.

- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification 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 Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, 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 Protected Health Information than those of HIPAA and its Privacy Rule.

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 Protected Health Information, 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 Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or

otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to:

If to the Covered Entity, to:

Child and Family Services and Education Privacy
200 I Street, S.E, Suite 3620
Washington, D.C. 20003
Attention: Dionne M. Bryant
Fax: 202-727-6333

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph 1 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.

Attachments:

Exhibit A. Identity and Procedure Verification

I.13 ACCESS TO RECORDS

- I.13.1** The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the HCA.
- I.13.2** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.13.3** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

I.14 LIVING WAGE ACT OF 2006

- I.14.1** Except as described in I.14.8, below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective January 1, 2015, (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for HCA for services in the amount of \$100,000 or more in a 12-month period.
- I.14.2** The Provider 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.
- I.14.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the HCA no less than the current living wage rate.
- I.14.4** The Department of Employment Services may adjust the living wage annually and the OCP

will publish the current living wage rate on its website at www.ocp.dc.gov.

- I.14.5** The Provider shall provide a copy of the Fact Sheet attached as J.6 of the solicitation to each employee and subcontractor who performs services under the HCA. The Provider shall also post the Notice attached as J.5 of the solicitation in a conspicuous place in its place of business. The Provider 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.
- I.14.6** The Provider shall maintain its payroll records under the HCA 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 HCA.

I.14.7 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.*

I.14.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) HCA's 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) HCA's for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) HCA's for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) HCA's or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

I.14.9 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.

I.15 This HCA, including specifically incorporated documents, constitutes the total and entire agreement between the parties. All previous discussions, writings, and agreements are merged herein.

I.16 GOVERNING LAW

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

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

SECTION J: ATTACHMENTS

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

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	Wage Determination N0.2005-2103, Revision #15 dated December 22, 2014
J.3	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet Effective January 1, 2015 www.ocp.dc.gov click on "Required Solicitation Documents"
J.4	Cost/Price Data Requirements - Disclosure Data http://ocp.dc.gov/service/ocp-solicitations click on "Required Solicitation Documents"
J.5	Office of Youth Empowerment Benchmarks
J.6	Budget Documents to include Attachment "A"
J.7	Bureau of Labor Statistics (Economic Releases) Consumer Price Index for all Urban Consumers (CPI-U) http://www.bls.gov/home.htm
J.8	"THE LIVING WAGE ACT OF 2006" & LIVING WAGE FACT SHEET

Congregate Care
J.8 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Public Law	Child Abuse and Prevention Treatment Act, 42 U.S.C. § 5101 et	Most current version
2	D.C. Law	Prevention of child Abuse and Neglect Act of 1977 D.C. Official Code § 16-2351-2365 et seq.	Most current version
3	Public Law 105-89	Adoption and Safe Families Act of 1997, 42 U.S.C. § 1305 et seq.	Most current version
4	Public Law	Adoption Assistance and Child Welfare Act of 1997, 42 U.W.C. § 620 et seq.	Most current version
5	Public Law	Multiethnic Placement Act of 1994, 42 U.S.C. § 1996B et seq.	Most current version
6	Public Law	Title IV, Part B of the Social Security Act, 42 U.S.C. § 620 et seq.	Most current version
7	D.C. Law	Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978; D.C. Official Code § 7-1301,02 et seq.	Most current version
8	Public Law	Health Insurance Portability and Accountability Act of 1996, 41 U.S.C. § 1320d et seq.	Most current version
9	Public Law	Individual with Disabilities Education Act 20 U.S.C. § 1400 e et seq.	Most current version
10	DC Law	“Child and youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2005”	Most current version
11	TST Manual	Collaborative Treatment of Traumatized Children and Teens	Most current version
12	Article	“How, as a worker, do I do TST” Reader’s Digest Condensed Version in 6 Artful Steps	Most current version
13	Law	Lashawn vs Bowser	Most current version
14	DC Law	29 DCMR 62 Youth Residential Facilities Licensure Act of 1986,	Most current version
15	Law	Human Trafficking	Most current version
16	Resource Guide	Human Trafficking Resource Guide	(March 2015)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

K.1 CERTIFICATION REGARDING A DRUG-FREE WORKPLACE (JULY 1990)

K.1.1 Definitions. As used in this provision:

K.1.1.1 Controlled substance: means a controlled substance in schedules I through V of Section 202 of the Controlled Substances Act (21 U.S.C. § 812) and as further defined in regulation at 21 CFR 1308.11 - 1308.15.

K.1.1.2 Conviction: means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the federal or state criminal drug statutes.

K.1.1.3 Criminal drug statute: means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, possession or use of any controlled substance.

K.1.1.4 Drug-free workplace: means the site(s) for the performance of work done by the Contractor in connection with a specific contract at which employees of the Contractor are prohibited from engaging in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance.

K.1.1.5 Employee: means an employee of a contractor directly engaged in the performance of work under a District contract. "Directly engaged" is defined to include all direct cost employees and any other contractor employee who has other than a minimal impact or involvement in contract performance.

K.1.1.6 Individual: means an offeror/contractor that has no more than one employee including the offeror/contractor.

K.1.2 The Contractor, if other than an individual, shall within 30 days after award (unless a longer period is agreed to in writing for contracts of 30 days or more performance duration), or as soon as possible for contracts of less than 30 days performance duration:

- (1) Publish a statement notifying its employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Contractor's workplace and specifying the actions that will be taken against employees for violations of such prohibition;
- (2) Establish an ongoing drug-free awareness program to inform such employees about:
 - a. The dangers of drug abuse in the workplace;
 - b. The Contractor's policy of maintaining a drug-free workplace;
 - c. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
- (3) Provide all employees engaged in performance of the contract with a copy of the statement required by section K.1.2(1) of this clause;

- (4) Notify such employees in writing in the statement required by section K.1.2(1) of this clause that, as a condition of continued employment on this contract, the employee will:
- a. Abide by the terms of the statement; and
 - b. Notify the employer in writing of the employee's conviction under a criminal drug statute for a violation occurring in the workplace no later than 5 days after such conviction.
- (5) Notify the Contracting Officer in writing within 10 days after receiving notice under section K.1.2(4)(b) of this clause, from an employee or otherwise receiving actual notice of such conviction. The notice shall include the position title of the employee;
- (6) Within 30 days after receiving notice under section K.1.2(4)(b) of this clause of a conviction, take one of the following actions with respect to any employee who is convicted of a drug abuse violation occurring in the workplace:
- a. Take appropriate personnel action against such employee, up to and including termination; or
 - b. Require such employee to satisfactorily participate in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency; and
- (7) Make a good faith effort to maintain a drug-free workplace through implementation of section K.1.2(1) through K.1.2(6) of this clause.

K.1.3 The Contractor, if an individual, agrees by award of the contract or acceptance of a purchase order, not to engage in the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance while performing this contract.

K.1.4 In addition to other remedies available to the District, the Contractor's failure to comply with the requirements of sections K.1.2 or K.1.3 of this clause may render the Contractor subject to suspension of contract payments, termination of the contract for default, and suspension or debarment.

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

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 CONTRACT AWARD

L.1.1 Most Advantageous to the District

The District intends to award *multiple Human Care Agreements* resulting from this solicitation to qualified offeror(s) to satisfy all or part of the District's anticipated requirements for Congregate Care – Teen Bridge Services as described in the HCA after the Contracting Officer determines it is in the best interest of the District, considering the offeror(s) Qualification, its capability of providing the service and a judgment that the price proposed by the offeror is reasonable.

L.1.2 Initial Offers

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

L.2 BUSINESS PLAN FORM, ORGANIZATION AND CONTENT

One original and four (4) copies of the written business plan shall be submitted in two parts, titled "Technical Business Plan" and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. One copy of the business plan shall be submitted in PDF format on a CD and three original hard copies. Each business plan shall be submitted in a sealed envelope conspicuously marked: "Business Plan in Response to **DCRL-2016-H-0034**."

L.2.1 Business Plan – Part I

The Offeror shall submit a business plan. The business plan shall be organized in accordance with the sections listed below.

Section I	Offeror's Detailed Business Plan in response to Section C
Section II	Offeror's Clearances in accordance with Section H.11.1 for current staff

L.2.2 Cost and Price – Part II

The Offeror shall submit its cost and price as a separate package apart from the Business Plan. The contractor shall include the following:

Section I	Price Schedule
Section II	Cost and Pricing Data for each CLIN for each year
Section III	Cost Price Disclosure Statement
Section IV	Budget for Each CLIN for each year

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

L.3.1 Business Plan Submission

Business plans must be submitted no later than Monday, June 29, 2015 @ 2:00pm. Business Plan, modifications to business plans, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

- (a) The business plan 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 business plan or modification was sent by mail and it is determined by the Contracting Officer that the late receipt at the location specified in the solicitation was caused by mishandling by the District. The business plan is the only proposal received.

L.3.2 Withdrawal or Modification of Business Plans

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

L.3.3 Postmarks

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

L.3.4 Late Modifications

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

L.3.5 Late Business Plan

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

L.4 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relative to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. **The prospective offeror shall submit questions no later than seven (7) calendar days after the pre-proposal conferences**

indicated for this solicitation. The District will not consider any questions received less than 19 (**nineteen**) days before the date set for submission of Business Plan. The District will furnish responses promptly to all other prospective offerors. An amendment to the solicitation will be issued if that information is necessary in submitting offers, or if the lack of it would be prejudicial to any other prospective offerors. Oral explanations or instructions given before the award of the contract will not be binding.

L.5 FAILURE TO SUBMIT OFFERS

Recipients of this solicitation not responding with a business plan should not return this solicitation. Instead, they should advise the Contracting Officer, Contract and Procurement Administration, 200 I Street S.E, 2ND Floor, Ste.2030N, Washington DC 20003, telephone (202) 724-5300, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, *Tara Sigamoni* of the reason for not submitting a business plan in response to this solicitation. If a recipient does not submit an offer and does not notify the Contracting Officer, Tara Sigamoni, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

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

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

L.7 OPTION YEARS

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

L.8 PROTESTS

Any actual or prospective offeror or contractor who is aggrieved in connection with the solicitation or award of a contract, must file with the D.C. Contract Appeals Board (Board) a protest no later than 10 business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in a solicitation which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In

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procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the Contracting Officer for the solicitation.

L.9 SIGNING OF OFFERS

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

L.10 UNNECESSARILY ELABORATE BUSINESS PLANS

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

L.11 RETENTION OF BUSINESS PLANS

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

L.12 PREPARATION COSTS

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

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

In addition to other business plan submission requirements, the offeror must submit an electronic copy of its business plan, redacted in accordance with any applicable exemptions from disclosure in D.C. Official Code § 2-534, in order for the District to comply with Section 2-536(b) that requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under Section 2-534(a)(1).

L.14 FAMILIARIZATION WITH CONDITIONS

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

L.15 ACKNOWLEDGMENT OF AMENDMENTS

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

L.16 BEST AND FINAL OFFERS

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

L.17 LEGAL STATUS OF OFFEROR

Each business plan must provide the following information:

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

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

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

L.18 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held from **1:00 a.m. to 3:00pm** on December 3, 2015 at **200 I (eye) Street, SE, Washington, DC 20003, in Conference Room 2658**. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

- L.18.1 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. Official answers will be provided in writing to all prospective offerors who are listed on the official offerors' list as having received a copy of the solicitation. Answers will be distributed to all attendees by electronic mail.

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

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SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

The contracts will be awarded to the responsible offeror whose business plan is most advantageous to the District.

M.2 BUSINESS PLAN REVIEW CRITERIA

The Business Plan Review Criteria is as follows:

Adjective	Description
Unacceptable	Fails to meet minimum requirements; e.g., no demonstrated capacity, major deficiencies which are not correctable; offeror did not address the factor.
Acceptable	Meets requirements; no deficiencies.
Good	Meets requirements and exceeds some requirements; no deficiencies.

M.3 GUIDELINES FOR REVIEW AND DETERMINATION

- M.3.1** Business Plan consistent with the Scope of Work to include a Quality Assurance System that includes a Quality Assurance Coordinator to manage programmatic outcomes, PPW (Placement Provider Web) data and other performance indicators.
- M.3.2** Cost effectiveness of plan related to program strategies and number of children served.
- M.3.3** Service provider's ability to provide key elements from the SOW such as credentialed staff, 24 hour placement ability, comprehensive programming capabilities and demonstrated positive past performance for children.
- M.3.4** Service provider's personnel infrastructure stating ability to provide levels of professional staff and direct care staff (hiring and retention) to ensure access to contracted bed capacity 24 hours per day.
- M.3.5** Service provider's plan and demonstrated ability to achieve benchmarks in child welfare best practices, including reduction of multiple placements and permanency for children.
- M.3.6** Continuity of care for existing CFSA children in congregate care.
- M.3.7** Maximums that the contractor can meet.
- M.3.8** Service provider's licensed (or potential license) bed capacity for targeted programs.
- M.3.9** Preference maybe given to entities located in the following order District of Columbia, Maryland and Virginia.
- M.3.10.** Established entities located outside the District of Columbia but interested in moving to the District must show evidence being capable of being licensed no later than 120 days after HCA award.
- M.3.10.1** The entity must submit a complete work plan to show how it intends to meet the 120 day license requirement.

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