



SOLICITATION, OFFER, AND AWARD	1. Caption Youth Aftercare Services	Page of Pages 1 83
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2. Contract Number	3. Solicitation Number DCRL-2016-R-0079	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input checked="" type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Emergency	5. Date Issued 06/15/2016	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside CBE Designated Category
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7. Issued By: Child and Family Services Agency Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003	8. Address Offer to: Child and Family Services Agency Contracts and Procurement Administration 200 I Street, S.E. Suite 2031 Washington, D.C. 20003
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NOTE: In sealed bid solicitations "offer" or "offeror" means "bid or "bidder"

SOLICITATION

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the **Office of Contracts and Procurement Administration, at 200 I Street, S.E., Suite 2031, Washington DC 20003 at 2:00 p.m. Local time on 07/15/2016.**
 CAUTION: Late submission, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in solicitation.

10. For Information Contact	A. Name Robert O. Stona	B. Telephone (Area Code) 202 (Number) 724-7475 (Ext) N/A	C. E-mail Address robert.stona@dc.gov
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OFFER

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

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

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

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation

2. Name of Contracting Officer (Type or Print) Tara Sigamoni	23. Signature of Contracting Officer (district of Columbia)	24. Award Date
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SECTION B: SUPPLIES OR SERVICES AND PRICE

B.1 The Child and Family Services Agency seeks a contractor to provide community-based services for young adults who are emancipating from the foster care system known as Youth After Care Services, to support them in transitioning to a successful, independent adult life.

B.2 The District contemplates the award of one contract with fixed unit prices with a cost reimbursement component as specified in Section B – Pricing Schedule.

B.2 PRICE SCHEDULE

B.2.1 Base Year					
CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Contracted Units of Service	Maximum Contracted Amount
0001	Direct Services	\$_____	365	_____	\$_____
0002	Administrative Cost (capped at 40%)	N/A	N/A	N/A	\$
0003	Cost Reimbursement	N/A	N/A	N/A	\$_____
	TOTAL				\$_____

B.2.2 Option Year 1					
CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Contracted Units of Service	Maximum Contracted Amount
0001	Direct Services	\$_____	365	_____	\$
0002	Administrative Cost (capped at 40%)	N/A	N/A	N/A	\$
0003	Cost Reimbursement	N/A	N/A	N/A	\$
	TOTAL				\$

B.2.3 Option Year 2					
CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Contracted Units of Service	Maximum Contracted Amount
0001	Direct Services	\$_____	365	_____	\$
0002	Administrative Cost (capped at 40%)	N/A	N/A	N/A	\$
0003	Cost Reimbursement	N/A	N/A	N/A	\$
	TOTAL				\$

B.2.4 Option Year 3					
CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Contracted Units of Service	Maximum Contracted Amount
0001	Direct Services	\$_____	365	_____	\$
0002	Administrative Cost (capped at 40%)	N/A	N/A	N/A	\$
0003	Cost Reimbursement	N/A	N/A	N/A	\$
	TOTAL				\$

B.2.5 Option Year 4					
CLIN No.	Service	Per-Diem/ Rate	Maximum Days	Contracted Units of Service	Maximum Contracted Amount
0001	Direct Services	\$ _____	365	_____	\$ _____
0002	Administrative Cost (capped at 40%)	N/A	N/A	N/A	\$ _____
0003	Cost Reimbursement	N/A	N/A	N/A	\$ _____
	TOTAL				\$ _____

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* Youth After Care Services Costs via Individual items of costs may not be paid or reimbursed from more than one payment component.

B.3.1 Direct Services

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

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

B.3.2 Administrative Cost

B.3.2.1 The District shall pay the Provider a monthly administrative rate as defined in the “Attachment A; Budget Package” instructions. The administrative cost will be capped at 40% and will be paid monthly without regard to number of children/youth placed during the month.

B.3.3 Cost Reimbursement

B.3.3.1 The Provider will be paid on a cost reimbursable basis for the cost of negotiated budgeted items and/or services such as food, shelter, clothing, personal incidentals, school supplies, personal allowance, and travel for the children/youth in care and other charges as identified in the approved

Contract Operating Budget, which are not included in either the congregate care daily per-diem or the monthly administrative rate. (See “Attachment A; Budget Package” instructions for details.)

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

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

B.4 COST REIMBURSEMENT CEILING

B.4.1 CLIN 0003 of the contract sets forth for the ceiling amount for the cost element of the contract. (“ceiling”).

B.4.2 The amount for performing this cost element of the contract shall not exceed the ceilings specified in CLIN 0003.

B.4.3 The Provider shall notify the Agency Chief Contracting Officer, in writing, whenever it has reason to believe that the total amount for the performance of this contract will be either greater or substantially less than the ceilings.

B.4.4 As part of the notification, the Provider shall provide the Agency Chief Contracting Officer with a revised estimate for the ceilings for performing this contract.

B.4.5 The District is not obligated to pay the Provider for amounts incurred in excess of the ceilings specified in the contract and the contractor is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract) or otherwise incur amounts in excess of the ceilings specified in the contract, until the contracting officer notifies the Provider, in writing, that the ceilings have been increased and provides revised ceilings for performing this contract.

B.4.6 No notice, communication, or representation in any form from any person other than the contracting officer shall change the ceilings. In the absence of the specified notice, the District is not obligated to pay the contractor for any amounts in excess of the ceilings, whether such amounts were incurred during the course of the contract performance or as a result of termination.

B.4.7 If the contracting officer increases the ceilings, any amount the Provider incurs before the increase that is in excess of the previous ceilings shall be allowable to the same extent as if incurred afterward, unless the contracting officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.

- B.4.8** A change order shall not be considered an authorization to exceed the applicable ceilings, unless the change order specifically increases the ceilings.
- B.4.9** At any time or times before final payment and three (3) years thereafter, the contracting officer may have the Provider's invoices or vouchers and statements audited. Any payment may be reduced by amounts found by the contracting officer (1) not to constitute allowable payment as adjusted for prior overpayments or underpayments, or (2) not to constitute allowable, allocable, or reasonable costs. This section is subject to the Disputes provision of the contract.
- B.4.10 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 B *****

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Child and Family Services Agency is seeking a contractor that is in central locations in the District of Columbia with demonstrated and established relationships and/or partnerships with a wide array of community based service providers and /or community based hubs. The successful contractor shall be capable of ensuring consistency in the delivery of the model proposed for all young adults in receipt of Aftercare services throughout the District.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Title
Appendix A	Positive Youth Development Framework
Appendix B	CFSA’s “Transition-to-Adulthood” Outcomes & Benchmarks
Attachment C	Required Programming, Resources and Knowledge

C.3 DEFINITIONS

These terms when used in this RFP have the following meanings:

- C.3.1 Aftercare** – Services, resources and support provided to young adults between the ages of 21 to 23 who have aged out of the District of Columbia child welfare system.
- C.3.2 Assessment** – The evaluation and identification of a family’s current level of functioning, including the young adults’ strengths and/or service needs, and the availability or need for a family and/or community support network. A combination of tools may be needed to complete a successful assessment, including but not limited to the Child and Adolescent Functional Assessment Screening Tool, Trauma checklist and/or Assessment, Foster Care Transition Tool Kit or other Educational and Career Assessments. Assessments shall include the following: housing, adult employment, finances, food, clothing, and education.
- C.3.3 CAFAS/PECFAS - (Child and Family Assessment Scale)** - The standard for assessing a young adults’ day-to-day functioning across critical life subscales and for determining whether a young adults’ functioning improves over time.

- C.3.4 Case Closure** - Youth Aftercare case closure occurs when a young adult reaches age 23 or unless the young adult decides between the ages of 21-23 that services are not needed. **Note:** However, young adults from 21-23 years of age may re-engage in services.
- C.3.5 Case Notes** – Documentation of activities that support the implementation of the Case Plan. Each and every form of engagement between the family, and/or the young adults and the Contractor’s Worker or other personnel is documented in the case notes and ties back to the goals in the Case Plan. The case notes should contain the how, what, why, and when of the Worker’s, or other personnel’s engagement with the family or young adults. The notes should also indicate whether the young adults refused services.
- C.3.6 Case Plan** –A written document developed with the young adults that outlines activities required for achieving designated goals. The plan outlines the goals and objectives for the young adults, and the timeframes for achieving these goals. Case plans are reviewed periodically to assess progress and identify barriers to meeting the plan’s goals and objectives.
- C.3.7 Centralized Operating Locations** – Contractor is located in central locations in the District of Columbia and has demonstrated and established relationships and/or partnerships with a wide array of community based service providers and /or community based hubs.
- C.3.8 Community-Based Services**– Array of services delivered to the young adults and/or the family by (?) professionals where services are located within the young adult’s community.
- C.3.9 Community-Based Service Provider** – The helping professionals deliver an array of services to the young adults and/or the family from within their community.
- C.3.10 Community Support Network** – These are the services, programs, groups, and resources available to the young adults within their communities.
- C.3.11 Engagement** – The process of building a collaborative working relationship with young adults and his/her family and support network in order to meet the identified and individualized case plan goals established collaterally with the young adults at the center. Engagement is based on honesty, empathy, mutual respect, unconditional positive regard, and respect for diversity.
- C.3.12 Family Support Network** – Any person who provides support to the young adults and their family. These could include birth parents, children, guardians, resource parents, kin, and significant other who the young adults consider family. This could also include non-relative support such as neighbors, clergy or mentors.
- C.3.13 Facilitate** – To coordinate actions that ensure access to and engagement with the services as outlined in each young adults’ case plan. The Contractor’s “facilitation” ensures services are fully implemented for the young adults and/or the family.
- C.3.14 Financial Supports** – Financial incentives to assist the engaged young adults who are attempting to locate employment, housing, attend educational programming or self-development activities. These financial supports could include money, tokens, gift cards, etc.
- C.3.15 Four Pillars** – This is a strategic effort that that seeks to improve outcomes for children, young adults, and families at every step in their involvement with District child welfare. Each pillar features a values-based foundation, a set of evidence-based strategies, and a series of specific

outcome targets. The four pillars are:

- A. **Front Door:** Children deserve to grow up with their families and should be removed from their birth homes only as the last resort. Child welfare gets involved only when families cannot or will not take care of children themselves. When we must remove a child for safety, we seek to place with relatives first.
- B. **Temporary Safe Haven:** Foster care is a good interim place for children to live while we work to get them back to a permanent home as quickly as possible. Planning for a safe exit begins as soon as a child enters the system.
- C. **Well Being:** Every child has a right to a nurturing environment that supports healthy growth and development, good physical and mental health, and academic achievement. Institutions don't make good parents. But when we must bring children into care for their safety, we give them excellent support.
- D. **Exit to Permanence:** Every child and youth exits foster care as quickly as possible for a safe, well-supported family environment or life-long connection. Older youth have the skills they need to succeed as adults.

C.3.16 Foster Club Transition Toolkit is a user-friendly online template that youth ages 15 to 20 can use to create a sound plan to prepare for adulthood. It incorporates a team approach to case management and factors in the youths' strengths and challenges.

C.3.17 Group Case Consultation – A tool used by workers to teach and learn from their peers as they review and consult on cases as a group.

C.3.18 Hard Outcomes – Are non-negotiable outcomes for the young adults such as stable housing, employment and a set of personal documents such as state issued Id/DC One card, Birth certificate, SSN card, and library card, etc.

C.3.19 Inactive Case – A case that had been managed by the contractor but has become inactive due to disengagement of the young adults in the available services, or reduced need for services and activities.

C.3.20 Mentoring – Mentoring is the support and encouragement young adults receive to manage their own learning and lives in order that they may maximize their potential, develop their skills, improve their performance and become the person they want to be. Mentoring is a powerful personal development and empowerment tool. It is an effective way of helping people to progress in their lives and careers and is becoming increasingly popular as its potential is realized.

C.3.21 Positive Youth Development (PYD) – Is a comprehensive framework outlining the support young people need in order to be successful. PYD emphasizes the importance of focusing on young adults' strengths instead of their risk factors to ensure that all young adults grow up to become contributing adults. It is the framework for all programming, staffing, and operational decisions.

The principles of PYD adhere to these eight core tenets:

- Young adults' voices are in the forefront
- The program focuses on capacity building
- All activity is linked to young adults outcomes
- Programming maximizes life exposure

- Variability is expected
- Time spent with the young adults is a top priority
- Mentoring is consistently available
- Young adults are actively involved in their communities.

More information about PYD can be found at Appendix A.

C.3.22 Primary Case Managing Worker (PCMW) – The CFSA Worker or the Private Agency Worker assigned to the Aftercare youth while still in the foster care system. The PCMW is responsible for the assessment, development and implementation of the case plan. The PCMW acts as lead, and works in collaboration with identified service providers (health, mental health, education, etc.) to ensure the individual needs of the child, young adults, or family are being met through the prompt and effective delivery of services that fulfill the comprehensive case plan requirements.

C.3.23 Provider Agencies (Providers) – Licensed, private agencies providing group or family based foster care and/or case management services under the human care agreement between the Provider Agency and CFSA.

C.3.24 Secondary Case Managing Worker (SCMW) – The Contractor’s Worker, assigned to the Aftercare youth. The SCMW is responsible for supporting the PCMW (Primary Case Managing Worker) with the assessment, development and implementation of the Aftercare youth case plan. The SCMW does not act as lead but instead works in conjunction with the PCMW and works in collaboration with identified service providers (health, mental health, education, etc.) to ensure the individual needs of the Aftercare youth are being met through the prompt and effective delivery of services to fulfill the comprehensive case plan requirements.

C.3.25 Service Planning - The process of working together with the family and the young adults as appropriate to develop a set of agreed-upon desired results and carefully identified tasks, the goal of which is to reduce risk and improve overall well being.

C.3.26 Young adults – Young adults between the ages of 21 to 23 years old who emancipate/ or transition to Aftercare, **also referred to as Aftercare Youth.**

C3.27 Youth Aftercare Plan – Plan developed by the assigned Contractor that is a continuation of the Youth Transition Plan. This plan carries forth those goals still in need of achievement, and incorporates any new goals identified during the aftercare period.

C.3.28 Youth Transition Plan – A comprehensive service strategy developed by the PCMW, the youth and the aftercare contractor worker that prepares the young adults to enter adulthood and obtain and maintain a positive life style after leaving foster care. This plan outlines pertinent goals and tasks crucial to the young adults’ transition from foster care to independence. This plan is shared with the assigned Contractor representative and team responsible for aftercare services.

C.4 BACKGROUND

C.4.1 *After care services are available to all young adults in foster care who age out of the DC child welfare system on their 21st birthday. After care services were initiated by the District of Columbia Child and Family Services Agency in 2003. After care services include, but are not limited to advocacy, temporary financial support, peer support, counseling and referrals in the*

areas of housing, employment, training, education, life skills, financial planning, health, mental health, parenting, legal services, public benefits, and donated goods.

C.4.2 *CFSA has seen increases in the number of young adults completing high school, vocational school or college and obtaining employment. However, the number of agency young adults not completing high school, their vocational or college educations, and/or successfully obtaining full time employment prior to leaving foster care needs significant improvement.*

C.4.3 *In 2015, the Child and Family Services Agency (CFSA) embarked upon a District-wide initiative to evaluate and improve aftercare services in the District of Columbia based on self-assessment and input from stakeholders and young adults. In particular, the Agency's ongoing efforts to assess data and to reflect stakeholder input have been augmented by community partners. These partners have conducted research, submitted reports, and provided public testimony regarding the need to improve efforts toward supporting young adults in foster care as they prepare for and transition to independent adulthood. In addition to recognizing the need for improved practice, the Agency has also undertaken this initiative to establish standard outcomes that directly reflect the input of the young adults as well as the collective expertise of CFSA and its valued community partners.*

Cornerstones to the successful delivery of services to the young adults include:

- *Young adults voice at all stages of service delivery*
- *Young adults engagement strategies that address the unique needs of each of the young adults.*
- *Young adults Driven-Service Delivery Model that is varied and minimizes environmental barriers, uses young adult-friendly communication and offers group hands-on -learning and discussion opportunities, strategic peer and adult mentorships and access to appropriate educational, vocational, financial and household management literacy employment and housing resources. In addition services should offer young adults the opportunity to explore their own individual talents through cultural, recreational and career internship opportunities.*

C.4.4 The District of Columbia is among 22 states that continue foster care benefits to young adults up to age 21. In addition, recognizing that the road to adult competencies and full independence is long and challenging, CFSA also extends the opportunity for community-based services and support for emancipated young adults through age 23. For many young adults, the transition from the comprehensive supports of foster care to independent adulthood can be a daunting experience. For this reason, there is potential for young adults to demonstrate self-imposed barriers to engaging services or completing tasks. This period of potentially heightened stress and vulnerability must be respected and reflected by responsive and committed practice. As important as it is to promote independent decision-making and perseverance, the contractor must strive to understand the barriers and motivators that are unique to each young adult and particular circumstance and work to diminish those for full engagement.

C.4.5 This procurement seeks to avoid individuals who have emancipated from the foster care system from being unable to successfully and positively integrate into their communities, maintain stable housing and employment. In addition, there is the need to improve outcomes for emancipated young adults in all the domains listed above.

C.4.6 Youth Aftercare helps each young adult grow from the level of functioning at which he or she enters the program, to leading a fully healthy, productive, independent life. The program

supports young adults in achieving the outcomes listed in this Scope of Work, individually modified to reflect their personal goals, desires and capacities. To accomplish this, Youth Aftercare Services shall embrace a positive framework for all programming, staffing, and operational decisions. Consistent with the principles, the Youth Aftercare Services shall adhere at a minimum to the following eight core tenets:

- C.4.6.1. **Young adults' voices are at the forefront.** Young adults actively participate and play leadership roles in program design and implementation, as well as in their individual work.
- C.4.6.2. **The program focuses on capacity-building.** Life knowledge, skills, and attitudinal development are essential capacities for adult independence. [Youth Aftercare] programming focuses intensively on building these capacities.
- C.4.6.3. **All activity is linked to young adults outcomes.** All program actions and activities are directly linked to achieving established young adults outcomes.
- C.4.6.4. **Programming maximizes life exposure.** Operating strategies and program choices are aimed at providing young adults with as much experiential learning as possible.
- C.4.6.5. **Variability is expected.** The program is designed to provide differential responses to young adults' varying needs, pace, capacity and starting points. Intensified support is available in the wake of mistakes and failures.
- C.4.6.6. **Time spent with young adults is a top priority.** Staff spends most of their working hours with young adults. The program design fully supports this expectation.
- C.4.6.7. **Mentoring is consistently available.** All program staff provides coaching and mentoring and/or facilitates these relationships.
- C.4.6.8. **Participants are actively involved in their communities.** After discharge from the program, a young adult is "in the hands" of whatever community connections he or she has established. Building these connections through volunteering, work, and other activities, is crucial.

(This is a recurring need for the young adults aging out of the District of Columbia foster care system.)

C.5 REQUIREMENTS

C.5.1 All young adults who are a part of the foster care system are expected to achieve age-appropriate benchmarks and outcomes prior to exiting the CFSA foster care system. CFSA has an established set of progressive benchmarks and outcomes for young adults and youth ages 14 through 23 (see Appendix B). These benchmarks and outcomes are described in 10 domains:

- Housing
- Education
- Employment
- Financial stability

- Health (physical, mental, sexual)
- Relationships and core connections
- Personal agency/maturity
- Life skills
- Documents
- Parenting (where applicable)

C.5.2 The contractors shall be held accountable for the young adults achieving individually tailored outcomes and benchmarks in each domain listed in section C.4.7.

C.5.3 The contractor shall have a central location within the District, provide staff to be located in specified CFSA locations and be able to reach young adults where the young adults are. The Contractor's staff consisting of a supervisor and a program specialist shall be located at 200 I Street, S.E., Washington, D.C. and a program specialist shall be located at the Office of Youth Empowerment, currently located at 3700 10th Street, N.W., Washington, D.C. A successful proposal shall successfully describe and demonstrate the contractors ability to deliver a youth aftercare service model to the ward of the District of Columbia aging out of the foster care system.

C.5.4 The contractor shall ensure that all referred young adults under their care achieve age-appropriate benchmarks and outcomes. CFSA has an established set of progressive benchmarks and outcomes for young adults and youth ages 14 through 23 (see Appendix B). These benchmarks and outcomes are described in 10 domains:

- Housing
- Education
- Employment
- Financial stability
- Health (physical, mental, sexual)
- Relationships and core connections
- Personal agency/maturity
- Life skills
- Documents
- Parenting (where applicable)

C.5.5 The contractor shall demonstrate knowledge of the unique needs of the foster care population, and in particular, the impact that abuse, neglect, and transition can have on children and young adults.

C.5.6 CFSA will refer young adults at 19 years of age or two years before emancipation to the Contractor. At the time of referral, the District will provide the Contractor with the young adult's case plan which shall include the transition plan from the Foster Club Transition Tool kit or other youth Aftercare assessment tools, as a starting point for future planning for the young adults.

C.5.7 The contractor shall engage all young adults in a manner consistent with Trauma Systems Therapy (TST).

- C.5.8 The contractor shall include mandatory pre-emancipation timelines for young adults engagement, including participation in transition planning activities, and mandatory post-emancipation timelines for maintaining young adults contact.
- C.5.7 The contractor shall be required to provide and facilitate a range of opportunities for leadership, skill development and capacity building across the spectrum of positive outcome domains.
- C.5.9 The contractor shall provide young adults with an up-to-date and accessible flow of information and connections to governmental and non-governmental programs and resources to meet the after care youth's transition and aftercare plan.
- C.5.10 The contractors shall complete individual and cumulative progress reports on the benchmarks and outcomes on a quarterly basis. The outcomes and benchmarks are detailed in CFSA's "Transitions-to-Adulthood" Outcomes & Benchmarks, Appendix B.
- C.5.1 The contractor staff providing services to CFSA young adults shall participate in various CFSA training including but not limited to TST.
- C.5.12 The contractor shall provide normalized real-life experiences to the young adults that provide exposure to cultural enrichment, educational and career development and employment opportunities and support, which are to be sustained throughout the contractor's service period.
- C.5.13 The contractor shall propose the total number of program young adults slots that can be enrolled at once and per year. This number takes into consideration the requirement to engage with young adults prior to their emancipation from CFSA.
- C.5.14 The contractor's total program enrollment capacity shall be based on the assumption that young adults will have varying support and participation needs and should be prepared to provide service at the various support levels. For example, it might assumed that about 25% of young adults will require only modest levels of support; 50% will require active weekly support and capacity-building, and 25% will require intensive individual interventions in order to stay on track and meet goals. For young adults in crisis or requiring intensive supports, a lower case load ratio may be appropriate.

The Youth Aftercare is not a traditional case management model. The Youth Aftercare is a model that shall be flexible to meet the varied needs of the young adults.

C.6 Pre-Emancipation Requirements

- C.6.2 The Contractor shall link each referred young adult to a Contractor's staff member within five (5) business days of the receiving the referral so a strategic partnership between the contractor, the young adults, and the Primary Case Managing Worker (PCMW) may be established.
- C.6.3 The contractor's staff shall meet in-person with the young adult within five (5) business days after the youth has been assigned a SCMW.
- C.6.4 The contractor shall have at a minimum, quarterly check-in points with the young adult after the initial in-person meeting prior to the young adults emancipating from the foster care system, during which time, the PCMW and the Contractor's staff, who is the SCMW, shall connect, in

person or by phone, about the young adults' status with regard to his or her established benchmarks and outcomes.

- C.6.5 The case notes shall be entered into the contractor's database by the Contractor and in FACES by the contractor and/or the designated CFSA staff person.

C.7 Initial Assessment and On-Going Planning.

- C.7.1 Referral Process: Each young adult has variable housing arrangements, as well as unique work schedules and other personal considerations. The enrollment eligibility and program assignment is not tied to a young adults' zip code or Ward. Rather, CFSA or the Private Agencies will send referrals to the Contractor based on an assessment, by the PCMW. The young adults and the contractor shall mutually determine options of the location where the young adults will be best able to take full advantage of program offerings.

- C.7.2 The Contractor shall complete an in-depth assessment within thirty (30) days of referral. The assessments shall include the CAFAS; CFSA identified assessments as well as other evidence-based assessments selected by the contractor. The assessment shall take into consideration the young adults' status with regard to previously identified outcomes and benchmarks, as well as his or her additional goals and plans for the ensuing two years.

C.8 Program Delivery Methods

- C.8.1 There is no uniform set of mandated activities in the Youth Aftercare Program. Rather, program components, activities and services are responsive to the unique strengths and goals of young adults. These services will vary from young adult to young adult.

- C.8.2 The contractor shall provide these services through connections to community resources or from resources provided by the contractor. However, the methods through which program activities are delivered is not the traditional case management model but shall include but is not limited to the following, which are considered best practices in positive young adults development.

C.8.2.1 Peer-based mentoring, support and learning.

C.8.2.2 Core competency training/capacity-building sessions (e.g., on conflict resolution, leadership, workforce attachment, health and wellness, housing-city life).

C.8.2.3 Group work.

C.8.2.4 Team decision-making and case-consultation.

C.8.2.5 Volunteer, leadership and employment opportunities aimed at practicing specific adult competencies and skills.

C.8.2.6 Active referring and connection to resources and public support services.

C.8.2.7 Individual counseling and coaching (note that this should not be the predominant model of intervention).

C.8.2.8 Web based information such as an active up to date website where Aftercare youth can learn about the programs and services offered.

C.9 Young Adult Engagement

- C.9.1 The contractor staff or sub-contractors (e.g. resource people, content experts, mentors, etc.) with whom the young adult is working, shall have a minimum of weekly contact with each young adult, in person or via social media.

- C.9.2 The contractor staff, or sub-contractors with whom the young adults are working, shall have in-person contact at least twice per month.
- C.9.3 The contractor shall ensure all contact and services provided by the contractor or its subcontractors are documented in the young adults' case record.
- C.9.4 To achieve strong young adults' engagement in this voluntary program, the contractor shall pursue strategies that include but are not limited to the following:
- C.9.4.1. Excellent, respectful customer service (e.g., staff email addresses and text-accessible phone numbers are available on the program's website; staff have regular drop in hours, etc.).
 - C.9.4.2. Group programming and activities follow an advertised, predictable, and young adult-friendly schedule and program space that is comfortable and accessible, with daily drop in hours, computer and Wi-Fi access, snacks, etc.
 - C.9.4.3. The contractors shall provide communication, in a variety of ways such as website, Facebook, Twitter, Instagram, Snapchat, flyers, brochures, newsletter, email blasts, etc. around schedules to obtain access to various services such as provision of needed material supports (e.g., emergency food, toiletries, transportation assistance) through a distribution system that is predictable and accessible.
 - C.9.4.4. Disbursement of the monthly young adult transportation dollars and other incentives linked to the achievement of benchmarks, goals, and engagement.
 - C.9.4.5. Quarterly assessment of total program participation data by a young adult-staff team to trouble-shoot low numbers and implement needed adjustments.

C.10 Case Records

- C.10.1 The contractor shall create a comprehensive electronic and hard copy case record for each youth upon referral. The contractor shall maintain a comprehensive electronic and hard copy case records on each young adult referred throughout the term of the contract. The case record shall include at a minimum, the following:
- C.10.1.1 Opening narrative documenting the initial assessment of the young adults' status with regard to previously identified outcomes and benchmarks, as well as his or plans for the ensuing two years.
 - C.10.1.2 A record of all required contacts.
 - C.10.1.3 Updates every three months to young adults' plans for achieving his or her benchmarks and outcomes.
 - C.10.1.4 All young adults evaluations and assessments.
 - C.10.1.5 Any other documentation relevant to the young adult's successful participation in the program.
 - C.10.1.6 All the records and receipts of any awards, rewards or incentives the young adults receive for transportation and achievements.

C.11 Young Adult Roles

- C.11.1 The Contractor shall coordinate an array of paid and volunteer opportunities for young adults, including, but not limited to:

- C.11.1.1 Program leadership team members
- C.11.1.2 Trainers
- C.11.1.3 Peer support specialists
- C.11.1.4 Mental health peer support specialists
- C.11.1.5 Substance abuse recovery specialists
- C.11.1.6 Internships

C.12 Consistency in Staffing

C.12.1 The Contractor shall maintain a level of staffing resources that ensures consistent services to the young adults.

C.13 Hours of Operation

C.13.1 The Contractor's hours of operation shall accommodate the needs and schedules of young adults who should be either working or in school to include evening, weekends and flexible daily schedules. The young adults are also to be provided a contact number in case of emergencies.

C.14. Continuous Improvement

C.14.1 The Contractor shall have established mechanisms for regularly obtaining young adults feedback on program operations, and for incorporating this input in the program operations. The young adults referred to the Youth Aftercare Program shall have decision-making roles in program operations.

C.14.2 The Contractor shall participate in a quarterly cross-program Working Group to discuss program progress and develop recommendations for resolving identified challenges. CFSA will support program improvement efforts by staffing leadership groups for young adults still in foster care and for young adult alumni of the program.

C.15 Connections to City Resources

C.15.1 The Contractor shall provide a link to this portal from its website, and participate in ensuring its effectiveness by providing CFSA with monthly input about resources not listed, or systemic barriers to resource access and use that should be addressed. A successful program relies on an up-to-date, accessible flow of information about governmental and non-governmental programs and resources that are available to support young adults in meeting their objectives. CFSA will develop and maintain such an information portal.

C.15.2 CFSA has established an Advisory Group on Community Resources comprised of experienced practitioners from broad disciplines relevant to young adult issues to support the Youth Aftercare Program. This Group shall advise the Contractor and CFSA, trouble-shoot challenges and help to secure additional resources for young adults and staff.

C.15.3 The contractor shall ensure that all the following are met.

- C.15.3.1 Documented proof of staff attendance to CFSA mandated trainings.
- C.15.3.2 Quarterly guide of public, private and community-based services and programs utilized for Aftercare Youth.
- C.15.3.3 Documented monthly contact hours and engagement activities with the aftercare

- young adults and/or the family quarterly.
- C.15.3.4 Record for each young adult's completion of the battery of required assessments.
 - C.15.3.5 Monthly Status update of active and inactive young adults.
 - C.15.3.6 Updated Case/Service plans for each young adult.
 - C.15.3.7 Documented Communication strategy utilizing various media such as website, Facebook, Twitter, Instagram, Snapchat, newsletter, announcements, brochures, flyers, etc.
 - C.15.3.8 Monthly documentation of the achievement of benchmarks and outcomes for each young adult.
 - C.15.3.9 Quarterly summary of the achievements of benchmarks and outcomes for the total Aftercare population.
 - C.15.3.10 A documented pre-emancipation timeline for young adults engagement to include transition-planning activities.
 - C.15.3.11 A documented post-emancipation timeline for maintaining young adults contact with the young adults.
 - C.15.3.12 Quarterly assessment of total program participation data by young adults and staff team
 - C.15.3.12 Quarterly participation in the citywide young adult designed and young adult led events..
 - C.15.3.13 Develop an electronic and hard copy case record for each young adult in the program to include all information about the young adults and their involvement in the program.
 - C.15.3.14 Provide a program operation hours and a calendar of activities for the aftercare young adults monthly to CFSA and on the Contractor website.

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

SECTION D: PACKAGING AND MARKING

Not Applicable

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

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for the resultant contract shall be governed by clause number (6), of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.1).

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

SECTION F – SERVICE DELIVERY AND PERFORMANCE

F.1 Term of Agreement

F.1.1 The term of this Contract shall be for a base period of one (1) year with four (4) 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.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed 5 years from the date of award.

F.3 DELIVERABLES

CLIN	Deliverable	Frequency	Format/Method of Delivery	Due Date
C.15.3.1	Documented proof of staff attendance to CFSA mandated trainings	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.2	Guide of public, private and community-based services and programs utilized for Aftercare Youth	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.3	Documented contact hours and engagement activities with the aftercare young adults and/or the family	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.4	Record for each young adult’s completion of the battery of required assessments	Quarterly	PDF via email	15 th Day after the end of each Quarter.

C.15.3.5	Status update of active and inactive young adults	Monthly	PDF via email	15th of subsequent month
C-15.3.6	Updated Case/Service plans for each young adult	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.7	Documented Communication strategy utilizing various media such as website, Facebook, Twitter, Instagram, Snapchat, newsletter, announcements, brochures, flyers, etc	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.5.2	Documentation of the achievement of benchmarks and outcomes for each young adult	Monthly	PDF via email	15th of subsequent month
C.15.3.9	Summary of the achievements of benchmarks and outcomes for the total Aftercare population	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.10.	Documented pre-emancipation timeline for young adults engagement to include transition-planning activities	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.11	Documented post-emancipation timeline for maintaining young adults contact with the young adults	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.12	Assessment of total program participation data by young adults and staff team	Quarterly	PDF via email	15 th Day after the end of each Quarter.
C.15.3.13	Participation in the citywide young adult designed and young adult led events	Quarterly	PDF via email	15 th Day after the end of each Quarter.
	Provide a program operation hours and a calendar of activities for the aftercare young adults	Monthly	PDF via email	15th of subsequent month

	provide individual reports on each young adult	Monthly		15th of subsequent month
	Provide individual case notes as needed to support the PCMW with maintaining a comprehensive and current young adults/family case file.	Monthly	PDF via email	15th of subsequent month

(All the required reports above shall be sent to the contract administrator).

F.4 PROVIDER QUARTERLY EXPENDITURE REPORTING

F.4.1 The contractor shall report all expenditures (accrued/cash) related to this contract on a quarterly basis. Expenditures shall be reported as they were itemized in the contract, “Budget Summary Form” via “Excel” worksheet(s). CFSA will provide the required format for this report. The Report is due to CFSA’s Business Services Administration within thirty (30) 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 January 31
- January 1 – March 31 - Due on or before April 30
- April 1 – June 30 - Due on or before July 31
- July 1 – September 30 - Due on or before October 31

F.4.2 The contractor shall submit the position descriptions of each position detailed in Schedule 1, Salary and Wages and Schedule 3 – Consulting/Experts with the initial Report.

F.5 LEFT BLANK INTENTIONALLY

F.6 PROVIDER CLOSE-OUT PACKAGE

F.6.1 Within six (6) months of the expiration/termination of this contract, the contractor shall submit the Close Out Package to CFSA’s BSA. The Close Out Package shall include the following at a minimum:

F.6.2 The contractor shall prepare an excel worksheet(s), which summarizes all of the expenditures associated with this contract. The summary must detail the expenditures as they were itemized in the original contract Budget Summary Form.

F.6.3 The contractor shall prepare worksheet which summarizes all of the receipts/revenues, paid under this contract, the accompanying monthly supporting invoices.

F.6.4 The contractor shall submit their most recent annual audit report.

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

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

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

G.2 INVOICE SUBMITTAL

- G.2.1** 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 contract; and “e” represents the number of days in the month. Assuming the actual number of children served is 35 and the Provider’s Per Diem rate is \$100 and the month is 30 days long, under the above formula, the District will pay the Provider \$105,000 for Per Diem Services (calculated by multiplying 35 children X \$100 Per Diem X 30 days).

- G.2.2** The Provider shall solely utilize the PPW system and the MPUR to submit the necessary information to generate all invoices for payment.”
- G.2.3** The Provider shall not certify the information within the MPUR earlier than the first day of the following month subsequent to the service month.
- G.2.4** Once an MPUR is certified by the Provider for the generation of an invoice, it cannot be modified.
- G.2.5** The Provider shall designate a staff member to serve as an approving authority for the PPW. Designated staff must complete the requisite PPW training prior to the issuance of secure access to the system.
- G.2.6** If the Provider is unable to access the PPW, it is the Provider’s responsibility to contact the CFSA Computer Information Systems Administration (CISA) helpdesk for technical assistance.
- G.2.7** If there is a substantive, not technical, problem with the Provider’s PPW invoice, it is the Provider’s responsibility to contact the designated CFSA Fiscal Operations technician to resolve the issue.
- G.2.8** If the Provider fails to submit its invoices through the PPW and the MPUR, the Provider accepts that said invoices may not be processed within the normal statutory timeframes.

G.2.9 The Provider shall submit invoices via email, to CFSA's Fiscal Operations Administration (Office of the Chief Financial Officer) at cfsa.accountspayable@dc.gov or via regular mail delivery to:

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

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

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

G.3.1 For contract'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.5.

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

G.4 METHOD OF PAYMENT

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

G.5 ASSIGNMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

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

- a) the 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)

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

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

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

- G.8.1** The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.
- G.8.2** The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the Contracting Officer.
- G.8.3** In the event the Contractor effects any change at the instruction or request of any person other than the Contracting Officer, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Provider's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
- G.9.2** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.3** Coordinating site entry for Provider personnel, if applicable;
- G.9.4** Reviewing invoices for completed work and recommending approval by the CO if the Provider's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.5** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.6 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.7 The address and telephone number of the CA is:

Dr. Ruby B. Nelson, LCSW-C
Program Manager for Community Services
Community Partnerships
Room 3648
200 I Street, S.E.
Washington, D.C.
202.727.5702
Ruby.nelson2@dc.gov

G.9.8 The CA shall NOT have the authority to:

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

G.9.9 The Provider shall be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2015-4281 revision No.3 dated 04/08/2016, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section J.2. The Contractor shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Contractor shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

(a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;

(b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:

- (1) Pay;
- (2) Accumulated seniority and retirement;
- (3) Benefits; and

(4) Other applicable service credits;

(c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;

(d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;

(e) Require an employee to take leave if a reasonable accommodation can be provided; or

(f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

(c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

(a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or

(b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:

(1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or

(2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

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

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

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

H.5.1 For contracts for services in the amount of \$300,000 or more, the Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

H.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

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

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 RESERVED

H.7 RESERVED

H.8 RESERVED

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

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

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

H.9.1.4 Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 Subcontracting Plan

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

H.9.3 Copies of Subcontracts

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

H.9.4 Subcontracting Plan Compliance Reporting

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and
- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 Annual Meetings

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

H.9.6 Notices

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

H.9.7 Enforcement and Penalties for Breach of Subcontracting Plan

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in **clause 8 of the SCP, Default.**

H.10 FAIR CRIMINAL RECORD SCREENING

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;

- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.10 DISTRICT RESPONSIBILITIES

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

H.10.2 To further support young adults engagement, CFSA will develop and make available to the contractor within the first 30 days of contract award marketing materials for multiple social media platforms, and will sponsor quarterly city-wide young adult-designed and young adult-led events about the benefits and opportunities of participation in the youth aftercare program.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The contractor shall be responsible for furnishing all items used in performing the work unless otherwise specified or approved by the Contracting Officer.

H.12.2 Organizational Requirements

H.12.2.1 The Contractor shall provide information regarding its organization including the mission, organizational structure, location, and services and programs offered.

H.12.2.3 The Contractor shall provide information regarding its contractual history with the District of Columbia and/or other jurisdictions, including the types of contracts, agencies contracted with, dates of contracts, and a copy of performance evaluations, if available, and a contact person.

H.12.2.4 The Contractor shall submit a current organizational chart that displays organizational relationships and demonstrates the staff member with responsibility for administrative oversight and supervision for each activity required under this contract, staff with training authority, staff with programmatic and clinical responsibility, and all other key staff, including main office and the congregate care facilities.

H.12.2.5 The Contractor shall submit a detailed work plan for the contract year, including all relevant action steps, responsible parties, outcomes and deliverables.

H.12.2.6 The Contractor shall maintain complete written job descriptions covering all positions funded through the contract in the files to be made available to CFSA for review. Job descriptions shall include required credentials, human care certifications, and training

certificates, description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria.

H.12.2.7 The Contractor shall submit any changes in key staffing patterns to the Contract Administrator (CA), identified in **Section G.9**, not less than 30 days in advance of such changes.

H.12.2.8 The Contractor shall submit a copy of the policies and procedures relevant to its youth aftercare program(s).

H.12.3 Staff Qualifications and Requirements

H.12.3.1 The Contractors shall establish personnel guidelines that are in compliance with licensure regulations, as well as the CFSA guidelines outlined henceforth.

H.12.3.2 The Contractor shall ensure that all employees, consultants and sub-contractors have been cleared through the Federal Bureau of Investigation (FBI), the Child Protection Registry and the Police Department of the jurisdiction(s) in which the staff member resided during the five years prior to employment under this contract, as well as cleared through the District of Columbia Metropolitan Police Department, and the jurisdiction in which they will be providing services.

H.12.3.3 The Contractor shall ensure employees, consultants and sub-contractors obtain FBI and local police clearances every two (2) years, and a Child Protection Registry clearance on an annual basis.

H.12.3.4 The Contractor shall screen new employees for drug and alcohol use, and then conduct subsequent, continuous testing on a random basis.

H.12.3.5 The Contractor shall provide to the COTR copies of the results of all Child Protection Register and criminal background checks, and the results of all drug and alcohol tests for all new employees. The Program Manager of Licensing and Monitoring, or his designee, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract.

H.12.3.6 **The Contractor shall NOT HIRE ANY INDIVIDUALS having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, or drug distribution under this contract.**

H.12.3.7 The Contractor shall terminate any staff for whom allegations of any of the following have been substantiated by an investigation by CFSA's Institutional Abuse Unit:

- (a) Physical abuse of children, families or staff members;
- (b) Sexual abuse or harassment of children, families or staff members;
- (c) Verbal or emotional abuse of children, families or staff members;
- (d) Drug or alcohol use on the premises or with children and families, or such that the staff is intoxicated while on duty;

- (e) Failure to report any allegation of child abuse and/or neglect to CFSA and to the appropriate law enforcement or social service agency in the jurisdiction in which the allegation occurred.

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

- H.12.3.8** The Contractor shall ensure that staff can provide services capable of meeting the cultural and linguistic needs of the participating youth and pertinent family members with whom visiting and planning for the youth must take place. To the extent possible, the Contractor shall comply with the First Source Employment Agreement, and recruit and hire appropriately qualified staff from the community served.
- H.12.3.9** In its work plan, the Contractor shall profile staff credentials, including, but not limited to, the number of staff, educational degrees, languages spoken and areas of specialization, and describe how these impact and address service needs of the targeted population.
- H.12.3.10** The Contractor's congregate care staff shall collectively have experience and skill in adolescent development, behavior management, child abuse and neglect, family dynamics, psychotropic medication and medication management, and identification and treatment of alcohol and substance abuse.
- H.12.3.11** The Contractor's staff members and sub-contractors responsible for performing professional services, including psychological, psychiatric, medical, social work, nursing, dental, and education, shall have professional degrees from accredited colleges or universities and current licenses in their respective fields.
- H.12.4 Staff Training and Development**
- H.12.4.1** The Contractor shall establish staff training and development policy and procedures that are in compliance with the licensure regulations, and CFSA guidelines outlined in this section.
- H.12.4.2** The Contractor shall provide training to their youth aftercare staff on relevant child welfare topics.
- H.12.4.3** The Contractor shall also ensure that staff is trained on the provision of community-based services, including training on community characteristics, resources and needs, and negotiating services for children within a community-based environment.
- H.12.4.4** The contractor shall ensure that training incorporates and encourages the participation of representatives from community residents and community-based service providers, such as local hospitals, police precincts and drug treatment centers.
- H.12.4.5** The Contractor shall also provide training to their youth aftercare staff on topics relevant to adolescent development. Topics may include, but are not limited to, education and career development, life skills, health and pregnancy prevention, mental health, domestic violence and alcohol and substance abuse.

H.12.4.6 The Contractor shall maintain training records, including attendance and copies of the curriculum.

H.12.5 Information, Data Collection, Program Evaluation, and Quality Assurance

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

H.12.5.6 The Contractor shall develop and submit their quality assurance systems for monitoring and reviewing program performance and designing and implementing improvement strategies. The Contractor shall ensure participation in all CFSA Quality Improvement Processes that include, but may not be limited to, the following:

- (a) Administrative Reviews
- (b) Case Practice Staffing
- (c) Permanency Staffing

H.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.13.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions:

_____.

H.13.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions:

_____.

H.13.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.13.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.13.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

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

H.13.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.13.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or

unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

(B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.11.5(C);

(C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;

(D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and

(E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.13.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.13.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.13.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.13.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.31.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.13.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.13.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

- H.13.15** The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- H.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.11.1 and H.11.2.
- H.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.11.18** The COTR 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 COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.13.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.13.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

H.14 HIPAA BUSINESS ASSOCIATE COMPLIANCE

For the purpose of this agreement Child and Family Services Agency (Agency), a covered component within the District of Columbia's Hybrid Entity will be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 CFR Parts 160, 162 and 164 as amended ("HIPAA Regulations") and **[INSERT VENDOR NAME]**, as a recipient of Protected Health Information or electronic Protected Health Information from Agency, is a "Business Associate" as that term is defined by HIPAA.

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

1. Definitions

- a. ***Business Associate*** means a person or entity, who, on behalf of the District government or of an organized health care arrangement (as defined in this section) in which the covered entity participates, but other than in the capacity of a member of the workforce of the District or arrangement, creates, receives, maintains, or transmits protected health

information for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 CFR 3.20, billing, benefit management, practice management, and repricing; or provides, other than in the capacity of a member of the workforce of such covered entity, legal, actuarial, accounting, consulting, data aggregation (as defined in 45 CFR § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an organized health care arrangement in which the District participates, where the provision of the service involves the disclosure of protected health information from the District or arrangement, or from another business associate of the District or arrangement, to the person. A covered entity may be a business associate of another covered entity.

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

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

- b. ***Covered Entity*** means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of HIPAA. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of the District government's hybrid entity or a District agency following HIPAA best practices.
- c. ***Data Aggregation*** means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. ***Designated Record Set*** means a group of records maintained by or for the Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;

- ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. **Health Care** means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. **Health Care Components** means a component or a combination of components of a hybrid entity designated by a hybrid entity. **Health Care Components** must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. **Health Care Operations** shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. **Hybrid Entity** means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A **Hybrid Entity** is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its health care components for compliance with the Security Rule and privacy requirements under this Clause.
- i. **Record** shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. **Individually Identifiable Health Information** is information that is health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;

- ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. **National Provider Identifier (NPI) Rule.** "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. **Privacy and Security Official.** The person or persons designated by the District of Columbia, a *Hybrid Entity*, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. **Privacy Officer.** "Privacy Officer" shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- o. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. **Protected Health Information.** "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
- i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium.
- PHI does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. **Security Officer.** The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.

- s. **Security Rule.** "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. **Workforce.** "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose PHI or ePHI (hereinafter "PHI" or Protected Health Information") other than as permitted or required by this HIPAA Compliance Clause or as required by law.
- b. The Business Associate agrees to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical HealthACT (February 18, 2010) ("HITECH"), to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this Clause. Business Associate acknowledges that, pursuant to HITECH, it must comply with the Security Rule and privacy provisions detailed in this Clause. As such, Business Associate is under the jurisdiction of the United States Department of Health and Human Services and is directly liable for its own compliance. A summary of HIPAA Security Rule standards, found at Appendix A to Subpart C of 45 C.F.R. § 164 is as follows:

Administrative Safeguards

Security Management Process	164.308(a)(1)	Risk Analysis (R) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)
Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A) Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7)	Data Backup Plan (R) Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

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

Technical Safeguards (see § 164.312)

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

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

- f. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 CFR 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information
- h. Initially, within ten (10) days following the commencement of this Contract, or within ten (10) days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this Clause.
- i. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to PHI in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- j. The Business Associate agrees to make any amendment(s) within five business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format **[agency should insert appropriate terms for amendment if applicable or]** as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- k. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the Identity And Procedure Verification Policy, attached hereto as Exhibit A and incorporated by reference.
- l. The Business Associate agrees to record authorizations and log such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- m. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to

permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.

- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- o. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 CFR Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this Clause, as well as data systems storing or transmitting PHI, to verify compliance.
- q. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose PHI of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- r. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 CFR § 164 if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that the disclosures are required by law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as required by law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure the Covered Entity's ePHI entrusted to it. These safeguards include:
 - i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.

- ii. The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
- iii. This Business Associate Agreement may be terminated if the Covered Entity determines that the Business Associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
- v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
- vi. With respect to the subset of PHI known as ePHI as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.
- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.
- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.

- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of HIPAA or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's Personnel Policy and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Compliance Clause as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of HIPAA or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of PHI by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of PHI, to the extent that such changes may affect the use or disclosure of PHI by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of PHI that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of PHI by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 CFR § 164 if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the

performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Contract;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any

program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

9. Term and Termination

a. **Term.** The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The PHI shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate. If it is infeasible to return or confidentially destroy the PHI, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return PHI to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, PHI provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

b. **Termination for Cause.** Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

- i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

c. **Effect of Termination.**

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to PHI that is in the possession of all subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.

- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the PHI is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
- (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to covered entity, or, if agreed to by covered entity, destroy the remaining PHI that the business associate still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 CFR Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this Section, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at [\[under “Permitted Uses and Disclosures By Business Associate”\]](#) which applied prior to termination; and
 - (5) Return to covered entity or, if agreed to by covered entity, destroy the PHI retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

10. Miscellaneous

- a. **Regulatory References.** A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. **Amendment.** The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. **Survival.** The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and the sections of the Standard Contract Provisions for use with the District of Columbia Government Supply

and Services Contracts covering Default and Termination for the Convenience of the District shall survive termination of the Contract.

- d. ***Interpretation.*** Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit compliance with applicable federal and District of Columbia laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Rules.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. ***No Third-Party Beneficiaries.*** The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. ***Compliance with Applicable Law.*** The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. ***Governing Law and Forum Selection.*** This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

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

If to the Business Associate, to

Attention:

Fax: _____

If to the Covered Entity, to

Child & Family Services Agency

Privacy Officer

200 I Street SE, Ste. 2031

Washington DC 20003

Attention: Dionne M. Bryant

Fax: 202-727-6333

- l. **Headings.** Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.

- m. **Counterparts; Facsimiles.** This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. **Successors and Assigns.** The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. **Severance.** In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. **Independent Contractor.** The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. **Entire Agreement.** This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachment

Exhibit A - Identity and Procedure Verification

*** 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 July 2010 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “Information”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.

2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.

4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor’s proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District’s satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.

2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor’s business.

D. Subcontractor Rights

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

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared 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 current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

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

Tara Sigamoni
Agency Chief Contracting Officer
Child and Family Services Agency
200 I Street S.E., Suite 2031
Washington, D.C. 20003
tara.sigamoni@dc.gov

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

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

ORDER OF PRECEDENCE

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

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

I.11 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

14. Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant

All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor's claim shall contain at least the following:

- (i) A description of the claim and the amount in dispute;
- (ii) Data or other information in support of the claim;
- (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
- (iv) The Contractor's request for relief or other action by the CO.

The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as the size and

complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

The CO's written decision shall do the following:

- (v) Provide a description of the claim or dispute;
- (vi) Refer to the pertinent contract terms;
- (vii) State the factual areas of agreement and disagreement;
State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
- (viii) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
- (ix) Indicate that the written document is the CO's final decision; and
- (x) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

(6) If a contractor is unable to support any part of its claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.

(7) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

(b) Claims by the District against the Contractor: Claim as used in paragraph (b) of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to the contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

(1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

(2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:

- (xi) Provide a description of the claim or dispute;
- (xii) Refer to the pertinent contract terms;

- (xiii) State the factual areas of agreement and disagreement;
 - (xiv) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (xv) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (xvi) Indicate that the written document is the CO's final decision; and
 - (xvii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
- (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
- (5) The authority contained in this paragraph (b) shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle or determine.
- (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

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

SECTION J: ATTACHMENTS and APPENDIX

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 “Solicitation Attachments”
J.2	U.S. Department of Labor Wage Determination #3, dated 4/8/2016
J.3	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor’s Order 85-85 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.4	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at www.ocp.dc.gov click on “Solicitation Attachments”
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at www.ocp.dc.gov click on “Solicitation Attachments”
J.7	Tax Certification Affidavit Available at www.ocp.dc.gov click on “Solicitation attachments”
J.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.9	Subcontracting Plan Form – DCOCP-1105 available at www.ocp.dc.gov click on “Solicitation Attachments”
J.10	Cost/Price Disclosure Certification available at www.ocp.dc.gov click on “Solicitation attachments”
J.11	Youth Aftercare Budget Template and Instructions

Appendix A	Positive Youth Development Framework
Appendix B	CFSA’s “Transition-to-Adulthood” Outcomes & Benchmarks
Attachment C	Required Programming, Resources and Knowledge

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

- SECTION K -

K.1 TYPE OF BUSINESS ORGANIZATION

BIDDER/OFFEROR CERTIFICATION FORM

COMPLETION			
The person(s) completing this form must be knowledgeable about the bidders/offeror's business and operations.			
RESPONSE			
Every question must be answered. Each response must provide all relevant information that can be obtained within the limits of the law. Individuals and sole proprietors may use a Social Security number but are encouraged to obtain and use a federal Employer Identification Number (EIN). Provide any explanation at the end of the section or attach additional sheets with numbered responses. Include the bidder's/offeror's name at the top of each attached page.			
GENERAL INSTRUCTIONS			
This form contains four (4) sections. Section I concerns the bidder's/offeror's responsibility; Section II includes additional required certifications; Section III relates to the Buy American Act (if applicable); and Section IV requires the bidder's/offeror's signature.			
SECTION I. BIDDER/OFFEROR RESPONSIBILITY CERTIFICATION			
Instructions for Section I: Section I contains eight (8) parts. Part 1 requests information concerning the bidder's/offeror's business entity. Part 2 inquires about current or former owners, partners, directors, officers or principals. Part 3 relates to the responsibility of the bidder's/offeror's business. Part 4 concerns the bidder's/offeror's business certificates and licenses. Part 5 inquires about legal proceedings. Part 6 relates to the bidder's/offeror's financial and organizational status. Part 7 requires the bidder/offeror to agree to update the information provided. Part 8 relates to disclosures under the District of Columbia Freedom of Information Act (FOIA).			
PART 1: BIDDER/OFFEROR INFORMATION			
Legal Business Entity Name:		Solicitation #: DCRL-2016-R-0079	
Address of the Principal Place of Business (Street, City State, Zip Code)		Telephone # and ext.	Fax #
Email Address:		Website:	
Additional Legal Business Entity Identities: If applicable, list any other DBA, Trade Name, Former Name, Other Identity and EIN used in the last five (5) years and the status (active or inactive).			
Type:	Name:	EIN:	Status:
1.1 Business Type (Please check the appropriate box and provide additional information if necessary.):			
<input type="checkbox"/> Corporation (Including PC)		Date of Incorporation:	
<input type="checkbox"/> Joint Venture		Date of Organization:	
<input type="checkbox"/> Limited Liability Company (LLC or PLLC)		Date of Organization:	
<input type="checkbox"/> Nonprofit Organization		Date of Organization:	
<input type="checkbox"/> Partnership (Including LLP, LP or General)		Date of Registration or Establishment:	
<input type="checkbox"/> Sole Proprietor		How Many years in Business?	
<input type="checkbox"/> Other		Date Establish?	
If "Other," please explain:			
1.2 Was the bidder's/offeror's business formed or incorporated in the District of Columbia?			<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

<p>If “No” to Subpart 1.2, provide the jurisdiction where the bidder’s/offeror’s business was formed or incorporated. Attach a Certificate or Letter of Good Standing from the applicable jurisdiction and a certified Application for Authority from the District of Columbia, or provide an explanation if the documents are not available.</p> <p>State _____ Country _____</p>	
<p>1.3 Please provide a copy of each District of Columbia license, registration or certification that the bidder/offeror is required by law to obtain (other than those provided in Subpart 1.2). If the bidder/offeror is not providing a copy of its license, registration or certification to transact business in the District of Columbia, it shall either:</p> <p>(a) Certify its intent to obtain the necessary license, registration or certification prior to contract award, or (b) Explain its exemption from the requirement.</p>	
<p>PART 2: INDIVIDUAL RESPONSIBILITY</p>	
<p>Additional Instructions for Section I, Parts 2 through 8: Provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).</p>	
<p>Within the past five (5) years, has any current or former owner, partner, director, officer, principal or any person in a position involved in the administration of funds, or currently or formerly having the authority to sign, execute or approve bids, proposals, contracts or supporting documentation on behalf of the bidder/offeror with any government entity:</p>	
2.1 Been sanctioned relative to any business or professional permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.2 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.3 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.4 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
2.5 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or a plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
2.6 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
<p>PART 3: BUSINESS RESPONSIBILITY</p>	
<p>Within the past five (5) years, has the bidder/offeror:</p>	
3.1 Been under suspension, debarment, voluntary exclusion or determined ineligible under any federal, District or state statutes?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.2 Been proposed for suspension or debarment?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.3 Been the subject of an investigation, whether open or closed, by any government entity for a civil or criminal violation for any business-related conduct?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.4 Been charged with a misdemeanor or felony, indicted, granted immunity, convicted of a crime, or subject to a judgment or plea bargain for:	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
(a) Any business-related activity; or (b) Any crime the underlying conduct of which was related to truthfulness?	
3.5 Been disqualified on any government permit or license?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.6 Been denied a contract award or had a bid or proposal rejected based upon a non-responsibility finding by a government entity?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.7 Had a low bid or proposal rejected on a government contract for failing to make good faith efforts on any Certified Business Enterprise goal or statutory affirmative action requirements on a previously held contract?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
3.8 Been suspended, cancelled or terminated for cause on any government contract including, but not limited to, a non-responsibility finding?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other
<p>Please provide an explanation for each “Yes” or “Other” in Part 3.</p>	
<p>PART 4: CERTIFICATES AND LICENSES</p>	
<p>Within the past five (5) years, has the bidder/offeror:</p>	
4.1 Had a denial, decertification, revocation or forfeiture of District of Columbia certification of Certified Business Enterprise or federal certification of Disadvantaged Business Enterprise status for other than a change of ownership?	<input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Other

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

(a) If “Yes” to Subpart 6.8, did any audit of the bidder/offeror identify any significant deficiencies in internal controls, fraud or illegal acts; significant violations of provisions of contract or grant agreements; significant abuse; or any material disallowance?	<input type="checkbox"/> Yes <input type="checkbox"/> No
(b) If “Yes” to Subpart 6.8(a), provide an explanation of the issue(s), relevant dates, the government entity involved, any remedial or corrective action(s) taken and the current status of the issue(s).	
PART 7: RESPONSE UPDATE REQUIREMENT	
7.1 In accordance with the requirement of Section 302© of the Procurement Practices Reform Act of 2010 (D.C. Official Code § 2-353.02), the bidder/offeror shall update any response provided in Section I of this form during the term of this contract:	
(a) Within sixty (60) days of a material change to a response; and (b) Prior to the exercise of an option year contract	
PART 8: FREEDOM OF INFORMATION ACT (FOIA)	
8.1 Indicate whether any information provided in response to a question in Section I is believed to be exempt from disclosure under the District of Columbia Freedom of Information Act (FOIA), effective March 25, 1977 (D.C. Law 1-96; D.C. Official Code §§ 2-531, et seq.). Include the question number(s) and explain the basis for the claim. (A determination of whether such information is, in fact, exempt from FOIA will be made at the time of any request for disclosure under FOIA.)	
SECTION II. ADDITIONAL REQUIRED BIDDER/OFFEROR CERTIFICATIONS	
Instructions for Section II: Section II contains three (3) parts. Part 1 requests information concerning District of Columbia employees. Part 2 applies to the bidder/offe’or’s pricing. Part 3 relates to equal employment opportunity requirements.	
PART 1. DISTRICT EMPLOYEES NOT TO BENEFIT	
By checking the applicable line, the bidder/offeror certifies that:	
___ 1.2 No person listed in clause 13 of the Standard Contract Provisions, “District Employees Not To Benefit”, will benefit from this contract.	
___ 1.3 The following person(s) listed in clause 13 of the Standard Contract Provisions may benefit from this contract. (For each person listed, attach the affidavit required by clause 13.)	
(a) _____	
(c) _____	
PART 2: INDEPENDENT PRICE DETERMINATION REQUIREMENTS	
By checking the applicable line, the bidder/offeror certifies that:	
___ 2.1 Each signature of the bidder/offeror is considered to be a certification by the signatory that:	
(a) the contract prices have been arrived at independently without, for the purpose of restricting competition, any consultation, communication or agreement with any bidder/offeror or competitor related to:	
(i) Those prices;	
(ii) The intention to submit a bid/proposal	
(iii) The methods or factors used to calculate the prices in the contract.	
(b) The prices in this contract have not been and will not be knowingly disclosed by the bidder/offeror, directly or indirectly, to any other bidder/offeror or competitor before bid/proposal opening unless otherwise required by law; and	
(c) No attempt has been made or will be made by the bidder/offeror to induce any other concern to submit or not to submit a contract for the purpose of restricting competition	
___ 2.2 Each signature on the bid/proposal is considered to be a certification by the signatory that the signatory:	
(a) Is the person in the bid’er’s/offeror’s organization responsible for determining the prices being offered in the contract;	
(b) Has not participated and will not participate in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; or	
(c) Has been authorized, in writing, to act as an agent for the following principal in certifying that the principal has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above:	
_____ [Insert full name of person(s) in the organization responsible for determining the prices offered]	

in this contract and the title of his or her position in the bidder's/offeror's organization]		
<p>(i) As an authorized agent, certifies that the principal named in subparagraph 2.2(c) above has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above; and</p> <p>(ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs 2.1(a)(i) through (a)(iii) above.</p>		
<p>___ 2.3 If the bidder/offeror deletes or modifies subparagraph 2.1(b) above, the bidder/offeror must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.</p>		
<p>PART 3: EQUAL OPPORTUNITY OBLIGATIONS</p>		
<p>___ 3.1 I hereby certify that I am fully aware of the contents of Mayor's Order 85-85 and the Office of Human Rights' regulations in Chapter 11 of the DCMR, and agree to comply with them while performing under this contract.</p>		
<p>SECTION III. BUY AMERICAN ACT CERTIFICATION</p>		
<p>Instructions for Section III: Section III contains one (1) part which should only be completed if goods are being provided that are subject to the requirements of the Buy American Act.</p>		
<p>PART 1: BUY AMERICAN ACT COMPLIANCE</p>		
<p>By checking the applicable line, the bidder/offeror certifies that:</p>		
<p>___ 1.1 Each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the Standard Contract Provision, "Buy American Act"), and that components of unknown origin are considered to have been mined, produced or manufactured outside the United States.</p>		
<p>_____ EXCLUDED END PRODUCTS</p>		
<p>_____ COUNTRY OF ORIGIN</p>		
<p>SECTION IV. CERTIFICATION</p>		
<p>Instruction for Section IV: This section must be completed by all bidder/offerors.</p>		
<p>I, [_____], as the person authorized to sign this bid/proposal, hereby certify that the information provided in this form is true and accurate.</p>		
Name	Telephone #:	Fax #:
Title:		Email Address:
<p>The District of Columbia government is hereby authorized to verify the above information with appropriate government authorities. Penalty for making false statements is a fine of not more than \$1,000.00, imprisonment for not more than one year, or both, as prescribed in D.C. Official Code § 22-2514. Penalty for false swearing is a fine of not more than \$2,500.00, imprisonment for not more than three (3) years, or both, as prescribed in D.C. Official Code § 22-2513.</p>		

***** 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 one (1) contract resulting from this solicitation to the responsible offeror whose offer[s] conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

L.1.2 SELECTION OF NEGOTIATION PROCESS

In accordance with 27 DCMR § 1632, after evaluation of the proposals using only the criteria stated in the RFP and in accordance with weightings provided in the RFP, the CO may elect to proceed with any method of negotiations, discussions or award of the contract without negotiations, which is set forth in subsections (a), (b), (c), or (d) of 27 DCMR § 1632.1. If the CO elects to proceed with negotiations under subsection (c) of 27 DCMR §1632.1, the CO may limit, for purposes of efficiency, the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals.

L.2 PROPOSAL ORGANIZATION AND CONTENT

L.2.1 One original and four (4) copies of the written proposal shall be submitted in two parts, titled "Technical Proposal " and "Price Proposal". Proposals shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile business plans will not be accepted. One copy of the proposal shall be submitted in PDF format on a flash drive. Each proposal shall be submitted in a sealed envelope conspicuously marked": "Proposal in Response to Request for Proposal No. DCRL-2016-R-0079.

L.2.2 All proposal shall have the following including in its content as outlined below;

L.2.2.1 Business plan that describes how the provider will deliver the services to eligible young adults in the District and Maryland within 25 miles of the District.

L.2.2.2 Identify locations where services will be delivered within in the District and Maryland within 25 miles of the District.

L.2.2.3 Copies of existing and proposed MOU, grants, service agreements or subcontracts.

L.2.2.4 Copies of existing or proposed assessment tools to be used.

L.2.2.5 Organizational chart and existing or proposed staffing plan, including resumes for key personnel including, program director, supervisor and program specialist and their experience to deliver the service as described in the scope of work.

L.2.2.6 Provide letters of reference and/or evaluations from prior client agencies from with whom the contractor has provided services within the last five years .

L.2.2.7 Provide a description of your current data collection tool and process whereby the data is analyzed and use to inform program direction and outcomes.

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

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

L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS

L.4.1 Proposals must be submitted no later than 2:00pm on 07/15/2016. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:

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

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

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

L.4.2 Withdrawal or Modification of Proposals

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

L.4.3 Late Proposals

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

L.4.4 Late Modifications

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than *[insert number]* days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than *[insert number]* days before the date set for submission of proposals. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

L.6 RESTRICTION ON DISCLOSURE AND USE OF DATA

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

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

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

L.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 proposal."

L.7 PROPOSALS WITH OPTION YEARS

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

L.8 PROPOSAL PROTESTS

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

L.9 UNNECESSARILY ELABORATE PROPOSALS

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

L.10 RETENTION OF PROPOSALS

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

L.11 PROPOSAL COSTS

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

L.12 CERTIFICATES OF INSURANCE

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

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

L.13 ACKNOWLEDGMENT OF AMENDMENTS

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

L.14 BEST AND FINAL OFFERS

If, subsequent to receiving original proposals, negotiations are conducted under 27 DCMR § 1632.1(c), all offerors within the competitive range will be so notified and will be provided an opportunity to submit written best and final offers at a designated date and time. Best and final offers will be subject to the Late Submissions, Late Modifications and Late Withdrawals of Proposals provisions of the solicitation. After evaluation of best and final offers, the CO may award the contract to the highest-ranked offeror, or negotiate with the highest ranked offeror in accordance with 27 DCMR § 1634.

L.15 LEGAL STATUS OF OFFEROR

Each proposal must provide the following information:

L.15.1 Name, address, telephone number and federal tax identification number of offeror;

L.15.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. 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.15.3 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.16 FAMILIARIZATION WITH CONDITIONS

- a. 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.17 GENERAL STANDARDS OF RESPONSIBILITY

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

L.17.1 To be determined responsible, a prospective contractor must demonstrate that it:

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

L.17.2 If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

L.19 PRE-PROPOSAL CONFERENCE

A pre-proposal conference will be held at 10:00am on 06/29/2016 at DC Child and FAMILY Services Agency, 200 I Street SW, 2nd Floor, Washington DC 20003. Prospective offerors will be given an opportunity to ask questions regarding this solicitation at the conference. The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from offerors on the solicitation document as well as to clarify the contents of

the solicitation. Attending offerors must complete the pre-proposal conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-proposal conference are only intended for general discussion and do not represent the District's final position. All oral questions must be submitted in writing following the close of the pre-proposal conference but no later than five working days after the pre-proposal conference in order to generate an official answer. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting proposals, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

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

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

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

M.2 TECHNICAL RATING

M.2.1 The Technical Rating Scale is as follows:

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

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

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

M.3 EVALUATION CRITERIA

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

1. Business plan that describes how the provider will deliver the services to eligible young adults in the District and Maryland within 25 miles of the District.
2. Identify locations where services will be delivered within in the District and Maryland within 25 miles of the District.
3. Copies of existing and proposed MOU, grants, service agreements or subcontracts.
4. Copies of existing or proposed assessment tools to be used.
5. Organizational chart and existing or proposed staffing plan, including resumes for key personnel including, program director, supervisor and program specialist and their experience to deliver the service as described in the scope of work.
6. Provide letters of reference and/or evaluations from prior client agencies from with whom the contractor has provided services within the last five years .
7. Provide a description of your current data collection tool and process whereby the data is analyzed and use to inform program direction and outcomes.

M.2 BUSINESS PLAN REVIEW CRITERIA

TECHNICAL CRITERIA (_85_Points Maximum)

Evaluation Criteria for Youth Aftercare

1. Demonstrated capacity to deliver services consistent with the youth partnership/positive youth development model and provide case management as deemed appropriate and agreed upon by the youth. **Points – 25**
2. Demonstrated relationships with a wide array of public, private and community-based services (e.g. subcontracts, grants, MOUs, service agreements) that will ensure the young adults have access to the service array recommended in the Transition to Adulthood for Young Adults in Foster Care in the District of Columbia Report and corresponding benchmarks and outcomes document. **Points – 20**
3. Documented experience performing similar Youth Aftercare contracts within the last three years that demonstrates positive program outcomes. In addition, demonstrated capacity to collect and analyze youth outcome data and to provide weekly, quarterly and annual reports to CFSA as required. **Points – 20**
4. Demonstrated ability to serve in all wards of the District and up to a 25-mile radius of the District of Columbia from one or more locations. **Points - 20**

M.3.2 PRICE CRITERION (15 Points Maximum)

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

$$\begin{array}{l} \text{Lowest price proposal} \\ \text{-----} \end{array} \times \text{weight} = \text{Evaluated price score}$$

Price of proposal being evaluated

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

M.3.4 TOTAL POINTS (112 Points Maximum)

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

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the DSLBD will receive the addition of three points on a 100-point scale added to the overall score.
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score.

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

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The CO will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any additional documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification in order to receive preferences under this solicitation should contact the:
- Department of Small and Local Business Development
ATTN: CBE Certification Program
441 Fourth Street, NW, Suite 850N
Washington DC 20001
- M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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

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