



SOLICITATION, OFFER, AND AWARD			1. Caption		Page of Pages		
			Mental Health Services		1	82	
2. Contract Number		3. Solicitation Number		4. Type of Solicitation		5. Date Issued	
		CFSA-11-I-0001		<input checked="" type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		6/21/2011	
				6. Type of Market		<input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By:				8. Address Offer to:			
Contracts and Procurement Administration Child and Family Services Agency (CFSA) 955 L'Enfant Plaza, SW, Suite 5200, North Building Ph:(202) 724-5300 Washington, DC 20024				Contracts and Procurement Administration Child and Family Services Agency (CFSA) 955 L'Enfant Plaza, SW, Suite 5200, 5th Floor, North Building Washington, DC 20024			
SOLICITATION							
9. Sealed offers in original and <u>2</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>955 L'Enfant Plaza, SW, Suite 5200, 5th Floor, North Building</u> until <u>14:00</u> local time <u>21-Jul-11</u> (Hour) (Date)							
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.							
10. For Information Contact		A. Name		B. Telephone		C. E-mail Address	
		Patricia Lewis-Miller		(Area Code) 202	(Number) 724-7207	(Ext)	patricia.lewis-miller@dc.gov
11. Table of Contents							
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OFFER							
12. In compliance with the above, the undersigned agrees, if this offer is accepted within <u>120</u> calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.							
13. Discount for Prompt Payment		10 Calendar days %		20 Calendar days %		30 Calendar days %	
						Calendar days %	
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):				Amendment Number		Date	
15A. Name and Address of Offeror				16. Name and Title of Person Authorized to Sign Offer/Contract			
15B. Telephone		15 C. Check if remittance address is different from above - Refer to Section G		17. Signature		18. Offer Date	
(Area Code)	(Number)	(Ext)	<input type="checkbox"/>				
AWARD (TO BE COMPLETED BY GOVERNMENT)							
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation		
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date	
 Government of the District of Columbia				 Child and Family Services Agency			

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

- B.1** The District of Columbia, Child and Family Service Agency (CFSA) is seeking a contractor (s) to provide Mental Health services to children and/or families who are in the care of the CFSA.
- B.2** The District contemplates award of an Indefinite Delivery Indefinite Quantity (IDIQ) contract with firm fixed unit prices specified in Section B.4 – Pricing Schedule.

B.3 INDEFINITE DELIVERY – INDEFINITE QUANTITY (IDIQ) CONTRACT

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

- a. Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering Clause, section G.10. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule up to and including the maximum quantity for each CLIN. The District will order at least the minimum quantity of 1 for each CLIN.
- b. There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations.
- c. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after date of award.

B.4 PRICE SCHEDULE

**B.4.1 BASE YEAR: Group I – Individual Therapy Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001A	Initial Assessment	\$_____	1	\$_____	70	\$_____
0001B	Trauma Focused Cognitive/ Behavioral Therapy	\$_____	1	\$_____	70	\$_____
0001C	Interpersonal/ Psychotherapy	\$_____	1	\$_____	20	\$_____
0001D	Grief & Loss Counseling	\$_____	1	\$_____	20	\$_____
0001E	Anger Management	\$_____	1	\$_____	40	\$_____
0001F	Attachment Therapy	\$_____	1	\$_____	20	\$_____
0001G	Rational Emotive Behavioral Therapy	\$_____	1	\$_____	20	\$_____
0001H	No Show	N/A	N/A	N/A	N/A	\$500.00
Total for Group I				\$_____		\$_____

**B.4.2 BASE YEAR - Group II– Behavior Modification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0002A	Initial Assessment	\$_____	1	\$_____	70	\$_____
0002B	Applied Behavior Analysis	\$_____	1	\$_____	15	\$_____
0002C	One-to-One Behavior Intervention	\$_____	1	\$_____	20	\$_____
0002D	Medication Management	\$_____	1	\$_____	30	\$_____
0002E	Standard Behavior Modification	\$_____	1	\$_____	25	\$_____
0002F	No Show	N/A	N/A	N/A	N/A	\$ 500.00
Total for Group II				\$_____		\$_____

**B.4.3 BASE YEAR -Group III – Family Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0003A	Initial Assessment	\$_____	1	\$_____	70	\$_____
0003B	Family Counseling	\$_____	1	\$_____	50	\$_____
0003C	Couples Counseling	\$_____	1	\$_____	10	\$_____
0003D	Family Attachment	\$_____	1	\$_____	20	\$_____
0003E	Siblings w/o Parents	\$_____	1	\$_____	20	\$_____
0003F	Anger Management Group	\$_____	1	\$_____	20	\$_____
0003G	No Show	N/A	N/A	N/A	N/A	\$ 500.00
Total for Group III				\$_____		\$_____

**B.4.4 BASE YEAR - Group IV – Intensive In Home Family Preservation/Reunification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0004A	Initial Assessment	\$_____	1	\$_____	70	\$_____
0004B	Intensive In Home Family Preservation/Reunification	\$_____	1	\$_____	60	\$_____
0004C	No Show	N/A	N/A	N/A	N/A	\$ 500.00
Total for Group IV				\$_____		\$_____

**B.4.5 BASE YEAR - Group V– Specialty Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0005A	Initial Assessment	\$_____	1	\$_____	70	\$_____
0005B	Sex Abuse/Sex Offender	\$_____	1	\$_____	20	\$_____
0005C	Sex Abuse Therapy	\$_____	1	\$_____	50	\$_____
0005D	Dialectical Behavior Therapy	\$_____	1	\$_____	15	\$_____
0005E	Art Therapy	\$_____	1	\$_____	10	\$_____
0005F	Play Therapy	\$_____	1	\$_____	50	\$_____
0005G	Dance/Movement	\$_____	1	\$_____	5	\$_____
0005H	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group V				\$_____		\$_____

**B.4.6 BASE YEAR - Group VI – Evaluation Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0006A	Initial Assessment	\$_____	1	\$_____	70	\$_____
0006B	Psychological Evaluations	\$_____	1	\$_____	15	\$_____
0006C	Psycho-Educational Evaluations	\$_____	1	\$_____	15	\$_____
0006D	Psychiatric Evaluation	\$_____	1	\$_____	15	\$_____
0006E	Neuro-Psychological Evaluations	\$_____	1	\$_____	12	\$_____
0006F	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group VI				\$_____		\$_____

**B.4.7 OPTION YEAR 1 - Group I – Individual Therapy Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001A	Initial Assessment	\$_____	1	\$_____	70	\$_____
1001B	Trauma Focused Cognitive/ Behavioral Therapy	\$_____	1	\$_____	70	\$_____
1001C	Interpersonal/ Psychotherapy	\$_____	1	\$_____	20	\$_____
1001D	Grief & Loss Counseling	\$_____	1	\$_____	20	\$_____
1001E	Anger Management	\$_____	1	\$_____	40	\$_____
1001F	Attachment Therapy	\$_____	1	\$_____	20	\$_____
1001G	Rational Emotive Behavioral Therapy	\$_____	1	\$_____	20	\$_____
1001H	No Show	N/A	N/A	N/A	N/A	\$500.00
Total for Group I				\$_____		\$_____

**B.4.8 OPTION YEAR 1 - Group II– Behavior Modification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1002A	Initial Assessment	\$_____	1	\$_____	70	\$_____
1002B	Applied Behavior Analysis	\$_____	1	\$_____	15	\$_____
1002C	One-to-One Behavior Intervention	\$_____	1	\$_____	20	\$_____
1002D	Medication Management	\$_____	1	\$_____	30	\$_____
1002E	Standard Behavior Modification	\$_____	1	\$_____	25	\$_____
1002F	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group II				\$_____		\$_____

**B.4.9 OPTION YEAR 1 -Group III – Family Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1003A	Initial Assessment	\$_____	1	\$_____	70	\$_____
1003B	Family Counseling	\$_____	1	\$_____	50	\$_____
1003C	Couples Counseling	\$_____	1	\$_____	10	\$_____
1003D	Family Attachment	\$_____	1	\$_____	20	\$_____
1003E	Siblings w/o Parents	\$_____	1	\$_____	20	\$_____
1003F	Anger Management Group	\$_____	1	\$_____	20	\$_____
1003G	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group III				\$_____		\$_____

**B.4.10 OPTION YEAR 1 - Group IV – Intensive In Home Family Preservation/Reunification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1004A	Initial Assessment	\$_____	1	\$_____	70	\$_____
1004B	Intensive In Home Family Preservation/Reunification	\$_____	1	\$_____	60	\$_____
1004C	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group IV				\$_____		\$_____

**B.4.11 OPTION YEAR 1 - Group V– Specialty Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1005A	Initial Assessment	\$_____	1	\$_____	70	\$_____
1005B	Sex Abuse/Sex Offender	\$_____	1	\$_____	20	\$_____
1005C	Sex Abuse Therapy	\$_____	1	\$_____	50	\$_____
1005D	Dialectical Behavior Therapy	\$_____	1	\$_____	15	\$_____
1005E	Art Therapy	\$_____	1	\$_____	10	\$_____
1005F	Play Therapy	\$_____	1	\$_____	50	\$_____
1005G	Dance/Movement	\$_____	1	\$_____	5	\$_____
1005H	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group V				\$_____		\$_____

**B.4.12 OPTION YEAR 1 - Group VI – Evaluation Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1006A	Initial Assessment	\$_____	1	\$_____	70	\$_____
1006B	Psychological Evaluations	\$_____	1	\$_____	15	\$_____
1006C	Psycho-Educational Evaluations	\$_____	1	\$_____	15	\$_____
1006D	Psychiatric Evaluation	\$_____	1	\$_____	15	\$_____
1006E	Neuro-Psychological Evaluations	\$_____	1	\$_____	12	\$_____
1006F	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group VI				\$_____		\$_____

**B.4.13 OPTION YEAR 2 - Group I – Individual Therapy Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001A	Initial Assessment	\$_____	1	\$_____	70	\$_____
2001B	Trauma Focused Cognitive/ Behavioral Therapy	\$_____	1	\$_____	70	\$_____
2001C	Interpersonal/ Psychotherapy	\$_____	1	\$_____	20	\$_____
2001D	Grief & Loss Counseling	\$_____	1	\$_____	20	\$_____
2001E	Anger Management	\$_____	1	\$_____	40	\$_____
2001F	Attachment Therapy	\$_____	1	\$_____	20	\$_____
2001G	Rational Emotive Behavioral Therapy	\$_____	1	\$_____	20	\$_____
2001H	No Show	N/A	N/A	N/A	N/A	\$500.00
Total for Group I				\$_____		\$_____

**B.4.14 OPTION YEAR 2 - Group II– Behavior Modification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2002A	Initial Assessment	\$_____	1	\$_____	70	\$_____
2002B	Applied Behavior Analysis	\$_____	1	\$_____	15	\$_____
2002C	One-to-One Behavior Intervention	\$_____	1	\$_____	20	\$_____
2002D	Medication Management	\$_____	1	\$_____	30	\$_____
2002E	Standard Behavior Modification	\$_____	1	\$_____	25	\$_____
2002F	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group II				\$_____		\$_____

**B.4.15 OPTION YEAR 2 -Group III – Family Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2003A	Initial Assessment	\$_____	1	\$_____	70	\$_____
2003B	Family Counseling	\$_____	1	\$_____	50	\$_____
2003C	Couples Counseling	\$_____	1	\$_____	10	\$_____
2003D	Family Attachment	\$_____	1	\$_____	20	\$_____
2003E	Siblings w/o Parents	\$_____	1	\$_____	20	\$_____
2003F	Anger Management Group	\$_____	1	\$_____	20	\$_____
2003G	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group III				\$_____		\$_____

**B.4.16 OPTION YEAR 2 - Group IV – Intensive In Home Family Preservation/Reunification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2004A	Initial Assessment	\$_____	1	\$_____	70	\$_____
2004B	Intensive In Home Family Preservation/Reunific ation	\$_____	1	\$_____	60	\$_____
2004C	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group IV				\$_____		\$_____

**B.4.17 OPTION YEAR 2 - Group V– Specialty Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2005A	Initial Assessment	\$_____	1	\$_____	70	\$_____
2005B	Sex Abuse/Sex Offender	\$_____	1	\$_____	20	\$_____
2005C	Sex Abuse Therapy	\$_____	1	\$_____	50	\$_____
2005D	Dialectical Behavior Therapy	\$_____	1	\$_____	15	\$_____
2005E	Art Therapy	\$_____	1	\$_____	10	\$_____
2005F	Play Therapy	\$_____	1	\$_____	50	\$_____
2005G	Dance/Movement	\$_____	1	\$_____	5	\$_____
2005H	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group V				\$_____		\$_____

**B.4.18 OPTION YEAR 2 - Group VI – Evaluation Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2006A	Initial Assessment	\$_____	1	\$_____	70	\$_____
2006B	Psychological Evaluations	\$_____	1	\$_____	15	\$_____
2006C	Psycho-Educational Evaluations	\$_____	1	\$_____	15	\$_____
2006D	Psychiatric Evaluation	\$_____	1	\$_____	15	\$_____
2006E	Neuro-Psychological Evaluations	\$_____	1	\$_____	12	\$_____
2006F	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group VI				\$_____		\$_____

**B.4.19 OPTION YEAR 3 - Group I – Individual Therapy Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001A	Initial Assessment	\$_____	1	\$_____	70	\$_____
3001B	Trauma Focused Cognitive/ Behavioral Therapy	\$_____	1	\$_____	70	\$_____
3001C	Interpersonal/ Psychotherapy	\$_____	1	\$_____	20	\$_____
3001D	Grief & Loss Counseling	\$_____	1	\$_____	20	\$_____
3001E	Anger Management	\$_____	1	\$_____	40	\$_____
3001F	Attachment Therapy	\$_____	1	\$_____	20	\$_____
3001G	Rational Emotive Behavioral Therapy	\$_____	1	\$_____	20	\$_____
3001H	No Show	N/A	N/A	N/A	N/A	\$500.00
Total for Group I				\$_____		\$_____

**B.4.20 OPTION YEAR 3 - Group II– Behavior Modification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3002A	Initial Assessment	\$_____	1	\$_____	70	\$_____
3002B	Applied Behavior Analysis	\$_____	1	\$_____	15	\$_____
3002C	One-to-One Behavior Intervention	\$_____	1	\$_____	20	\$_____
3002D	Medication Management	\$_____	1	\$_____	30	\$_____
3002E	Standard Behavior Modification	\$_____	1	\$_____	25	\$_____
3002F	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group II				\$_____		\$_____

**B.4.21 OPTION YEAR 3 -Group III – Family Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3003A	Initial Assessment	\$_____	1	\$_____	70	\$_____
3003B	Family Counseling	\$_____	1	\$_____	50	\$_____
3003C	Couples Counseling	\$_____	1	\$_____	10	\$_____
3003D	Family Attachment	\$_____	1	\$_____	20	\$_____
3003E	Siblings w/o Parents	\$_____	1	\$_____	20	\$_____
3003F	Anger Management Group	\$_____	1	\$_____	20	\$_____
3003G	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group III				\$_____		\$_____

**B.4.22 OPTION YEAR 3 - Group IV – Intensive In Home Family Preservation/Reunification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3004A	Initial Assessment	\$_____	1	\$_____	70	\$_____
3004B	Intensive In Home Family Preservation/Reunification	\$_____	1	\$_____	60	\$_____
3004C	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group IV				\$_____		\$_____

**B.4.23 OPTION YEAR 3 - Group V– Specialty Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3005A	Initial Assessment	\$_____	1	\$_____	70	\$_____
3005B	Sex Abuse/Sex Offender	\$_____	1	\$_____	20	\$_____
3005C	Sex Abuse Therapy	\$_____	1	\$_____	50	\$_____
3005D	Dialectical Behavior Therapy	\$_____	1	\$_____	15	\$_____
3005E	Art Therapy	\$_____	1	\$_____	10	\$_____
3005F	Play Therapy	\$_____	1	\$_____	50	\$_____
3005G	Dance/Movement	\$_____	1	\$_____	5	\$_____
3005H	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group V				\$_____		\$_____

**B.4.24 OPTION YEAR 3 - Group VI – Evaluation Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3006A	Initial Assessment	\$_____	1	\$_____	70	\$_____
3006B	Psychological Evaluations	\$_____	1	\$_____	15	\$_____
3006C	Psycho-Educational Evaluations	\$_____	1	\$_____	15	\$_____
3006D	Psychiatric Evaluation	\$_____	1	\$_____	15	\$_____
3006E	Neuro-Psychological Evaluations	\$_____	1	\$_____	12	\$_____
3006F	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group VI				\$_____		\$_____

**B.4.25 OPTION YEAR 4 - Group I – Individual Therapy Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4001A	Initial Assessment	\$_____	1	\$_____	70	\$_____
4001B	Trauma Focused Cognitive/ Behavioral Therapy	\$_____	1	\$_____	70	\$_____
4001C	Interpersonal/ Psychotherapy	\$_____	1	\$_____	20	\$_____
4001D	Grief & Loss Counseling	\$_____	1	\$_____	20	\$_____
4001E	Anger Management	\$_____	1	\$_____	40	\$_____
4001F	Attachment Therapy	\$_____	1	\$_____	20	\$_____
4001G	Rational Emotive Behavioral Therapy	\$_____	1	\$_____	20	\$_____
4001H	No Show	N/A	N/A	N/A	N/A	\$500.00
Total for Group I				\$_____		\$_____

**B.4.26 OPTION YEAR 4 - Group II– Behavior Modification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4002A	Initial Assessment	\$_____	1	\$_____	70	\$_____
4002B	Applied Behavior Analysis	\$_____	1	\$_____	15	\$_____
4002C	One-to-One Behavior Intervention	\$_____	1	\$_____	20	\$_____
4002D	Medication Management	\$_____	1	\$_____	30	\$_____
4002E	Standard Behavior Modification	\$_____	1	\$_____	25	\$_____
4002F	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group II				\$_____		\$_____

**B.4.27 OPTION YEAR 4 -Group III – Family Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4003A	Initial Assessment	\$_____	1	\$_____	70	\$_____
4003B	Family Counseling	\$_____	1	\$_____	50	\$_____
4003C	Couples Counseling	\$_____	1	\$_____	10	\$_____
4003D	Family Attachment	\$_____	1	\$_____	20	\$_____
4003E	Siblings w/o Parents	\$_____	1	\$_____	20	\$_____
4003F	Anger Management Group	\$_____	1	\$_____	20	\$_____
4003G	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group III				\$_____		\$_____

**B.4.28 OPTION YEAR 4 - Group IV – Intensive In Home Family Preservation/Reunification
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4004A	Initial Assessment	\$_____	1	\$_____	70	\$_____
4004B	Intensive In Home Family Preservation/Reunification	\$_____	1	\$_____	60	\$_____
4004C	No Show	N/A	N/A	N/A	N/A	\$ <u>500.00</u>
Total for Group IV				\$_____		\$_____

**B.4.29 OPTION YEAR 4 - Group V– Specialty Services
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4005A	Initial Assessment	\$_____	1	\$_____	70	\$_____
4005B	Sex Abuse/Sex Offender	\$_____	1	\$_____	20	\$_____
4005C	Sex Abuse Therapy	\$_____	1	\$_____	50	\$_____
4005D	Dialectical Behavior Therapy	\$_____	1	\$_____	15	\$_____
4005E	Art Therapy	\$_____	1	\$_____	10	\$_____
4005F	Play Therapy	\$_____	1	\$_____	50	\$_____
4005G	Dance/Movement	\$_____	1	\$_____	5	\$_____
4005H	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group V				\$_____		\$_____

**B.4.30 OPTION YEAR 4 - Group VI – Evaluation Standard
Individual Award Groups**

Contract Line Item No. (CLIN)	Item Description	Price Per Unit (Hour)	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4006A	Initial Assessment	\$_____	1	\$_____	70	\$_____
4006B	Psychological Evaluations	\$_____	1	\$_____	15	\$_____
4006C	Psycho-Educational Evaluations	\$_____	1	\$_____	15	\$_____
4006D	Psychiatric Evaluation	\$_____	1	\$_____	15	\$_____
4006E	Neuro-Psychological Evaluations	\$_____	1	\$_____	12	\$_____
4006F	No Show	N/A	N/A	N/A	N/A	<u>\$500.00</u>
Total for Group VI				\$_____		\$_____

- B.5** A bidder responding to this solicitation must submit with its bid, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this IFB shall be deemed nonresponsive and shall be rejected if the bidder fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.1.

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

The Government of the District of Columbia, Child and Family Services Agency (CFSA) requires Contractor's to provide the following Mental Health Services to children and/or families who are in the care of CFSA.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Document Type	Title	Date
1	Word Document	Lashawn A.v.Gray I&EP	12/17/ 2010
		Implementation and Exit Plan	

C.3 DEFINITIONS

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

- C.3.1 Sex Abuse Therapy:** the use of counseling/therapy approaches to address childhood sexual trauma and abuse.
- C.3.2 Sex Offender Treatment:** the use of counseling/therapy approaches, in individual and/or group format, to address sexual offending behavior and psychosexual disorders.
- C.3.3 Individual Therapy:** the use of counseling/therapy approaches to treat individuals diagnosed with a DSM IV diagnosis.
- C.3.4 Family Therapy:** the use of counseling/therapy approaches to address issues and concerns regarding family dynamics and interpersonal relationships
- C.3.5 Medication Evaluation:** a consultation from a psychiatrist to determine if an individual can benefit from the use of psychotropic medications to alleviate psychiatric symptoms.
- C.3.6. Medication Management:** a 15 to 30 minute consultation with a psychiatrist to discuss the effects of psychotropic medication prescribed and/or to receive another prescription for medication.
- C.3.7. Behavior Therapy:** psychotherapy that utilizes learning principles and techniques to replace maladaptive behaviors with more desirable responses.

- C.3.8 Play Therapy:** form of psychotherapy for children that uses play situations for diagnosis or treatment
- C.3.9 Art Therapy:** a form of psychotherapy that encourages the expression of emotions through artistic activities such as painting, drawing, or sculpture.
- C.3.10 Dialectical Behavior Therapy:** type of psychotherapy that combines standard cognitive-behavioral techniques for emotion regulation and reality-testing with concepts of distress tolerance, acceptance, and mindful awareness.
- C.3.11 Anger Management Group:** therapy to understand the reasons behind one's feelings of anger, the different styles of anger, and strategies for coping with anger in more productive ways.
- C.3.12 One to One Behavioral Services:** the use of behavioral interventions to redirect maladaptive behaviors.
- C.3.13 Psychological Evaluation:** assessment of an individual, usually consisting of the administration of a battery of psychological tests, an interview, and a behavioral observation for the purposes of diagnosis and treatment.
- C.3.14 Psycho-educational Evaluation:** assessment of an individual, usually consisting of the administration of a battery of psychological and educational tests, an interview, and a behavioral for the purposes of diagnosis and educational readiness.
- C.3.15 Psychiatric Evaluation:** the use of interview, behavioral observation, and past medical, social and clinical history of an individual for the purposes of diagnosis and treatment.
- C.3.16 Psychosexual Assessment:** an evaluation that focuses on an individual's sexual development, sexual history, paraphilic interests, sexual adjustment, risk level, and victimology.

C.4 BACKGROUND

- C.4.1** CFSA is charged with protecting children and youth from abuse and neglect and ensuring children receive appropriate services in a safe setting in which their well-being is supported.
- C.4.2** The Contractor shall provide mental health services to children and their families, and meet general and program requirements set forth in this contract, comply with LaShawn A. v. Gray Implementation and Exit Plan (I&EP), and all applicable federal and District of Columbia laws and regulations.

C.5 SPECIFIC REQUIREMENTS

- C.5.1** For those services that are eligible for Medicaid, the provider shall complete the certification process and enroll as a District Medicaid provider within 90 days of this contract being promulgated for those services that are Medicaid eligible. The provider shall complete the Provider Enrollment Application and the Credentialing Requirements Checklist forms from the following link: <https://www.dc-medicaid.com>

- C.5.2** If the provider is unable to enroll and complete the certification process as a District Medicaid provider within 90 days of this contract being executed, CFSA reserves the right to terminate this contract anytime beyond the 90 day enrollment due date.
- C.5.3** In order to have met this requirement, the provider must have received an enrollment letter from the District of Columbia Department of Healthcare Finance (DHCF), and Medicaid provider number which has been entered in DHCF Medicaid Management Information System (MMIS).
- C.5.4** The Contractor, which this term shall include all employees who provide Mental Health Services under this contract, shall provide Mental Health Services to children/families who have active CFSA cases with an active CFSA client identification number, as requested by CFSA. The Contractor shall provide these services to caregivers, involved family members and any other child/children's ongoing care and development. CFSA will not render payment for closed cases.
- C.5.5** The Contractor shall not permit videotaping when providing treatment services for CFSA children and families.
- C.5.6** The contractor shall ensure that all employees of the contractor who provide mental health services under this contract are qualified, licensed practitioners. The following is exclusive lists of practitioners who shall be considered "qualified" by CFSA for services performed under this contract: Psychiatrist, LICSW, Registered Nurse, LPC, Psychologist, Advance Practice Registered Nurses or LICSW. Licensed graduate social workers may provide counseling and psychotherapy under the supervision of a LISW
- C.5.7** The Contractor shall participate in a pre-certification and reauthorization process in order to provide services to children and families on the rolls of CFSA. The Contractor shall provide to the Contract Administrator CA, identified in Section G copies of all progress notes, treatment plans and monthly reports on each client prior to payment being made for services provided to that client.
- C.5.8** If this contract states that information, reporting or any other obligation of Contractor shall be provided to "CFSA" or the "Agency" or authorization is to be obtained from "CFSA" or the "Agency", and no specific person from CFSA is identified, either by name or position, as the point of contact, then for purposes of this contract, the CA shall be the point of contact. If information is not specified, for purposes of this contract, the information shall be required to be provided in writing and may be transmitted by fax.
- C.5.9** The Contractor shall attempt to establish contact with the child within forty-eight (48) hours of referral and shall provide the CA a preliminary report on the status of the case within 15 days of making contact, including the status of the contact made, the plan for future appointments, and other related information. A written comprehensive assessment report with diagnosis and treatment recommendations shall be provided to the CA within 30 days of the initial interview with the client.
- C.5.10** As deemed appropriate by the Contractor, as referred by the Behavioral Science Unit (BSU), the comprehensive assessment report shall include collaboration with other mental health professionals, psychiatric interviews, psychological testing, psychosocial assessment and/or any

other significant medical information. The process for conducting such collaboration and assessment shall be at the discretion of the Contractor, subject to applicable professional standards and best practices concerning such collaboration and assessments.

- C.5.11** The comprehensive assessment shall also include the demographic data, date of first appointment, interviewing techniques used, and specific assessment shall be at the discretion of the Contractor, subject to applicable professional standards and best practices concerning such collaboration and assessments.
- C.5.12** The comprehensive assessment shall also include the demographic data, date of first appointment, interviewing techniques used, and specific assessment tools used in a detailed format and recommended treatment.
- C.5.13** The Contractor shall provide therapy and/or counseling for children and adults in accordance with their established treatment plan, as approved in writing by the CA. The Contractor shall strictly adhere to the approved treatment plan. If services are recommended at the development of the treatment plan, the Contractor shall identify the service not the provider unless specifically requested by OCP. The Contractor shall be knowledgeable of and sensitive to the issues of child abuse, including the needs and concerns of the children, families and caregivers. The Contractor shall be knowledgeable of and experienced with crisis intervention techniques and anger management.
- C.5.14** The Contractor shall be able to provide services to those with mental retardation and autism spectrum disorder.
- C.5.15** The Contractor shall not engage in corporal punishment or physical restraint of any type.
- C.5.16** The Contractor shall attend treatment team meetings relating to each client at least one time in each thirty (30) day period that the client is receiving services from the Contractor. Such meetings shall include each mental health professionals that are involved in the case, either by providing services or in participating in the formation of the comprehensive assessment report or any other assessments.
- C.5.17** The Contractor shall inform the CA in writing of any disagreement regarding the need for continued treatment services, appropriateness of certain types of treatment, concerns or questions regarding invoicing or payment, or any other disagreement concerning the applicability or interpretation of services to be rendered. Contractor may request a staffing meeting to discuss the issues and attempt to reach a mutually satisfactory resolution. The CA shall inform the Contracting Officer in writing of any such requests and shall work with the Contracting Officer to decide the most appropriate means of resolution.

C.6 LOCATION OF SERVICES/FACILITY REQUIREMENTS

- C.6.1** The Contractor shall provide on-site services at the Contractor's primary facility and off-site services, providing that the designated location of the service is an environment conducive for the provisions of therapeutic services. As appropriate, the Contractor shall provide services in the residential dwelling of CFSA children/families, providing that the dwelling is one that

presents no environmental risks and safety hazards, poses no elements of immediate danger for the children, caregivers and their involved family members and the service provider. The Contractor's primary facility, if utilized for the provision of services to the client, shall be appropriately zoned and licensed for such purposes and shall comply with all applicable laws, including but not limited to the Americans with Disabilities Act, and all licensing, permitting and Certificate of Occupancy requirements. Contractor shall develop an emergency exit plan and shall develop a contingency plan for an alternative facility in the event the facility is deemed inappropriate for any reason.

C.7 STANDARDS OF PERFORMANCE

C.7.1 The Contractor shall comply with all Federal, State and local laws currently in effect or in effect during the period of the contract, and shall ensure that all foster care families, social worker staff, subcontractors or agents comply with the appropriate laws and professional standards when providing services under this contract. The Contractor shall at all times act in good faith and in the best interests of CFSA, use its best efforts, and exercise all due care and sound business judgment in performing its duties under this contract.

C.8 REFERRALS

C.8.1 The Contractor shall be required to accept all authorized clinically appropriate referrals from the CA for services covered under this contract, consistent with the quantity limitations set for in this contract, the qualifications of the Contractor to render such services, and all other requirements of this contract. Contractor shall state in writing any intention to not accept a referral, to the CA with a copy to the Contracting Officer, no later than 48 (forty eight) hours after the referral is made. Any disputes arising under or relating to this contract shall be resolved under the Disputes Clause, Clause 14, of the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts (March 2007).

C.8.2 The Contractor shall only accept and process referrals that have been submitted to the Contractor by a designated representative of CFSA, Office of Clinical Practice, Office of Clinical Support Services (OCSS). All referrals shall be in writing. CFSA shall not be responsible for payment for any services rendered that are not the result of a referral from the Unit, regardless of the identity of the referring agency or source, or the legal status of the child (ren), youths or family (ies) being served.

C.8.3 No Shows

The maximum cost allowed per contract year for no shows is \$500.00. The No Shows only cover missed appointments (i.e. there was no prior notification to the provider). Cancelled appointments are not considered no shows and will not be billable.

SECTION D: PACKAGING AND MARKING

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

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007.
- E.2** Inspection and acceptance shall be performed by the CA who shall accept or reject the services within thirty (30) days after completion of services.
- E.3** The Contractor shall be responsible for controlling the quality of services, and ensuring that services conform to the requirements of the contract. The Contractor shall establish procedures and processes including, but not limited to, inspections to ensure that all contract requirements are met.

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be for a period of one (1) year from date of award specified on the cover page of this contract.

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(s) shall be as specified in the Section B of the contract.

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

F.3 DELIVERABLES

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

	Deliverable	Quantity	Format/Method of Delivery	Due Date
1.	Preliminary Report on referral	1	Hard Copy	15 days from contact with the CA
2.	Comprehensive assessment report	1	Hard Copy	Provided to CA 30 days of the initial interview with client
3.	Unusual Incident Mandatory Reporting	1	By telephone	24 hours hotline
4.	Mandatory Reporting	1	Hard Copy	Within 24 hours written report to CA

- F.3.1** The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 which is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, the District shall not make final payment to the Contractor pursuant to section G.3.2.
- F.3.2** Except as otherwise specified in Section F, the Contractor shall provide the reports to the CA no later than the fifteenth business day of each month following any month in which services are provided under this contract. All reports shall be submitted to the CA in hardcopy. The Contractor may also send an additional copy by e-mail at the Contractor's discretion.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

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

G.2 INVOICE SUBMITTAL

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

Child and Family Services Agency
Agency fiscal Operations
400 Sixth Street, SW, 2nd Floor
Washington, DC 20024

The Contractor may also submit invoices by e-mail to: cfsa.accountspayable@dc.gov

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

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

G.3.2 The District shall not make final payment to the Contractor until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 In accordance with the Quick Payment Act, D.C. Official Code § 2-221.02, payment shall be made within thirty (3) days from the date of receipt of a properly submitted invoice, after all approvals are completed as required by the PASS system. CFSA will only pay the Contractor for performing the services under this contract at the prices stated in Section B.

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

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

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

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

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

G.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

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

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

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

G.6.2 Payments to Subcontractors

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

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

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

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

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

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

G.6.3 Subcontract requirements

G.6.3.1 The Contractor shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 CONTRACTING OFFICER (CO)

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

Tara Sigamoni
Contracts and Procurement Administrator
Agency Chief Contracting Officer
Child and Family Services Agency
955 L'Enfant Plaza, S.W., North Building Suite 5200
Washington, D.C. 20024
(202) 724-5300
(202) 727-5883 (fax)

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

G.9 CONTRACT ADMINISTRATOR (CA)

- G.9.1** The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:
 - G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
 - G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
 - G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
 - G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.9.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

G.9.2 The address and telephone number of the CA is:

Patrina Anderson/Kristal Thomas
Office of Clinical Practice
Child and Family Services Agency
400 6th Street, S.W.
Washington, D.C. 20024
(202) 727-3599, Phone
(202) 727-7772, Fax
Email Address: Patrinia.anderson@dc.gov

G.9.3 The CA shall NOT have the authority to:

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

G.9.4 The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.10 ORDERING CLAUSE

G.10.1 Any supplies and services to be furnished under this contract must be ordered by issuance of delivery orders or task orders by the CFSA. Such orders may be issued during the term of this contract.

G.10.2 All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of a conflict between a delivery order or task order and this contract, the contract shall control.

G.10.3 If mailed, a delivery order or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce methods.

SECTION H: SPECIAL CONTRACT REQUIREMENTS

H.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

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

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

H.2 DEPARTMENT OF LABOR WAGE DETERMINATIONS

The Contractor shall be bound by the Wage Determination No. 2005-2103 Revision No.10 dated June 15, 2010, 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 exercise of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Contractor may be entitled to an equitable adjustment.

H.3 PUBLICITY

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

H.4 FREEDOM OF INFORMATION ACT

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

by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits

discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

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

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

H.8 WAY TO WORK AMENDMENT ACT OF 2006

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

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

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

H.8.4 The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

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

H.8.6 The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

H.8.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

H.8.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;

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

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

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

H.9.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

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

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

H.9.2 Subcontracting Plan

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

- H.9.2.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;
 - H.9.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
 - H.9.2.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;
 - H.9.2.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;
 - H.9.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;
 - H.9.2.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;
 - H.9.2.8** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and
 - H.9.2.9** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.
- H.9.3 Subcontracting Plan Compliance Reporting.** If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting

requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- H.9.3.1** The dollar amount of the contract or procurement;
- H.9.3.2** A brief description of the goods procured or the services contracted for;
- H.9.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.9.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.9.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.9.3.6** A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.9.3.7** A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.9.4 Enforcement and Penalties for Breach of Subcontracting Plan

- H.9.4.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.
- H.9.4.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.9.4.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.10 CONTRACTOR RESPONSIBILITIES

H.10.1 UNUSUAL INCIDENTS

- H.10.1.1** The Contractor shall report immediately by telephone all unusual incidents to the CFSA twenty-four hour Hotline: 202-671 SAFE (7233).

- H.10.1.2** The Contractor shall establish, implement, and describe in writing policies and procedures for the reporting of unusual incidents, which include;
- a. Accident/s involving clients or staff on duty;
 - b. A loss of any utility, including but not limited to, power, water, or sewage
 - c. Any condition which results in the facility's closure and
 - d. Any other occurrence or event which substantially interferes with the client's health, welfare, living arrangement, or well being, or in any way places the client at risk.
- H.10.1.3** The Contractor's director or other designated staff shall complete an Unusual Incident Report, 1243, and ensure delivery is completed via fax or personal delivery to the CA within (24) hours of the occurrence of an incident.
- H.10.1.4** The Contractor shall notify the Metropolitan Police Department (MPD) and the Child and Family Services Hotline, immediately or within thirty (30) minutes, after learning that a child/children, caregiver and/or involved family member has been involved in an unusual incident.
- H.11 MANDATORY REPORTING**
- H.11.1** The Contractor shall ensure that any staff member who receives information concerning, or personally observes, an incident of alleged or actual child abuse or neglect, having any other information indicating an alleged or actual risk to a child/children health or safety, shall make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).
- H.11.2** The Contractor shall ensure that notification is made within (24) hours to the assigned CA and Social Worker.
- H.11.3** The Contractor shall ensure that any staff member who believes that a resident is in serious and immediate danger shall take immediate steps to protect the resident including, as appropriate, removing the resident from the danger.
- H.11.4** The Contractor shall ensure that the written report shall include, but need not be limited to, the following information if the person making the report knows:
- a. The child/children who is the subject of the report
 - b. Each of the child/children siblings; and
 - c. Each of the child/children parents or other persons responsible for the child/children's care
 - d. The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known;
 - e. All other information which the person making the report believes may be helpful in establish the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect; and

- f. If the source was required to report under this subchapter, the identity and occupation of the source how to contact the source and a statement of the actions taken by the source concerning the child/children.

H.12 CONTRACTOR LICENSE CLEARANCES

- H.12.1** The Contractor shall maintain documentation that Contractor staff (employees, volunteers and consultants) possesses adequate training, qualifications, and competence to perform the duties to which they are assigned, and hold current licenses or certifications as appropriate.
- H.12.2** The Contractor shall ensure that Contractor staff having direct contact with children have been cleared through the Child Protection Register and shall undergo a criminal background check through the Police Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract, and the District of Columbia.
- H.12.3** The Contractor shall immediately provide to the CA copies of the results of all Child Protection Register and criminal background checks. The Office of Clinical Practice in conjunction with the CFSA's General Counsel, shall have sole discretion to permit or prohibit any person with a criminal record from working for the Contractor on this contract, except that persons having criminal convictions for felony crimes of violence, or crimes involving sexual assault, rape, child abuse/molestation, drug possession or drug distribution shall not under any circumstances have direct contact with children while working for Contractor under this contract.

H.13 STAFF REQUIREMENTS

- H.13.1** The Contractor shall maintain complete written job descriptions covering all positions funded through the contract, which must be included in the project files and be available for inspection on request by CFSA. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this contract project, the Contractor shall obtain written documentation of education, work Experience and personal references, as well as any current licenses and certifications that are applicable.
- H.13.2** The Contractor shall maintain an individual personnel file for each project staff member funded by this contract which shall contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time and attendance records, documentation of all training received, notation of any substantiated professional or other misconduct relating thereto, and reason if terminated from employment. All personnel materials shall be made available to CFSA upon request.

H.13.3 The Contractor shall provide orientation sessions for each staff member with respect to administrative procedures, program goals, and policies and practices to be adhered to under this contract.

H.13.4 The Contractor shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and supervision over each activity required under this contract.

H.14 CREDENTIALS

H.14.1 Sex Abuse Therapy: Individual and family therapy providing intensive treatment to victims affected by sexual violence.

- a. Masters level clinicians and clinical psychologist with at least 5 years experience in providing treatment to children who suffered sexual trauma.

H.14.2 Sex Offenders Treatment Program: Provide individual and group work for juveniles and adults charged with sexual offenses.

- a. Master level clinicians and clinical psychologists with at least 5 years experience in providing treatment to juveniles and adults charged with sexual offenses.

H.14.3 Individual Therapy and Family therapy (Standard): Providing general therapy for individuals suffering from most Axis I mental disorders and family therapy focusing on family dynamics and interpersonal relationships.

- a. Masters level clinicians and clinical psychologists with at least 5 years experience in providing treatment to individuals suffering from most Axis I mental disorders and family work.

H.14.4 Medication Management: Providing medication evaluations and management.

- a. Child and Adolescent Psychiatrist (5-17) with at least 5 years experience in the field; General Psychiatrist (Adult) with at least 5 years experience in the field.

H.14.5 Trauma Focused Therapy: Providing therapy services for children affected by major traumatic events.

- a. Masters level clinicians and clinical psychologist with at least 5 years experience in providing treatment to children who suffer from trauma.

H.14.6 Behavior Modification Therapy: Providing therapeutic interventions for children with behavior management problems.

- a. Masters level clinicians and clinical psychologist with at least 5 years experience in providing treatment to children who suffer behavioral difficulties.

- H.14.7 Psychological and Psycho-Educational Evaluations:** Provides clinical and educational testing.
- a. Clinical Psychologist with at least 5 years experience in clinical and educational testing.
- H.14.8 Psychiatric Evaluations:** Provides psychiatric evaluations for purposes of diagnosis and medication recommendations.
- a. Child and Adolescent Psychiatrist (5-17) with at least 5 years experience in the field, General Psychiatrist (Adult) with at least 5 years experience in the field.
- H.14.9 Neuropsychological Evaluations:** Provides neuropsychological testing to determine if there are organic abnormalities that may be contributing to deficits in cognition, mood dysregulation and severe impairments of behavior.
- a. Clinical neuropsychologist with at least 5 years experience administering neuropsychological assessments.
- H.14.10 Group Therapy:** Provides treatment for children needing treatment in anger management, grief and loss, social skills building and parenting in a group setting.
- a. Masters level clinicians, clinical psychologists with at least 5 years experience in group dynamics.
- H.14.11 Play Therapy:** Providing play therapy for children between 2 years old and up.
- a. Certified play therapist with at least 5 years experience.
- H.14.12 Art Therapy:** Providing art therapy for children and adolescents.
- a. Certified art therapist with at least 5 years experience.
- H.14.13 Dance Movement:** Provide dance and movement therapy for children and adolescents.
- a. Registered or board certified dance movement therapist with at least 5 years experience.
- H.14.14 Dialectical Behavior Therapist:** Provide dialectical therapy for children and adults suffering from personality disorders and/or Post-Traumatic Stress Disorder.
- a. Masters level clinicians and clinical psychologist certified in DBT with at least 5 years experience.
- H.14.15 Attachment Therapy:** Provide specialized therapeutic services for children suffering from attachment related disorders.

- a. Masters level clinicians and clinical psychologist with certification in attachment focused therapy with at least 5 years experience.

H.14.16 Individual and Group Therapy with a focus in Forensics: Provides individual and group work for juveniles suffering from criminal and deviant behaviors and underlying mental health diagnoses.

- a. Clinical and forensic psychologist with at least 5 years experience providing treatment to juvenile offenders.

H.14.17 Individual and Group Therapy with a focus in Eating Disorders: Provides individual and group work for children and adolescents suffering from eating disorder.

- a. Masters level clinicians, psychiatric nurse and clinical psychologist specializing in eating disorders with at least 5 years experience.

H.14.18 Family Preservation: Provides in-home treatment focusing on parent modeling, financial budgeting, behavior modification and coaching.

- a. Masters level clinicians, psychiatric nurse and clinical psychologist with at least 5 years experience.

H.15 RECORDS

H.15.1 The Contractor shall at all times maintain accurate records reflecting initial and periodic assessments in a form prescribed by CFSA. Records shall be available for review at all times by CFSA staff responsible for monitoring the projects. The Contractor shall also maintain current and accurate records regarding administrative activities, including personnel, contracting and financial and facility records. Financial records shall be maintained in a format consistent with Generally Accepted Accounting Principles (GAAP). At anytime during the period under the contract, the Contracting Officer may approve the inspection of any and all records maintained pursuant to it. Such inspection may take place by any authorized officials of the Government of the District of Columbia, or specifically, the Child and Family Services Agency, and may be either announced or unannounced. In the event of announced visits, the Contractor may be granted a period, not to exceed five (5) business days, to prepare records for inspection.

H.16 CONTRACTOR'S NOTICE REGARDING LATE PERFORMANCE

H.16.1 In the event the Contractor anticipates or encounters difficulty in complying with the contract performance schedule, or in meeting any other requirements set forth in this contract, the Contractor shall immediately notify the Contracting Officer in writing giving full detailed rationale for the late delivery. Receipt of the Contractor's notification shall in no way be construed as an acceptance or waiver by the CFSA.

H.17 COST OF OPERATION

H.17.1 All cost of operation under this contract shall be borne by the Contractor. This includes but is not limited to taxes, surcharges, licenses, insurance, transportation, salaries and bonuses. No payments other than those provided for in the Pricing Schedule shall be made to the Contractor.

H.18 FACILITY REQUIREMENTS

H.18.1 The Contractor's facilities used during the performance of this contract shall meet all applicable federal, state, and local regulations for their intended use. The Contractor shall maintain all permits and licenses for facilities.

H.18.2 All facilities used for the provision of services under this contract shall be accessible to persons with mobility limitations, consistent with applicable federal and District law, including the Americans with Disabilities Act.

H.19 TRANSITION PERIOD

H.19.1 In the event of either termination or expiration of this contract, the Contractor shall assist the Agency in the smooth and orderly transition of the children in the care to a new contractor. This time shall be identified as the Transition Period.

H.19.2 The CFSA CA shall provide the Contractor, no later than seven (7) days prior to the start of the transition period, a Transition Plan, which, at a minimum, lists all children to be moved with anticipated moving dates.

H.19.3 During the Transition Period, the Contractor shall cooperate with the CA to ensure that all children and families continue to be provided mental health services as directed by CFSA.

H.19.4 The Contractor shall continue to provide the services as described in this contract during the Transition Period. The Contractor shall continue to follow the billing procedures outlined in Section G of this contract.

H.19.5 Business Associate agrees to make any amendments to Protected Health Information in a Designated Record Set that CFSA directs r agrees to pursuant to 45 CFR 164.526 at the request of CFSA or an Individual, and in the time and manner prescribed by the Contracting Officer.

H.20 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.20.1 A Provider that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official

Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: **All positions that come into direct contact with children.**

H.20.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Contractor shall request traffic records for the following positions: All individuals that provide services under this contract. Contractor shall submit a list to the CA. **All positions that come into direct contact with children.**

H.20.3 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.20.4 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.20.5 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.20.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.20.7 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.20.8** 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.20.9** 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.20.10** 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.20.11** The Contractor shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- H.20.12** 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.20.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.20.14** The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- H.20.15** 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.20.16** 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.20.1 and H.20.2

- H.20.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- H.20.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- H.20.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.20.20** 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.21 NON-DISCRIMINATION

As an agent of Child and Family Services by contract, the Contractor acts on behalf of and in the name of the District of Columbia and CFSA. As a result, the Provider shall comply with all applicable District of Columbia laws and regulations. In particular, this contract issued by or on behalf of the government of the District of Columbia, shall be conditioned upon full compliance with the provisions of D.C. Code, 2001 Ed., §2-1402.67. Contractor's failure or refusal to comply with any provision of this chapter shall be a proper basis for revocation of the contract. Any practice which has the effect or consequence of violating any of the provisions of this chapter shall be deemed to be an unlawful discriminatory practice. *D.C. Code, 2001 Ed., §2-1402.68.*

The Contractor shall provide an environment that is free of discrimination and harassment based on gender identity, sexual orientation, religious and racial/ethnic background, and/or disability.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated March 2007 (“SCP”) are incorporated as part of the contract. To obtain a copy of the SCP go to www.ocp.dc.gov, click on OCP Policies under the heading “OCP at a Glance”, then click on “Standard Contract Provisions – Supplies and Services Contracts”.

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

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

I.5.3 The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in

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

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

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

RESTRICTED RIGHTS LEGEND

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

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

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

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

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

I.5.11 The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.8 INSURANCE

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

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries **\$1,000,000** per occurrence limits; **\$2,000,000** aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury;

contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a **\$1,000,000** per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

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

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: **\$5,000,000** per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of **\$1,000,000** per occurrence for each wrongful act and **\$3,000,000** annual aggregate.

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

6. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries **\$1,000,000** per occurrence limits; **\$2,000,000** aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

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

C. LIABILITY. These are the required minimum insurance requirements established by the District

of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**

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

Tara Sigamoni
Agency Chief Contracting Officer
Contracts and Procurement Administrator
Child and Family Services Agency
955 L'Enfant Plaza S.W.
North Building, Suite 5200
Washington, D.C. 20024
Phone: (202) 724-5300

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

I.9 EQUAL EMPLOYMENT OPPORTUNITY

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

I.10 ORDER OF PRECEDENCE

The contract awarded as a result of this IFB 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) IFB, as amended
- (6) Bid

I.11 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

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

I.12 HIPAA PRIVACY COMPLIANCE

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

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

functions of the hybrid entity without business associate agreements or individual authorizations. The District of Columbia is a Hybrid Covered Entity.

- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI) Rule*: "National Provider Identifier" shall mean the Standard Unique Health Identifier for Healthcare Providers; Final Rule at 45 C.F.R. Part 162.
- m. *Privacy and Security Official*. The person or persons designated by the District of Columbia, a *Hybrid Entity*, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with the Privacy and Security Rules, and other applicable federal and state privacy law.
- n. *Privacy Officer*. The person designated by the Privacy and Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the HIPAA Privacy Regulations, HIPAA Security Regulations and other applicable federal and state privacy law(s). The Covered Agency's privacy officer shall follow the guidance of the District's Privacy and Security Official, and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- o. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- p. *Protected Health Information*. "Protected Health Information" (PHI) or "Electronic Protected Health Information" (ePHI) means individually identifiable health information that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium;

Protected Health Information does not include information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103. Required By Law. "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.

- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Security Officer.* The person designated by the Security Official or one of the District of Columbia's designated health care components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer, and shall be responsive to the same on matters pertaining to HIPAA compliance.
- s. *Security Rule* "Security Rule" shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. part 164.
- t. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information or electronic Protected Health Information (hereinafter "PHI" or Protected Health Information") other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to comply with administrative, physical, and technical safeguards requirements in 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the HITECH ACT (February 18, 2010), to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access within five business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business**

- hours, and in a format** [as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) within five business days to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** [*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.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert agency appropriate terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations.
- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the

explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate HIPAA if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;

- v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
- b. Business Associate must provide assurances to the Covered Entity/ that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
- i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the covered entity.
 - ii. The Business Associate agrees to report to the covered entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
 - iii. This Business Associate Agreement may be terminated if the covered entity determines that the business associate has materially breached the agreement.
 - iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the covered entity's compliance with HIPAA.
 - v. This agreement continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
 - vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. Parts 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (A) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (B) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (C) Report to the Provider any security incident of which it becomes aware.
 - vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this Addendum and the Agreement and further agrees that it shall only transmit or permit such access if such information is

secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this Addendum, “encrypted” shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate “key” can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.

- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.
- c. At the request of the Covered Entity, the Business Associate agrees to amend this agreement to comply with all HIPAA mandates.

5. Sanctions

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

6. Obligations of the Covered Entity

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

accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. *That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;*
- b. *That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;*
- c. *That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;*
- d. *That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;*
- e. *That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;*

- f. ***That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;***
- 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 Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The Protected Health Information shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the Protected Health Information, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee. The requirement to return Protected Health Information to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a covered entity under HIPAA. Where a business associate is also a covered entity, Protected Health Information provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
- i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible.

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

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and conditions if applicable*] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any form.
- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or

the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, , or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract; to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its

workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.

- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

Attention: _____

Fax: _____

If to the Covered Entity, to

Child and Family Services Agency
Privacy Officer, 400 6th Street, S.W.
Suite 5023, Washington, D.C. 20024

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 4 k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then

- either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachments:

Exhibit A *Identity and Procedure Verification*

Section J: LIST OF ATTACHMENTS

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

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007) available at www.ocp.dc.gov click on "Solicitation Attachments"
J.2	U.S. Department of Labor Wage Determination No. 205-2103, Revision No.10 dated 6/15/10
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
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
J.7	Tax Certification Affidavit
J.8	Cost/Price Certification and Data Package available at www.ocp.dc.gov click on "Solicitation Attachments"

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF BIDDERS

K.1 TYPE OF BUSINESS ORGANIZATION

K.1.1 The bidder, by checking the applicable line, represents that

(a) It operates as:

- a corporation incorporated under the laws of the state of _____
- an individual,
- a partnership,
- a nonprofit organization, or
- a joint venture.

(b) If the bidder is a foreign entity, it operates as:

- an individual,
- a joint venture, or
- a corporation registered for business in _____
(Country)

K.2 CERTIFICATION AS TO COMPLIANCE WITH EQUAL OPPORTUNITY OBLIGATIONS

Mayor's Order 85-85, "Compliance with Equal Opportunity Obligations in Contracts", dated June 10, 1985 and the Office of Human Rights' regulations, Chapter 11, "Equal Employment Opportunity Requirements in Contracts", promulgated August 15, 1986 (4 DCMR Chapter 11, 33 DCR 4952) are included as a part of this solicitation and require the following certification for contracts subject to the order. Failure to complete the certification may result in rejection of the bidder for a contract subject to the order. I hereby certify that I am fully aware of the content of the Mayor's Order 85-85 and the Office of Human Rights' regulations, Chapter 11, and agree to comply with them in performance of this contract.

Bidder _____ Date _____

Name _____ Title _____

Signature _____

Bidder ____ has ____ has not participated in a previous contract or subcontract subject to the Mayor's Order 85-85. Bidder ____ has ____ has not filed all required compliance reports, and representations indicating submission of required reports signed by proposed sub-bidders. (The above representations need not be submitted in connection with contracts or subcontracts which are exempt from the Mayor's Order.)

K.3 BUY AMERICAN CERTIFICATION

The bidder hereby certifies that each end product, except the end products listed below, is a domestic end product (as defined in Paragraph 23 of the SCP, “Buy American Act”), and that components of unknown origin are considered to have been mined, produced, or manufactured outside the United States.

_____ EXCLUDED END PRODUCTS
_____ COUNTRY OF ORIGIN

K.4 DISTRICT EMPLOYEES NOT TO BENEFIT CERTIFICATION

Each bidder shall check one of the following:

_____ No person listed in clause 13 of the SCP (Attachment J.1), “District Employees Not To Benefit” will benefit from this contract.

_____ The following person(s) listed in clause 13 of the SCP (Attachment J.1) may benefit from this contract. For each person listed, attach the affidavit required by clause 13

K.5 CERTIFICATION OF INDEPENDENT PRICE DETERMINATION

(a) Each signature of the bidder is considered to be a certification by the signatory that:

- 1) The prices in this contract have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any bidder or competitor relating to:
 - (i) those prices
 - (ii) the intention to submit a contract, or
 - (iii) the methods or factors used to calculate the prices in the contract.
- 2) The prices in this contract have not been and will not be knowingly disclosed by the bidder, directly or indirectly, to any other bidder or competitor before contract opening unless otherwise required by law; and
- 3) No attempt has been made or will be made by the bidder to induce any other concern to submit or not to submit a contract for the purpose of restricting competition.

(b) Each signature on the bid is considered to be a certification by the signatory that the signatory:

- 1) Is the person in the bidder's organization responsible for determining the prices being offered in this contract, and that the signatory has not participated and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above; or
- 2) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) 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 organization);

- (i) As an authorized agent, does certify that the principals named in subdivision (b)(2) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and
 - (ii) As an agent, has not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.
- (c) If the bidder deletes or modifies subparagraph (a)(2) above, the bidder must furnish with its bid a signed statement setting forth in detail the circumstances of the disclosure.

K.6 TAX CERTIFICATION

Each bidder must submit with its bid, a sworn Tax Certification Affidavit, incorporated herein as Attachment J.7.

K.7 CERTIFICATION OF ELIGIBILITY

The bidder's signature shall be considered a certification by the signatory that the bidder, or any person associated therewith in the capacity of owner, partner, director, officer, principal, or any position involving the administration of funds:

- A. is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility under any federal, District or state statutes;
- B. has not been suspended, debarred, voluntarily excluded or determined ineligible by any federal, District or state agency within the past three (3) years;
- C. does not have a proposed debarment pending; and
- D. has not been indicted, convicted, or had a civil judgment rendered against it or them by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three (3) years.

Indicate below any exception to your certification of eligibility and to whom it applies, their position in the bidder's organization, the initiating agency, and dates of action. Exceptions will not necessarily result in denial of award, but will be considered in determining responsibility of the bidder. Providing false information may result in criminal prosecution or administrative sanctions.

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO BIDDERS

L.1 METHOD OF AWARD

- L.1.1 The District reserves the right to accept/reject any/all bids resulting from this solicitation. The Contracting Officer may reject all bids or waive any minor informality or irregularity in bids received whenever it is determined that such action is in the best interest of the District.
- L.1.2 The District intends to award multiple contracts resulting from this solicitation to the responsive and responsible bidder who has the lowest bid.

L.2 PRE-BID CONFERENCE

- L.2.1 A pre-bid conference will be held from **10:00am - 12:00 Noon on Wednesday, June 29, 2011 in conference room at 955 L'Enfant Plaza SW, North Building, Fifth Floor, Suite 5200, Washington, DC 20024**. Prospective Bidders 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 Bidders on the solicitation document as well as to clarify the contents of the solicitation. Attending Bidders must complete the pre-bid conference Attendance Roster at the conference so that their attendance can be properly recorded.
- L.2.2 Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-bid conference are only intended for general discussion and do not represent the CFSA's final position. All oral questions must be submitted in writing following the close of the pre-bid conference but no later than five working days after the pre-bid conference in order to generate an official answer. Official answers will be provided in writing to all prospective Bidders who are listed on the official Bidders' list as having received a copy of the solicitation. Answers will be posted on the CFSA website at www.cfsa.dc.gov, under *Business Opportunities*.

L.3 PREPARATION AND SUBMISSION OF BIDS

- L.3.1 Bidders shall submit a signed original and three (3) copies. The District will not accept a facsimile copy of a bid as an original bid. All items accepted by the District, all pages of the Invitation for Bids (IFB), all attachments and all documents containing the bidder's offer shall constitute the formal contract. **Each bid shall be submitted as specified in Section A.3 in a sealed envelope conspicuously marked: "Bid in Response to Solicitation No. CFSA-11-I-0001"**.
- L.3.2 The original bid shall govern if there is a variance between the original bid and the copy submitted by the bidder. Each bidder shall return the complete solicitation as its bid.
- L.3.3 The District may reject as non-responsive any bid that fails to conform in any material respect to the IFB.

L.3.4 The District may also reject as non-responsive any bids submitted on forms not included in or required by the solicitation. Bidders shall make no changes to the requirements set forth in the solicitation.

L.3.5 The bidder must bid on all applicable CLINs to be considered for this award. Failure to bid on all applicable CLINs in section B.4 will render the bid non-responsive and disqualify a bid.

L.4 FAMILIARIZATION WITH CONDITIONS

Bidders 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. Bidders 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.5 BID SUBMISSION DATE AND TIME

Bids must be submitted no later than 2:00 p.m. local time on July 21, 2011 as specified in Section A.9.

L.6 WITHDRAWAL OR MODIFICATION OF BIDS

A bidder may modify or withdraw its bid upon written, telegraphic notice, or facsimile transmission if received at the location designated in the solicitation for submission of bids, but not later than the exact time set for opening of bids.

L.7 LATE SUBMISSIONS, LATE MODIFICATIONS, AND LATE WITHDRAWALS

L.7.1 Bids, modifications to bids, 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 bid or modification was sent by registered or certified mail no later than the fifth (5th) day before the date specified for receipt of bids; or
- b. The bid 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 after receipt.

L.7.2 Postmarks

The only acceptable evidence to establish the date of a late bid, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service

postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the bid, modification or withdrawal shall be deemed to have been mailed late. When the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the bid shall be considered late unless the bidder can furnish evidence from the postal authorities of timely mailing.

L.7.3 Late Submissions

A late bid, late request for modification or late request for withdrawal shall not be considered, except as provided in this section.

L.7.4 Late Modifications

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

L.7.5 Late Bids

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

L.8 HAND DELIVERY OR MAILING OF BIDS

Bidders must deliver or mail their bids to the address in Section A.8 of the cover page.

L.9 ERRORS IN BIDS

Bidders are expected to read and understand fully all information and requirements contained in the solicitation; failure to do so will be at the bidder's risk. In event of a discrepancy between the unit price and the total price, the unit price shall govern.

L.10 QUESTIONS ABOUT THE SOLICITATION

If a prospective bidder has any questions relative to this solicitation, the prospective bidder shall submit the questions in writing to the CO. The prospective bidder shall submit questions no later than 14 calendar days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than 14 calendar days before the date set for submission of bids. The District will furnish responses promptly to all prospective bidders. An amendment to the solicitation will be issued, if that information is necessary in submitting bids, or if the lack of it would be prejudicial to any prospective bidders. Oral explanations or instructions given before the award of the contract will not be binding.

L.11 FAILURE TO SUBMIT BIDS

Recipients of this solicitation not responding with a bid should not return this solicitation. Instead, they should advise the CO, Tara Sigamoni, by letter or postcard whether they want to receive future solicitations for similar requirements. It is also requested that such recipients advise the Contracting Officer, Child and Family Services Agency of the reason for not submitting a bid in response to this solicitation. If a recipient does not submit a bid and does not notify the CO, Child and Family Services Agency, that future solicitations are desired, the recipient's name may be removed from the applicable mailing list.

L.12 BID PROTESTS

Any actual or prospective bidder 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 prior to bid opening or the time set for receipt of initial bids shall be filed with the Board prior to bid opening or the time set for receipt of initial bids. In procurements in which bids are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into this solicitation, must be protested no later than the next closing time for receipt of bids following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 441 4th Street, N.W., Suite N350, Washington, D.C. 20001. The aggrieved person shall also mail a copy of the protest to the Contracting Officer.

L.13 SIGNING OF BIDS

L.13.1 The bidder shall sign the bid and print or type its name on the Solicitation, Offer and Award form of this solicitation. Each bid must show a full business address and telephone number of the bidder and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the bid. Bids signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

L.13.2 All correspondence concerning the bid or resulting contract will be mailed to the address shown on the bid in the absence of written instructions from the bidder or contractor to the contrary. Any bid submitted by a partnership must be signed with the partnership name by a general partner with authority to bind the partnership. Any bid submitted by a corporation must be signed with the name of the corporation followed by the signature and title of the person having authority to sign for the corporation. Bidders shall complete and sign all Representations, Certifications and Acknowledgments as appropriate. Failure to do so may result in a bid rejection.

L.14 ACKNOWLEDGMENT OF AMENDMENTS

The bidder shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; (b) by identifying the amendment number and date in the space provided for this purpose in Section A, Solicitation, Offer and Award form; or (c) by letter,

telegram or e-mail from an authorized representative. The District must receive the acknowledgment by the date and time specified for receipt of bids. A bidder's failure to acknowledge an amendment may result in rejection of its bid.

L.15 BIDS WITH OPTION YEARS

The bidder shall include option year prices in its bid. A bid may be determined to be nonresponsive if it does not include option year pricing.

L.16 LEGAL STATUS OF BIDDER

Each bid must provide the following information:

L.16.1 Name, address, telephone number and federal tax identification number of bidder;

L.16.2 A copy of each District of Columbia license, registration or certification that the bidder is required by law to obtain. This mandate also requires the bidder to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the bidder is required by law to make such certification. If the bidder 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 bid shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.16.3 If the bidder 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.17 BID OPENING

The District shall publicly open bids submitted in response to this IFB. The District shall read aloud or otherwise make available the name of each bidder, the bid price, and other information that is deemed appropriate.

L.18 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
Contracts and Procurement Administrator
Agency Chief Contracting Officer
Child and Family Services Agency
955 L'Enfant Plaza, S.W., North Building Suite 5200
Washington, D.C. 20024
(202) 724-5300
(202) 727-5883 (fax)

L.19 GENERAL STANDARDS OF RESPONSIBILITY

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

- L.19.1** Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.
- L.19.2** Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.
- L.19.3** Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.
- L.19.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.19.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.19.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.19.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.19.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M: EVALUATION FACTORS

M.1. Preferences for Certified Business Enterprises

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

M.1.1. Application of Preferences

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

- M.1.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive a three percent (3%) reduction in the bid price for a bid submitted by the SBE in response to this Invitation for Bids (IFB).
- M.1.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the ROB in response to this IFB.
- M.1.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive a five percent (5%) reduction in the bid price for a bid submitted by the LRB in response to this IFB.
- M.1.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LBE in response to this IFB.
- M.1.1.5** Any prime contractor that is a local business enterprise with its principal offices located in an enterprise zone (DZE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DZE in response to this IFB.
- M.1.1.6** Any prime contractor that is a disadvantaged business enterprise (DBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the DBE in response to this IFB.
- M.1.1.7** Any prime contractor that is a veteran-owned business (VOB) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the VOB in response to this IFB.

M.1.1.8 Any prime contractor that is a local manufacturing business enterprise (LMBE) certified by DSLBD will receive a two percent (2%) reduction in the bid price for a bid submitted by the LMBE in response to this IFB.

M.1.2 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 twelve per cent (12%) for bids submitted in response to this IFB. There will be no preference awarded for subcontracting by the prime contractor with certified business enterprises.

M.1.3 Preferences for Certified Joint Ventures

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

M.1.4 Verification of Bidder's Certification as a Certified Business Enterprise

M.1.4.1 Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its bid. The CO will verify the bidder's certification with DSLBD, and the bidder should not submit with its bid any documentation regarding its certification as a certified business enterprise.

M.1.4.2 Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.1.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.2 EVALUATION OF OPTION YEARS

The District will evaluate bids 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.