



Government of the District of Columbia

REQUEST FOR QUALIFICATION (RFQ)						PAGE 1	OF PAGES 84
1. RFQ NUMBER DRAFT		2. REQUISITION/PURCHASE REQUEST NO.		3. DATE OF AWARD			
4. ISSUED BY Office of Contracting & Procurement (OCP) 441 4th Street, NW, Suite 300N Washington DC 20001 Contact: Natasha Onochie E-mail: Natasha.Onochie@dc.gov		5. ADMINISTERED BY (If other than Item No. 4): TBD					
6. NAME AND ADDRESS OF PROVIDER (No. street, county, state and ZIP Code)							
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: TBD				8. DISTRICT SHALL SEND ALL PAYMENTS TO:			
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST							
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT	
CLINS							
				GRAND TOTAL (BASE PERIOD):			
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION							
11. PERIOD OF HUMAN CARE AGREEMENT							
<i>Starting Date:</i>							
HUMAN CARE AGREEMENT SIGNATURES							
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 6 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Human Care Agreement Officer of the Issuing Office stated in Item No. 18 of page 1 of this document. The Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) OCP Standard Contract Provision dated July 2010 ; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.							
12. FOR THE PROVIDER/PROVIDER The responses to this solicitation shall be valid for 180 days				13. FOR THE DISTRICT OF COLUMBIA			
A. Name and Title of Signer (Type) Name: Title:				A. Name of Contracting Officer (Type) Steven H. Wishod			
B. Signature of PROVIDER/PROVIDER, or representative:		C. Date:	B. Signature of Contracting Officer:		C. Date:		

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

- B.1** The Government of the District of Columbia, Office of Neighborhood Safety and Engagement (“the District” or “ONSE”) is seeking a Contractor to provide violence intervention services and supports in various communities. The goal of the ONSE Violence Intervention Initiative is to reduce the instances and likelihood of highest risk individuals in highest risk communities being involved in gun violence. The aim is to increase public safety, increase community cohesion, develop protocols and strategies to combat gun violence and connect the most valuable partners in collective anti-gun violence efforts. Case Management is a key component to the movement of individuals through Stages of Readiness and lifestyles of safety and success.
- B.2** The District contemplates award of multiple Human Care Agreements (HCAs) to qualified Providers resulting from this Request for Qualification (RFQ), in accordance with the Human Care Agreement Amendment Act of 2000, as amended.
- B.3** A Human Care Agreement is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement by written authorization(s).
- B.4** The Provider shall not provide any services under this agreement until a purchase order with sufficient funding to cover the cost of the requested services has been issued.
- B.5** Delivery or performance shall be made only as authorized by Task Orders issued. The Provider shall furnish to the District, when and if ordered, the services specified in Schedule B.
- B.6** There is no limit on the number of Task Orders that may be issued. The District may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.
- B.7** This Human Care Agreement is based on fixed-unit rates.
- B.8** The Offeror shall deliver services in accordance with the description of services.
- B.9** Pricing Schedule
- B.9.1 Pricing Schedule for Base Year

CLIN	DESCRIPTION	AMOUNT
0001	<i>Violence Intervention Services</i>	
0002	<i>Administrative Costs</i>	
0002A	<i>On-Boarding Costs (Not-to-</i>	

	<i>Exceed \$50,000)</i>	
0003	<i>Key Personnel/Staff</i>	
0004	<i>Flex Funds</i>	
TOTAL		

B.9.2 Pricing Schedule for Option Year One

CLIN	DESCRIPTION	AMOUNT
1001	<i>Violence Intervention Services</i>	
1002	<i>Administrative Costs</i>	
1002A	<i>On-Boarding Costs (Not-to-Exceed \$50,000)</i>	
1003	<i>Key Personnel/Staff</i>	
1004	<i>Flex Funds</i>	
TOTAL		

B.9.3 Pricing Schedule for Option Year Two

CLIN	DESCRIPTION	AMOUNT
2001	<i>Violence Intervention Services</i>	
2002	<i>Administrative Costs</i>	
2002A	<i>On-Boarding Costs (Not-to-Exceed \$50,000)</i>	
2003	<i>Key Personnel/Staff</i>	
2004	<i>Flex Funds</i>	
TOTAL		

B.9.4 Pricing Schedule for Option Year Three

CLIN	DESCRIPTION	AMOUNT
3001	<i>Violence Intervention Services</i>	
3002	<i>Administrative Costs</i>	
3002A	<i>On-Boarding Costs (Not-to-Exceed \$50,000)</i>	

3003	<i>Key Personnel/Staff</i>	
3004	<i>Flex Funds</i>	
TOTAL		

B.9.5 Pricing Schedule for Option Year Four

CLIN	DESCRIPTION	AMOUNT
4001	<i>Violence Intervention Services</i>	
4002	<i>Administrative Costs</i>	
4002A	<i>On-Boarding Costs (Not-to-Exceed \$50,000)</i>	
4003	<i>Key Personnel/Staff</i>	
4004	<i>Flex Funds</i>	
TOTAL		

B.10

CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

- a) Any contract in excess of \$1,000,000 in a 12-month period shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer (“CO”).
- b) The Provider shall notify the CO, in writing, whenever it has reason to believe that the total cost for the performance of the HCA will exceed the amount referenced above.

SECTION C: DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE

C.1.1 The District is seeking to obtain violence intervention services that significantly reduce violence in the District of Columbia by:

- cultivating relationships with individuals and families who are at the highest risk of participating in or being victims of violence;
- disrupting cycles of violence in high-risk individuals and families by facilitating connection to supports and aiding in the successful completion of services needed to meet personal goals and objectives;
- establishing a strong presence in communities that have experienced high levels of violence;
- building partnerships with community members, District agencies, community-based organizations, and businesses to prevent violence and increase community efficacy;
- intercepting and interrupting potential, escalation, and retaliatory violence, leading to a decrease in violence as a result; and
- Connecting individuals and families to critical services, resources and opportunities.

Measures to be used by the District in assessing success will include:

- decrease in homicides, shootings and stabbings that occur in communities served;
- positive movement of high-risk individuals through the stages of readiness;
- enrollment of high-risk individuals and families in supports and the successful completion of services needed to disrupt cycles of violence and meet personal goals and objectives;
- number of ceasefires, mediations, retreats or other peacemaking events that lead to a decrease or elimination of conflict and violence as evidenced by a reduction of violence in communities served;
- a minimum of ten community partnerships formed, violence prevention strategies developed as a result of the partnerships, and the impact of strategies on the reduction of violence;
- number of community events or activities Contractors host/participate in and relationships developed as a result;
- number of community members who partner in violence intervention efforts; and
- Contract monitoring scores that are at or above designated benchmarks for success.

The goal of ONSSE Violence Intervention Initiative is to reduce the instances and likelihood of highest risk individuals in highest risk communities being involved in gun violence. The aim of Violence Intervention Initiative is to increase public safety, increase community

cohesion, develop protocols and strategies to combat gun violence and connect the most valuable partners in collective anti-gun violence efforts. Case Management is a key component to the movement of individuals through Stages of Readiness and lifestyles of safety and success.

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	Legislation	Neighborhood Engagement Achieve Results (NEAR) Act, D.C. 21-0125	February 2, 2016

C.3 DEFINITIONS:

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

- **Outcome Plan:** plans designed to identify personal development goals high risk individuals will work towards in their quest to break cycles of violence.
- **Ceasefire:** a short-term postponement of violence that allows for mediation attempts with parties who are engaged in conflict that has caused violence.
- **Client:** a person or a family receiving services.
- **Critical Incident:** a homicide, shooting, stabbing, or other incident (such as robbery or assault) that has a likelihood of leading to retaliatory violence.
- **Flex Funds:** monies allocated to individuals and families served under the Violence Intervention Initiative to allow for payment of certain goods and services. These goods and services include, but are not limited to supports, items and activities that cover basic needs and personal development when emergency assistance is required (i.e. clothing, groceries). Flexible funding purchases are intended for those wraparound services that:
 - are not available or cannot be accessed within another public service agency continuum
 - are not readily available without cost to the Partner or ONSI
 - requires an expedited procurement mechanism due to an urgent or emergency situation
- **Mediation:** the ability to bring individuals or influential members of groups together who are in conflict with one another with the specific goal of resolving a dispute or issue that will ultimately lead to violence.

- **Neighborhood Plan:** service plans developed for each priority community that tailors violence intervention strategies to build upon neighborhood strengths and meet the specific needs of the identified community.
- **Observed Incident:** An incident that directly observed or experienced by the individual completing the report.
- **Placed-based Services:** personal development, family focused, and neighborhood healing supports, and programs provided in an identified community and tailored to meet the specific needs of its residents.
- **Priority Community:** a District of Columbia community chosen to receive violence intervention services because of its history of being heavily impacted by violent crime.
- **Public Sector Accounting:** an accounting method applied to non-profit pursuing entities that helps to ascertain the legitimacy of transactions and their compliance with related laws utilizing established regulations and fiscal guidelines.
- **Reported Incident:** An incident that is reported by a 3rd party as a form of notice but was not directly encountered by the individual completing the report.
- **Staff:** contractor and sub-contractor personnel who are employed under the violence intervention initiative contract.
- **High Risk Individuals/Tiered Individuals:** priority community members most at risk of engaging in or being victims of violence.
- **Triage Meeting:** a meeting to debrief a critical incident, discuss known information about the incident, and formulate and implement a plan to curtail further acts of violence or retaliatory responses.
- **Victim of Violence:** a person exposed to physical attacks and deprivation. It is important to note that perpetrators can also be victims of violence.
- **Violence Interception:** the act of receiving information regarding an impending violent or volatile situation and the use of relationship and information to move forward with interruption.
- **Violence Interruption:** the ability to connect to communities, build trust and communicate with potential victims of violence, active/known aggressors, and those most at risk of igniting violent activity with violence stoppage as the goal; the ability to engage those most at risk of violence in ceasefires, mediations, and dialogue regarding changes in mindset about violence as an option for conflict resolution; linking high risk individuals to resources that lessen criminogenic activity.

C.4 BACKGROUND

The mission of ONSE is to foster a community-oriented model to violence prevention and public safety by employing a strategy rooted in public health and recognizing that crime reduction is not accomplished through law enforcement alone. The ONSE Pathways Program seeks to serve individuals, ages 20-35, who have been determined to be at high risk of participating in or being victims of violent crimes, and who are in need of immediate wrap-around services including case management and transformative mentoring, mental or behavioral health counseling, and connections to education and employment opportunities.

The mission of the DC Office of Neighborhood Safety and Engagement (ONSE) is to build a community-oriented model for violence prevention and public safety. The ONSE employs a strategy rooted in public health, recognizing that crime reduction is not accomplished through law enforcement alone. The ONSE programs consolidate violence prevention efforts across agencies in an effort to create a comprehensive violence prevention strategy throughout the District.

In addition to serving as coordinator for citywide prevention efforts, the ONSE is responsible for playing an “on the ground” role in deterring violent activity in local communities, while serving individuals and families affected by violence. This work is accomplished primarily through four (4) initiatives - Safer Stronger DC, the Community Stabilization Program, Pathways, and Violence Intervention.

The other programs, for context, are:

- The Pathways Program- an initiative of ONSE that allows the office to identify, recruit and engage individuals and families determined to be at high risk of participating in or being a victim of violent crime. Once identified, ONSE works relentlessly to engage them in programs that provide immediate wrap-around services, mental or behavioral health counseling, and connections to education and employment opportunities.
- The School Based Initiative – a partnership with local schools to integrate community supports and services into the school setting to address the social, economic, health and emotional/behavioral challenges that may impact students’ success and produce violence.
- The Family and Survivor Support Program- a program that wraps around victims and families of victims of violent crimes. The support protocol is activated when there has been a homicide or violent incident in select police service areas. Once key information is received about those involved in the incident, the support team meets with the victims and/or families to develop and implement services designed to address immediate and long-term needs.

C.5 REQUIREMENTS

C.5.1 MINIMUM REQUIREMENTS

- C.5.1.1** The Contractor must always maintain two (2) solely dedicated Violence Intervention Specialists per Community; At least one (1) Violence Intervention Specialist must be full-time.

- C.5.1.2** The Contractor must maintain at least one (1) Community navigator and one (1) Case Manager per Ward. (In the event that the population of a single Ward will exceed the 10:1 ratio, an additional Case Manager will need to be on boarded to support individual needs).
- C.5.1.3** The Contractor shall cultivate relationships with community members and community partners, with the intention of helping high risk individuals and families disrupt cycles of violence.
- C.5.1.4** The Contractor shall develop, in partnership with ONSE and high-risk individuals, plans for each high-risk individual that identifies violence intervention strategies tailored to build upon individual strengths and address specific needs and safety priorities.
- C.5.1.5** The Contractor shall participate in community events and activities and engage all priority communities as scheduled by Violence Intervention Contractor or ONSE.
- C.5.1.6** The Contractor shall support the facilitation of peacemaking efforts including, but not limited to ceasefires, mediations, and retreats – at least one (1) retreat per priority community.
- C.5.1.7** The Contractor shall enroll individuals and families in services and supports and track progress monthly via the Outcome Plan.
- C.5.1.8** The Contractor shall meet with Violence Intervention Contractor to triage all critical incidents in the assigned priority communities.
- C.5.1.9** The Contractor shall assign a dedicated staff person to attend Critical Response calls as scheduled by ONSE for priority communities.
- C.5.1.10** The Contractor shall provide notice to the ONSE VI Program Manager of any critical incidents involving tiered individuals within four (4) hours of notice of the incident.
- C.5.1.11** The Contractor shall complete and submit any critical incident reports within forty-eight (48) hours after occurrence.
- C.5.1.12** The Contractor shall attend any weekly violence intervention meetings coordinated by ONSE.
- C.5.1.13** The Contractor shall Establish and maintain a minimum of ten (10) partnerships within each priority community
- C.5.1.14** The Contractor shall attend daily 9:30am VI check-in meeting; in the event of a weekend incident, provider will attend the 9:30am VI check-in the next calendar day; attend all weekly violence intervention meetings coordinated by ONSE; and attend ANC meetings at least once a month in all priority communities.
- C.5.1.15** The Contractor shall submit weekly and monthly reports to ONSE in accordance with the timeline set forth in Section F – Deliverables. Annual reports are due to the ONSE Program Manager no later than September 30th of each fiscal year.

C.5.2 STAFFING

The Contractor shall always maintain the required compliment of staff for the Violence Intervention contract. In the event a staff member vacates a position under a ONSE Violence Intervention Contract, the contractor must notify ONSE within 24 hours of the position being vacated. Contractor must fill all vacant position within thirty (30) business days of availability.

C.5.2.1 The Contractor shall ensure that the staff assigned for the designated role to provide Violence Intervention services adheres to the responsibilities and duties of the role. Contractor staff will not be allowed to fulfill more than one role at a time for the Violence Intervention services.

C.5.2.3 The Contractor shall submit a copy of the staff roster every month on the 10th of the month, attached to the invoicing package. If the 10th falls on a holiday, the roster will be due by the next business day of the month.

C.5.3 The Contractor shall maintain the following Contract Staff Structure:

C.5.3.1 Violence Intervention Manager – Full-time; 40hrs/wk.

- a. **Functional Responsibility:** The Violence Intervention Manager (VIM) will be responsible for the management and administration of the program, the supervision of staff dedicated to the Violence Intervention Program, coordination of contract work assigned to sub-contractors and completion of the Neighborhood Plans. He/she will coordinate all program activities, staff trainings and professional development opportunities. In addition, he/she will ensure that the Contractor's internal policies and protocols are followed, including, but not limited to those that govern engagement of high-risk individuals, the building of partnerships, the entrance of data and notes in the database system, and the disbursement of flex funds. The VIM will be responsible for communicating with ONSE regarding program operations, assignment of workers, the management of critical incident responses, and the scheduling of triage meetings and hospital visits. The Violence Intervention Manager must meet with Violence Interrupters and the Case Management Program Coordinator (CMPC) at least once per week to conduct supervision and provide coaching, strategies and solutions for prevention and intervention. The VIM will also be responsible for visiting communities to support VI presence at least eight (8) hours per week.
- b. **Minimum Qualifications:** Candidate must have related experience working with complex communities affected by poverty, trauma, and violence and must have great knowledge of policies and protocols that govern violence interruption, ceasefires, and mediations. As demonstrated by a minimum of 3 years' experience in the provision of violence intervention programs and/or services.

C.5.3.2 Violence Intervention Specialist – Full-time; 40hrs/wk.

The Contractor shall identify, onboard and assign at least one Lead Violence Interrupter who can serve as a peer coach, community floater, VI trainer and point of contact for the contractor.

- a. **Functional Responsibility:** The Violence Intervention Specialist (VIS) will be responsible for building positive relationships with priority community members, serving as a mentor to high risk individuals, staying abreast of community and interpersonal conflicts that have the potential to escalate to violence, developing partnerships with community organizations to implement violence intervention strategies, attending and facilitating neighborhood meetings, events and activities, facilitating ceasefires and mediations, and responding to critical incidents. The VIS is also responsible for completing all administrative tasks associated with the project. He/she will dedicate 30 hours per week to engaging high risk individuals (Tiers); working specifically towards goals outlined in individual Outcome Plans. The VIS is responsible for documenting individual outcomes based on the Outcome Plan goals. Violence Intervention Specialists will dedicate 10 hours per week to engaging community partners, ceasefire and mediation efforts, attending events, and training & meetings.
- b. **Minimum Qualifications:** Candidate must have related experience working with complex communities affected by poverty, trauma, and violence and must have great knowledge of policies and protocols that govern violence interruption, ceasefires, and mediations.

C.5.3.3 Community Navigator – Part-time as needed. *Community Navigators are paid on a stipend basis. A community navigator should be paid per person, per activity for support of a critical need, service, or mediation for Violence Interrupters.*

- a. **Functional Responsibility:** The Community Navigator (CN) Navigators are neighborhood residents or stakeholders who are invested in the safety and well-being of their communities. Navigators are not staff but are paid stipends to support the Contractor’s ability to build relationships and broker peace. Community Navigators are required on an as needed basis and should have the ability to float and engage in more than 1 community. In the event a particular community is need of additional staff support, navigators are to be assigned as additional coverage.

C.5.3.4 Administrative Personnel – Part-time; 15-20hrs/wk.

- a. **Functional Responsibility:** The Administrative support will provide oversight for data entry and fiscal management. Administrative support will be responsible for oversight management and submission of all financial documents and requirements for the contractor. He/she will be responsible for tracking and reporting on critical goals, outcomes, and data related information for the contractor. Data support will assure that all documentation is accurately submitted into ONSE data system by all staff. The Data support will collaborate with ONSE Data Analyst to review, debrief, and develop strategies based on data.
- b. **Minimum Qualifications:** Administrative Candidate shall have at least 2 years of experience with budgeting, invoicing, spend down plans and fiscal administrative duties. Data support must have at least 3 years’ experience with data oversight, data systems and data management.

C.5.4 Staff Schedules

C.5.4.1 Staff schedules are due to the ONSSE Program Manager by COB Thursday of every week.

The staffing schedule will reflect which Case Managers are scheduled to meet or work with specific tiered individuals, as well as the associated neighborhood between 9:00am and 9:00pm each day. The staff schedule covers Friday - Thursday.

Coverage: Violence Intervention Specialists are expected to visit their priority communities every working day. During the hours identified on the weekly schedule, a VI should perform one or more of the following duties:

- Direct contact with Tiered individual to provide support with resource or service connection, crisis management, safety planning, safety assessment, and progress towards and Outcome Plan
- Direct contact with a collateral contact to provide support with resource or service connection, crisis management, safety planning, safety assessment, neighborhood planning and progress towards and Outcome Plan on behalf of the tiered individual or family
 - **Collateral Contact:** Collateral contact is any person directly connected to the tiered individual who has a direct impact on the day-to-day functioning or well-being of the tiered individual (i.e., domestic parents, professional references, probation officers, employers, parents, children, etc.)
- Engaging with community partners to develop strategies for or implement strategies for community resources, information, or safety
- Present in the assigned community, engaging with community members or partners to obtain or provide resources, information, crisis management, event planning, safety planning or neighborhood planning for the community or for tiered individuals
- Able to respond to a crisis or incident within 1 hour of notice. Response includes, but is not limited to: visiting the relevant community, visiting at-risk individual or individuals impacted by incident, identifying the victim and if possible, the aggressor, communicating and/or visiting with all tiered individuals to assess for safety, attentively listening for precipitating factors that led to the incident, gleaning the possibility of retaliation or additional violence, and gauging the community's response to the incident, identifying preliminary de-escalation strategies to incident

Staff weekly schedule:

Monday – Saturday: 9:00am – 9:00pm

During these hours, it is expected that at least one (1) VI is assigned for coverage in a particular community; any changes in the requirement must be approved by ONSSE VI Program Manager. ONSSE reserves the right to identify shifts and number staff per neighborhood based upon

Safe Passage: Contractor shall provide visible oversight and interruption strategies (as needed) for schools in their priority communities before (as applicable) and after school hours. Safe Passage service start and end dates will be identified by ONSSE VI Program

Manager and provided to contractor. Contractor is expected to adhere to schedule outlined by ONSE Program Manager. Contractor will provide a Safe Passage report every Thursday by COB when applicable.

Safe Passage dates & times:
Monday – Friday
TBD – TBD (2 VI's)

The frontline staff are not required to be scheduled on Sundays and are given one (1) additional day off throughout the week. However, staff is considered on-call to report to unexpected incidents after 11:00pm, 7-days a week. On-call expectations are to be followed in the event of an incident during on-call hours.

C.5.5 On Call

During working hours, VIs are expected to respond to incidents within 1 hour of notice. Response can include but is not limited to: phone conferences, visits to community, visits to hospital, visits to community members, video conferences, meetings with ONSE Staff, and meetings with internal contractor staff. Contractor is required to complete the following incident report protocol for on-call incidents:

During Working Hours:

- Incident occurs
- When alerted by Homeland Security and Emergency Management Agency of a critical incident in priority communities, the ONSE Program Manager will alert the Contractor of an event in their priority community via electronic and or telephone notice.
- In the event contractor is made aware of an incident prior to be notified by ONSE, the contractor must alert ONSE VI Program Manager of an incident in their priority community via electronic and or telephone notice
 - Either ONSE Program Manager or approved designee notifies contractor or contractor notifies ONSE of incident occurring-or-contractor notifies ONSE VI Program Manager or approved designee of incident occurring
 - The Contractor shall respond with receipt of notice within one (1) hour of the Program Manager sending incident alert; the contractor must make attempt to or successfully connect with tiered individuals to assess for safety within two (2) hours of notice. The contractor must attempt to or make connection with individuals impacted by the incident within two (2) hours of notice.
- The Contractor must submit a preliminary written and/or verbal report to ONSE Program Manager within four (4) hours of notification of the incident via Incident Report form in ONSE database.
 - Contractor will prove notice to ONSE VI Program Manager via email of completion of evening summary within 1 hour of completion
- The Contractor must submit an evening summary by 8:00pm every business day; information should be entered into the Incident Report form in ONSE database.

- Contractor will provide notice to ONSE VI Program Manager via email of completion of evening summary within 1-hour of completion
- The Contractor must provide a morning summary by 8:00am every business day; information should be entered into the incident report
- ONSE and contractor hold 9:30am call the day after the incident occurred to provide general report.

After Working Hours:

- Incident occurs
- When alerted by Homeland Security and Emergency Management Agency of a critical incident in priority communities, the ONSE Program Manager will alert the Contractor of an event in their priority community via electronic and or telephone notice.
- In the event contractor is made aware of an incident prior to be notified by ONSE, the contractor must alert ONSE VI Program Manager of an incident in their priority community via electronic and or telephone notice
 - Either ONSE Program Manager or approved designee notifies contractor or contractor notifies ONSE of incident occurring-or-contractor notifies ONSE VI Program Manager or approved designee of incident occurring
 - The Contractor shall respond with receipt of notice within one (1) hour of the Program Manager sending incident alert; the contractor must make attempt to or successfully connect with tiered individuals to assess for safety within two (2) hours of notice. The contractor must attempt to or make connection with individuals impacted by the incident within two (2) hours of notice.
- Provide an evening summary by 8:00pm the day of the incident; information should be entered into the incident report
 - Contractor will provide notice to ONSE VI Program Manager via email of completion of evening summary
- Provide a morning summary by 8:00am the day after an incident occurred; information should be entered into the incident report
- ONSE and contractor hold 9:30am call the day after the incident occurred to provide general report

Weekends

- Incident occurs
- When alerted by Homeland Security and Emergency Management Agency of a critical incident in priority communities, the ONSE Program Manager will alert the Contractor of an event in their priority community via electronic and or telephone notice.
- In the event contractor is made aware of an incident prior to be notified by ONSE, the contractor must alert ONSE VI Program Manager of an incident in their priority community via electronic and or telephone notice
 - Either ONSE Program Manager or approved designee notifies contractor or contractor notifies ONSE of incident occurring-or-contractor notifies ONSE VI Program Manager or approved designee of incident occurring.

- The Contractor shall respond with receipt of notice within one (1) hour of the Program Manager sending incident alert; the contractor must make attempt to or successfully connect with tiered individuals to assess for safety within two (2) hours of notice. The contractor must attempt to or make connection with individuals impacted by the incident within two (2) hours of notice.
- If incident occurs before 8:00pm, The Contractor must submit a preliminary written and/or verbal report to ONSE Program Manager within four (4) hours of notification of the incident via Incident Report form in ONSE database.
 - Contractor will prove notice to ONSE VI Program Manager via email of completion of evening summary within 1 hour of completion
- Provide an evening summary by 8:00pm the day of the incident; information should be entered into the incident report
 - Contractor will prove notice to ONSE VI Program Manager via email of completion of evening summary
- Provide a morning summary by 8:00am the day after an incident occurred; information should be entered into the incident report.
- ONSE and contractor hold 9:30am call the day after the incident occurred
 - Incidents that occur between Friday 8pm and Saturday 8am will be discussed at 9:30am on Saturday morning
 - Incidents that occur between Saturday 8pm and Sunday 8am will be discussed at 9:30am on Sunday morning
 - Incidents that occur between Sunday 8pm and Monday 8am will be discussed at 9:30am on Monday morning

C.5.5.1 The Contractor's frontline staffing pattern shall include a minimum of the following:

- 2 Violence Intervention Specialists
- 1 Full-Time Violence Interrupter
- 1 Part-time Violence Interrupter
- 1/2 Case Manager FT

C.5.6. Community Engagement

C.5.6.1 The Contractor shall have the capacity to support Community Engagement effort of Violence Intervention Provider or ONSE.

C.5.6.2 Community Service & Resource Connection

Providers are responsible for introducing at least one sustaining/recurring resource or service in the community per fiscal year that meets one of the following community needs: (i.e., employment support, self-care services, educational services, community safety and vital records, etc.) (ex. food giveaway, health services, etc.). Providers are responsible for connecting with Summer Youth Employment and provide opportunities for youth resident enrollment and/or enrollment support

C.5.6.3 Community Partnerships

The Contractor's Program Manager or approved designee must develop and maintain a minimum of ten (10) partnerships with an array of community-based organizations, businesses, government agencies and faith-based institutions that address the root causes of trauma, violence and poverty in the assigned community.

The Contractor must meet with partners at least once per month to review the following:

- Community needs
- Community climate
- Community strategies to address and combat gun violence
- Community events or activities to address combat gun violence

C.5.6.3.1 Provider must complete community contact section of the Neighborhood Plan; Neighborhood Plan is due the 10th of every month in ONSE data system.

C.5.6.4 Community Meetings

C.5.6.4.1 The Contractor staff must attend any community meetings assigned by ONSE VI Program Manager, as needed. The Contractor's Program Manager or approved designee must attend all ANC, resident council, civic association, and safety meetings involving each priority community. To ensure that violence intervention staff is easily identifiable, ONSE Violence Interrupter uniforms and/or lanyards should be worn at every meeting by contractor staff. Monthly meeting summaries should be complete on the Neighborhood Plan; Neighborhood Plan document is due the 10th of every month in ONSE data system.

C.5.6.5 Neighborhood Planning

C.5.6.5.1 The Contractor must work with community partners and community residents to develop a Neighborhood Plan for every individual community; plans for each priority community must identify violence intervention strategies tailored to build upon community strengths, address specific needs and safety priorities, utilize neighborhood assets, and identify high risk individuals to be served, and determine place-based services to be offered.

- Neighborhood Plans are due the 10th of every month (or the next business day in the event of a holiday or weekend) in the ONSE data system
- Neighborhood Plans must have accurate and progressive information updated every month
- Mediation section must be updated fully every month and include any new strategies to address community conflicts
- As part of the neighborhood plan, the Contractor shall create asset maps for each community assigned that highlight community members, resident councils, organizations, government agencies, businesses and other establishments that have positive impacts on the health of that community and offer resources to neighborhood residents. In addition, the asset maps should identify gaps in resources.

- Once gaps are discovered, the Contractor must identify and implement supports and services to meet community needs

C.5.6.6 Community Events & Activities

C.5.6.6.1 The Contractor must implement at least one large scale event per quarter that introduces services, resources, information, opportunities, or safety event month/quarterly. Events must be recorded in the Events Report in ONSE data system. Events reports are due the 10th of the month in ONSE data system.

- **Large Scale Event:** Events that are planned for 50 or more individuals, includes promotion and preparation

C.5.6.6.2 To build community trust, the Contractor shall regularly attend and/or participate in neighborhood events, activities and programs including, but not limited to sporting events, recreational activities, recognition events, community meetings and restorative justice and healing circles that are planned by outside partners or community members. Attendance of community events must be logged in Event report; Event reports are due the 10th of the month in ONSE data system.

C.5.6.6.3 The contractor must identify any community events and activities occurring in their priority community; contractor must identify a point of contact for community events, safety plans for community events and assess the need for safety support at community events; contractor shall notify ONSE VI Program Manager about community events within 24-hours of receiving notification or at least 72 hours before the event occurring. Community events must be logged in events report; event reports are due the 10th of the month in ONSE data system.

C.5.6.6.4 Community Activities

Providers must conduct community canvassing at least once per month to educate on the Violence Intervention Initiative, hear safety concerns, provide initiative updates, share team members' contact information, assess for safety needs and provide information and resources to residents who are present in the community (including those residents present outdoors or those providers will engage door to door); community canvassing must be logged in Events report; events reports are due the 10th of the month in ONSE data system.

- **Community Canvassing:** Contractor assigns 3 or more staff to conduct walk-throughs in communities to provide supplies or services; provider must maintain a contact/sign-in sheet to identify number and/or demographic of individuals engaged by age group or resident name; number of individuals engaged must be entered into data system under events category of the events document

Providers are responsible for identifying and introducing and/or implementing recreational events and activities for youth residents for each priority community at least once per quarter. Youth-based events can occur inside or outside of the community.

Youth based events must be logged in Events report; events reports are due the 10th of the month in ONSE data system.

C.5.7 Tier Individual Engagement

In coordination with ONSE, the Contractor shall identify individuals in each priority community who are at highest risk of influencing or engaging in violence or being victims of violence at any point in time. High-risk individual should be formerly identified and referred to Case Management Provider. The Contractor is expected to refer at least 10 individuals per community to case management per fiscal year to the contracted Case Management Provider.

At any given time, each Violence Interrupter shall maintain a caseload of at least 4 and no more than 10 high-risk, tiered individuals. Maintaining a caseload is conducting daily, consistent outreach to a specific individual on an ongoing basis to work specifically on goals outlined in the Outcome Plan. Violence Interrupter must maintain a roster of tiered individuals on case load. Each assigned tiered individuals must have an initial Intake form and an updated Outcome Plan. Outcome Plans must be completed every month and submitted into ONSE database by the 10th of the month.

The Contractor's Violence Intervention Specialists must focus 30 hours per week of their time directly engaging high risk individuals (Tiers); 10 hours can be spent engaging collateral sources, identifying services, resources and opportunities, performing tasks on behalf of tiered individuals, attending community meetings and groups, and performing other tasks that directly contribute to the safety of tiered individuals or priority communities. The goal of direct engagement with Tiered individuals is based on building relationships and trust needed to 1) decrease the chances of victimization and further involvement in violence, 2) challenge thoughts and feelings that lead to destructive behaviors 3) process alternative conflict resolution strategies, 3) strengthen decision making skills, 4) identify personal goals, 5) link to Pathways or other supports and services needed to break the cycles of violence and 6) work toward plans identified Outcome Plan. To achieve results, Contractors shall utilize multiple strategies, including, but not limited to:

- Action steps to address goals of Outcome Plan
- consistent daily face-to-face interactions
- one-on-one conversations in which active listening and motivational interviewing are practiced
- the immediate offering of resources to meet critical needs of individuals and their families
- engagement of natural support systems and other community members who have influence over high-risk individuals
- recreational and educational activities inside and outside of priority communities (except for those that reinforce violence)
- weekly groups based on cognitive behavior therapy principles

- one day and multi-day small group retreats
- planned interactions where persons with similar lived experiences can be utilized as points of reference for the process of positive change
- Engaging collateral contacts connected to tiered individual
- Outcome tracking

C.5.7.1 The Contractor shall utilize the designated Stages of Readiness to track the progressive movement of high-risk individuals towards safety and effective decision making. Stages of Readiness will be updated by Case Management Provider on the Outcome Plan monthly.

C.5.7.2 As high-risk individuals reach the preparation stage of readiness, the Contractor shall partner with the tiered individual and work collectively with the Case Management Provider to contribute to Outcome Plans that identify personal development goals they will work towards. These plans will be monitored during bi-weekly case review meetings. Violence Interrupter must enter Outcome Plan updates by the 10th of the month in ONSE data system.

C.5.7.3 The Contractor must collaborate with the Case Management Provider to participate in internal case review practices and discuss the movement of high-risk individuals towards positive change, monitor the effectiveness of supports and services, and ensure that engagement strategies being used are impactful. Contractor must attend all meetings required by Case Management Provider and/or ONSE Program Manager to complete Case Management related tasks for tiered individuals.

C.5.7.4 The Contractor shall attend bi-weekly case reviews hosted by Case Management Provider and/or ONSE. Case Reviews include assessment of ambassador goals, progress with goals, movement through stages of readiness, effectiveness of supports and services, and impactful engagement strategies. VI Program Manager approved designee is required to attend case reviews.

C.5.8 Individual Enrollment in Supports and Services

C.5.8.1 The Contractor shall refer tiered individuals to assigned Case Management Provider to consistently work with high-risk individuals, their families and other community members in designated priority communities.

C.5.8.2 In the event of employment needs, Tiered individuals shall be introduced to at least one employment resource or opportunity per month; all attempts or successes at service and resource enrollment should be documented in Outcome Plan located in the data system.

C.5.8.3 In the event of housing needs, Tiered individuals shall be introduced to at least one housing resource or opportunity per month; all attempts or successes at service and resource enrollment should be documented in Outcome Plan located in the data system.

C.5.8.4 In the event of mental health needs, Tiered individuals shall be introduced to at least one self-care resource or opportunity per month; all attempts or successes at service and resource enrollment should be documented in Outcome Plan located in the data system.

- C.5.8.5**In the event of safety needs, contractor shall work with tiered individual to develop safety plans with follow-up strategic steps for stability; flex funds can be used to support costs associated with assisting tiered individuals with obtaining vital documents.
- C.5.8.6**The Contractor shall be responsible for tracking the outcomes of high-risk individuals and their families in services throughout the course of the contract and documenting in ONSE database. Outcome Plans are to be completed and updated every month; Outcome Plans are due in ONSE database by the 10th of every month.
- C.5.8.7**The Contractor shall meet with individuals and families who have disconnected from services and determine the most appropriate course of action for reengagement. Any tier who is not engaged for more than 30 days will be considered for case closure; contractor must submit justification for all case closures; Contractor must demonstrate one or more of the following prior to closing a case: 30 days of non-responsiveness, individual's request to terminate services or 3 unsuccessful attempts to connect within a 30-day period.
- C.5.8.8**The Contractor shall work with external partners to serve those returning from incarceration to provide resources, supports, services and or offer caseload assignment with Violence Intervention Initiative. Individuals who are returning to the community should be logged in the Neighborhood Plan; Neighborhood plans are due the 10th of the month in ONSE data system.
- C.5.8.9**In partnership with ONSE, the Contractor shall manage the disbursement of Flex Funds utilized to meet food, housing, employment, safety or self-care needs of clients.

C.5.9 Violence Prevention

- C.5.9.1**The Contractor should meet monthly with tiered individuals to complete a conflict log which details review of the following: community climate, at-risk individuals, at-risk locations, precipitating factors, mediation strategies, resource needs and partner involvement, and supplemental support needed. The Contractor will include a timeline for completion of steps and strategies on the Conflict Log. The Contractor must complete information on Neighborhood Plan and submitting in ONSE database by the 10th of the month.
- C.5.9.2**The Contractor shall update conflict log monthly. The contractor shall stay abreast of potential community and interpersonal conflicts (including, but not limited to threats, relational strife, physical and verbal altercations, robberies, and dice games) that have the potential to escalate to violence. The contractor shall be aware of the changes to community cohesion caused by the entrance and exit of community members, including those returning from incarceration, and when appropriate help the community unify.
- C.5.9.3**The Contractor must identify allies and rivals associated with priority community. The Contractor must identify most recent incidents within priority community as well as the allies or rivals associated. The Contractor must attempt to or successfully make connection with key individuals from rival or ally communities to assess the community climate. In the event of a community concern, the contractor will conduct a Strategy Meeting with relevant

parties. The conflict log must be completed in the Neighborhood Plan every month and submitted by the 10th of the month in ONSE data system.

C.5.9.4The Contractor will complete physical safety assessments of every priority community to identify safety breaches or environmental elements contributing to violence. The Contractor must submit a 311 request for any environmental needs or breaches. Safety Assessments must be completed on said section of the Neighborhood Plan every month and submitted by the 10th of the month in ONSE data system.

C.5.9.5The Contractor must review social media to assess for conflicts, gauge safety threats and potential acts of violence, concerns or key individuals that may have an impact on the safety within a priority community. The Contractor must make attempt to or successfully contact key individuals who have authority over social media posts and promotion to negotiate removal of negative media or promotion of positive media. Social media review section must be updated regularly with accurate information and shall develop social media responses to combat posts that promote violence. Social media review must be completed on said section of the Neighborhood Plan every month and submitted by the 10th of the month in ONSE data system.

C.5.9.6The Contractor must host preventative peace-making and peace-keeping events or activities for priority community and/or allies and/or rivals on a quarterly basis or in the event of a crisis need. Retreats must be held at least once per quarter, must involve in the key tiered individuals, and must focus on impacts, prevention and or intervention of community violence. Retreat information must be completed on said section of the Event Report every month and submitted by the 10th of the month in ONSE data system.

C.5.10 Violence Intervention

C.5.10.1 After an incident in an assigned priority community, the Contractor must host Strategy Meetings; strategy meetings must include Violence Intervention Program Manager and the Violence Interrupter assigned to relative community; strategy meetings should include community members, residents, agencies, business owners or other stakeholders with information, resources or opportunities that can support strategies that minimize gun violence; contractor shall update Strategy Session section of the Neighborhood Plan in the ONSE data system on the 10th of the month or after every incident.

C.5.10.1.1 Within 1 week (7 calendar days) after an incident in an assigned priority community and/or monthly, the Contractor must identify and implement mediation strategies for every priority community; mediation strategies must be updated monthly on the Neighborhood Plan; mediation strategies should include specific next steps, persons responsible, partners and timelines. Timelines must include immediate, short-term and long-term steps. Mediation strategies should be included in the Strategy Session section of the Neighborhood plan; Neighborhood plans are due the 10th of the month in ONSE data system.

- C.5.10.1.2** Within 1 week (7 calendar days) after an incident in an assigned priority community, the contractor must visit the crisis community to conduct a safety assessment and identify safety breaches or environmental elements contributing to violence. The Contractor must submit a 311 request for any environmental needs or breaches within 24 hours of conducting safety assessment. Safety Assessments must be completed on said section of the Neighborhood Plan every month and submitted by the 10th of the month in ONSE data system.
- C.5.10.1.3** Within 24-hours after an incident in an assigned priority community, the contractor must contact every assigned tier associated with that community to assess for safety. Contact includes telephone contact, video conferencing, physical visit or text message. Tier contacts must be documented in Incident report; incident reports are due the 10th of the month in ONSE data system
- C.5.10.1.4** Within 72 hours (3 days) after an incident occurs, the contractor must meet with tiered individuals to identify de-escalation, self-care and crisis management strategies to prevent individual involvement in violence, retaliation or social media responses. Tier contacts must be documented in Incident report; incident reports are due the 10th of the month in ONSE data system
- C.5.10.2** The Contractor must host peace-making and peace-keeping retreats for priority community and/or allies and/or rivals on a quarterly basis or in the event of a crisis need. Retreats must be held at least once per quarter, must involve the key tiered individuals, and must focus on impacts, prevention and or intervention of community violence. In the event of an emergency retreat need, ONSE will provide a due date for planning and the contractor must schedule and implement retreat within deadline set by ONSE. Retreat information must be submitted in the Events section of the ONSE data base; events reports are due the 10th of the month in ONSE data system.

C.5.11 Critical Incident Response

- C.5.11.1** The Contractor shall develop an administrative infrastructure that supports a twenty-four (24) hour, seven (7) day a week immediate critical incident response. The Program Manager is expected to be available on-call in the event of an incident after working hours. The contractor shall follow on-call protocol outlined in section C.5.5. The Contractor shall submit a fully completed critical incident report and input into ONSE data system within forty-eight (48) hours of notice of an incident.

During Working Hours:

- Incident occurs
- When alerted by Homeland Security and Emergency Management Agency of a critical incident in priority communities, the ONSE Program Manager will alert the Contractor of an event in their priority community via electronic and or telephone notice.
- In the event contractor is made aware of an incident prior to being notified by ONSE, the contractor must alert ONSE VI Program Manager of an incident in their priority community via electronic and or telephone notice.

- Either ONSE Program Manager or approved designee notifies contractor or contractor notifies ONSE of incident occurring-or-contractor notifies ONSE VI Program Manager or approved designee of incident occurring.
- C.5.11.2** The Contractor shall respond with receipt of notice within one (1) hour of the Program Manager sending incident alert; the contractor must make attempt to or successfully connect with tiered individuals to assess for safety within two (2) hours of notice. The contractor must attempt to or make connection with individuals impacted by the incident within two (2) hours of notice.
- C.5.11.3** The Contractor must submit a preliminary written and/or verbal report to ONSE Program Manager within four (4) hours of notification of the incident via Incident Report form in ONSE database.
- C.5.11.3.1** Contractor will prove notice to ONSE VI Program Manager via email of completion of evening summary within 1 hour of completion
- C.5.11.4** The Contractor must submit an evening summary with incident updates by 8:00pm every business day; information should be entered into the Incident Report form in ONSE database.
- C.5.11.4.1** Contractor will prove notice to ONSE VI Program Manager via email of completion of evening summary within 1-hour of completion.
- C.5.11.4.2** The Contractor must provide a morning summary by 8:00am every business day; information should be entered into the incident report.
- C.5.11.4.3** The Contractor must participate in 9:30am morning call the day after an incident to provide a general report
- C.5.11.4.3.1** After Working Hours:
- Incident occurs
 - When alerted by Homeland Security and Emergency Management Agency of a critical incident in priority communities, the ONSE Program Manager will alert the Contractor of an event in their priority community via electronic and or telephone notice by 8:00am the next calendar day.
 - In the event contractor is made aware of an incident prior to be notified by ONSE, the contractor must alert ONSE VI Program Manager of an incident in their priority community via electronic and or telephone notice by 8:00 am the next calendar day.
 - Either ONSE Program Manager or approved designee notifies contractor or contractor notifies ONSE of incident occurring-or-contractor notifies ONSE VI Program Manager or approved designee of incident occurring.
- C.5.11.4.4** The Contractor shall respond with receipt of notice within one (1) hour of the Program Manager sending incident alert; the contractor must make attempt to or successfully connect with tiered individuals to assess for safety within two (2) hours of notice. The contractor must attempt to or make connection with individuals impacted by the incident within two (2) hours of notice.

- C.5.11.4.5** The Contractor must submit a preliminary written and/or verbal report to ONS E by 8:00am the following day via Incident Report form in ONS E database.
- C.5.11.4.6** Contractor will provide notice to ONS E VI Program Manager via email of completion of evening summary within 1 hour of completion.
- C.5.11.4.7** The Contractor must participate in 9:30am morning call the day after an incident to provide a general report.
- C.5.11.4.8** The Contractor must submit an evening summary with incident updates by 8:00pm every business day; information should be entered into the Incident Report form in ONS E database.
- C.5.11.4.9** Contractor will provide notice to ONS E VI Program Manager via email of completion of evening summary within 1-hour of completion.
- C.5.11.4.9.1** Weekend
- Incident occurs
 - When alerted by Homeland Security and Emergency Management Agency of a critical incident in priority communities, the ONS E Program Manager will alert the Contractor of an event in their priority community via electronic and or telephone notice.
 - In the event contractor is made aware of an incident prior to be notified by ONS E, the contractor must alert ONS E VI Program Manager of an incident in their priority community via electronic and or telephone notice.
 - Either ONS E Program Manager or approved designee notifies contractor or contractor notifies ONS E of incident occurring-or-contractor notifies ONS E VI Program Manager or approved designee of incident occurring.
- C.5.11.4.10** The Contractor shall respond with receipt of notice within one (1) hour of the Program Manager sending incident alert; the contractor must make attempt to or successfully connect with tiered individuals to assess for safety within two (2) hours of notice. The contractor must attempt to or make connection with individuals impacted by the incident within two (2) hours of notice.
- C.5.11.4.11** If incident occurs before 8:00 pm, the Contractor must submit a preliminary written and/or verbal report to ONS E Program Manager within four (4) hours of notification of the incident via Incident Report form in ONS E database.
- C.5.11.4.12** Contractor will provide notice to ONS E VI Program Manager via email of completion of evening summary within one (1) hour of completion.
- C.5.11.4.13** Provide an evening summary by 8:00 pm the day of the incident; information should be entered into the incident report.
- C.5.11.4.14** Contractor will provide notice to ONS E VI Program Manager via email of completion of evening summary.

C.5.11.4.15 Contractor shall provide a morning summary by 8:00am the day after an incident occurred; information should be entered into the incident report.

C.5.11.4.16 ONSE and contractor hold 9:30am call the day after the incident occurred

- Incidents that occur between Friday 8pm and Saturday 8am will be discussed at 9:30am on Saturday morning.
- Incidents that occur between Saturday 8pm and Sunday 8am will be discussed at 9:30am on Sunday morning.
- Incidents that occur between Sunday 8pm and Monday 8am will be discussed at 9:30am on Monday morning.

ONSE has the discretion to request a response to homicides outside of the Contractor's priority community.

C.5.11.4.16.1 Response includes, but is not limited to: visiting the relevant community, visiting at-risk individual or individuals impacted by incident, identifying the victim and if possible, the aggressor, communicating and/or visiting with all tiered individuals to assess for safety, attentively listening for precipitating factors that led to the incident, gleaning the possibility of retaliation or additional violence, and gauging the community's response to the incident, identifying preliminary de-escalation strategies to incident

C.5.11.4.16.2 All information gathered during initial response will be documented in Incident Report and entered in the ONSE database system within 48 hours of notice of incident.

C.5.11.4.16.3 In the event a tiered individual(s) has been victim of violence, the Contractor shall conduct hospital or home visits within forty-eight (48) hours of notice of the critical incident.

C.5.11.4.16.4 Within twenty-four (24) hours of notice a critical incident, the Contractor shall have the ability to facilitate triage meetings and coordinate with the ONSE Family and Survivor Support team when appropriate.

C.5.11.4.16.5 The Contractor must participate in Critical Response call at 3:00pm the next day of a homicide. The VI Program Manager or approved designee must be present for this call and be prepared to share case information about the tiered individual from the Outcome Plan or intake form.

C.5.11.4.16.6 The Contractor shall utilize flex funds to assist victims of violent crimes and their families with meeting emergency needs. The assistance should be extended to residents of priority communities and in special instances victims/family of victims of violence acts that occur in neighborhoods outside of priority communities. Emergency needs include any service or resource in the following areas: education, employment, housing, vital records, community safety and self-care/health.

C.5.11.4.16.7 The contractor shall provide financial support for burial and funereal costs as needed and as available in the contractor's budget.

C.5.12 Prevention and Intervention Planning

C.5.12.1 The Contractor shall hold a daily briefing or communication with VI team to discuss daily plan, critical information and/or share community or tier concerns. Contractor must provide plan and protocol for daily team briefings within 30 days of award.

C.5.12.2 The Contractor must attend ONSE Mediation Planning Meetings as requested.

C.5.12.3 The Contractor must attend bi-weekly (or whenever scheduled) Case Review meetings with ONSE Program Manager on a weekly basis. The VI Program Manager or approved designee must attend this meeting. During this time, ONSE Program Manager reviews individual plans and outcomes, strategies for individuals, neighborhood plan information, status of community conflicts, budgeting and fiscal needs, and other information as required.

C.6 QUALIFICATIONS

C.6.1 CONTRACTOR QUALIFICATIONS

The Contractor shall be able to provide written documentation of the following qualifications:

C.6.1.1 Community Engagement

- Demonstration of at least three (3) years of community planning, engagement, events or programming in District of Columbia communities impacted by poverty, trauma, and/or violence
- Access to on-site location for service provision in the area the Contractor is applying to serve
- Referrals from community members, agencies, businesses, or other community stakeholders reflecting holistic (includes employment, education, life skills, safety, housing or self-care needs) and impactful community engagement
- Proven connection to and integration in a minimum of three District of Columbia communities impacted by poverty, trauma, and/or violence in Wards the offer or is applying to serve
- Evidence of five (5) existing partnerships with community-based organizations, government agencies or other neighborhood entities that have strengthened the ability to serve community members, families, and individuals
- Proficient knowledge of protocols used to respond to critical incidents

C.6.1.2 Violence Intervention

- Demonstration of staffing who possess a minimum of three (3) years' experience in providing successful conflict and crisis management services in the District of Columbia; must provide evidence of strategies used and outcomes achieved
- Demonstration of staffing who possess ability to build relationships with those who have engaged in violent acts or have been victims of violence, that foster the development and use of healthy conflict resolution skills; must provide referrals from individuals who have been engaged with contractor in the past or under current contracts

- Knowledge of historical and/or ongoing conflicts in communities in the Ward(s) the Contractor is applying to serve; must provide a summary of community conflicts and general strategies to address conflict in every community assigned to the contractor or requested by the contractor
- Proficient knowledge of practices associated with violence interruption and evidence of adherence to strong operating procedures that govern the work; must provide outline or model of violence intervention practices and philosophies
- Demonstration of staffing who possess a minimum of three (3) years' experience facilitating successful ceasefires and mediations; must provide referrals from individuals previously involved in mediation efforts as a participant or partner
- Evidence of being able to bring influential individuals from different communities together to resolve conflict; must provide referrals or examples of facilitation or implementation of collaborative efforts

C.6.1.3 Case Management

- Demonstration of ability to help clients identify personal development goals they would like to accomplish
- Proven ability to help high risk individuals and families identify, enroll in and/or maintain connections to supports and services to help accomplish goals; must provide summary an individual or family who was supported and the outcomes
- Expertise in establishing partnerships with external organizations to advance clients personal development; must provide examples of connections to external organizations

C.7 CONTRACTOR REQUIREMENTS

C.7.1 Accounting Practices

C.7.1.1The Contractor shall have a system of approved public sector accounting practices. Public sector accounting practices are applied to non-profit pursuing entities and help to ascertain the legitimacy of transactions and their compliance with related laws utilizing established regulations and fiscal guidelines.

C.7.1.2The Contractor's public sector accounting practices should include the use of an information system that records, analyzes, classifies, and summarizes financial events and transactions. In addition, these practices should incorporate the proper maintenance of accounting books and financial records. Finally, accounting practices should support periodic audits that may be scheduled throughout the period of contract performance.

C.7.1.3The Contractor shall submit to the Contract Administrator (CA) identified in Section G.9.2, a proper and complete invoice package as outlined in Section G.2 – Invoice Submittal by the 10th of every month. If the 10th falls on a holiday, the invoices will be due by the next business day of the month. Staff rosters and group activity sign-in sheets shall be included in the monthly invoicing package. Chronic incomplete submissions or rejections due to lack of documentation will be documented against contract monitoring.

C.7.1.4The Contractor must submit spend down plans on the 20th day of the first month of every quarter of the fiscal year: October 10, January 10, April 10 and July 10. Spend down plans

must be sent to ONSE Program Manager and ONSE CA by the 10th day of the months identified via email.

C.7.2 Staff Hiring and Termination, Personnel Changes

C.7.2.1 The Contractor shall ensure that staff meets the requirements as set forth in Sections C.5.1 and C.5.2

C.7.2.2 The Contractor is contractually and fiscally responsible for completion of all background processes and protocols by their staff.

C.7.2.3 The contractor must ensure that the clearance documents listed below are received, and background checks are complete prior to the final hiring of staff. All background checks must remain updated and be submitted at the beginning of each fiscal year or in the event documents are updated, replaced, or changed.

The following documents shall also be filed in each staff members personnel file.

- a. Resume;
- b. Photo ID or Driver's License;
- c. Completed child neglect and abuse clearance through the District of Columbia Child and Family Services Agency;
- d. FBI background check;
- e. PPD/TB test (completed every two years);
- f. Drug screen;
- g. Driving record;
- h. Proof of auto insurance (applicable if candidate will be driving community members in any vehicle that is not owned by the Contractor);
- i. No Transport form for candidates who will not transport community members;
- j. Ethics pledge; and
- k. Confidentiality Agreement.

C.7.2.4 The Contractor shall submit staff background (FBI & CFSA) information by November 1st of the contracted fiscal year. Updated background information is required every year for existing staff. Documents are to be submitted to the ONSE Program Manager. In the event of an incident, investigation or arrest, background information may be requested as needed. In the event of a new hire, a background check must be complete within thirty (30) days of hire.

C.7.2.5 Candidates with registered child abuse offenses will not be hired. Disqualification for neglect offenses will be determined on a case-by-case basis.

C.7.2.6 If the FBI background check indicates that a candidate has been convicted of sexual abuse/assault or domestic violence (within ten years), employment will not be offered. Disqualification for other convictions will be determined on a case-by-case basis.

C.7.2.7 Candidates are ineligible for employment if opioids, PCP, cocaine, and other synthetic forms of illicit drugs are found on the drug screen. Random drug tests must be administered a minimum of twice a year during the contract. Staff must be terminated if use of the aforementioned drugs is detected.

C.7.2.8 Arrests of staff must be communicated to ONSE within 24 hours. ONSE and the Contractor will determine whether an unpaid suspension is warranted. If a staff member is found guilty of an offense, ONSE and the Contractor will determine if termination is appropriate. If the Contractor and ONSE cannot agree on the outcome, ONSE will make the final decision.

C.7.2.9 The Contractor shall communicate to ONSE changes in employee status, including hiring, suspensions, extended leaves of absence and terminations within two days. In addition, all personnel changes must be communicated in a monthly report.

C.7.2.10 The Contractor shall share their disciplinary process for staff members who do not perform satisfactorily with ONSE. The process should include, but not be limited to terms for warnings, suspensions, and termination.

C.7.3 Staff Professional Development

C.7.3.1 All staff, including part-time must participate in and complete all mandatory ONSE and Contractor trainings. Mandatory trainings include but are not limited to an ONSE Violence Intervention Initiative orientation, a five (5) day violence intervention and urban safety boot camp, a three (3) day stages of readiness for change workshop, a five- day violence intervention refresher training, and monthly violence intervention skill building trainings. Staff who miss 25% or more of ONSE trainings will be suspended and ineligible to work until the missed workshops or sessions are attended.

C.7.3.2 The Contractor shall develop a calendar of monthly trainings that help staff build the skills needed to be effective in violence intervention work and proficient in completing administrative tasks. Topics covered shall include, but not be limited to CPR and first aid training, note taking, and routine outreach and relationship building. Staff members who miss 25% or more of the Contractors trainings will be suspended and ineligible to work until the missed workshops or sessions are attended. Training schedules must be shared with ONSE quarterly.

C.7.3.3 Outside trainings Contractor's plan to procure that are greater than **\$2,500.00** must be approved by ONSE.

C.7.3.4 All training sign-in sheets must be submitted to ONSE Outcome Plan monthly.

C.7.3.5 The Contractor shall detail how they will ensure that program staff and sub-contractors are well versed and highly skilled in the following:

- Understanding and operating in the cultures of the District of Columbia communities that have experienced high levels of poverty, trauma, and violence.
- Engaging community members and partners to implement successful violence intervention strategies and build community efficacy.
- Incorporating motivational interviewing and cognitive behavior therapy techniques in interactions with clients.
- Assisting individuals and families at high risk of participating in or being victims of violent crime, maintain connections to VI supports and services.

- Facilitating ceasefires and mediations to prevent future acts of violence.
- Maintaining confidentiality and anonymity.

C.7.4 Staff Management and Accountability

C.7.4.1 The Contractor shall create weekly work schedules for all staff. Work schedules must be shared with ONSE each Thursday by COB for the upcoming week.

C.7.4.1.2 The Contractor shall utilize electronic or written timesheets to verify staff hours worked. Timesheets should be kept in employee files.

C.7.4.1.3 The Contractor shall implement a monitoring system that ensures staff are spending the required time in each priority community and with high-risk individuals.

C.7.5 Staff Self-Care

C.7.5.1 The Contractor shall provide monthly opportunities for collective staff rejuvenation. These sessions can take the form of recreational activities, restorative justice or healing circles, self-care workshops or other appropriate activities.

C.7.5.2 The Contractor shall provide a maximum of three (3) paid days per year for staff to address grief after the loss of a family member or friend.

C.7.5.3 The Contractor shall provide staff with information regarding behavioral health resources they can take advantage of should the need arise.

C.7.5.4 The Contractor shall ensure that staff are knowledgeable about ONSE sponsored self-care opportunities.

C.7.6 Program Documentation

The Contractor shall assign a Data Entry Coordinator to manage all data collection efforts. In order to keep the identity of high-risk individuals and those involved in critical incidents confidential, an alternative identification system should be used in the database.

C.7.6.1 The Contractor shall have an internal database system that documents the following:

Community Engagement

- dates, times, and hours spent in each community
- notes on specific community engagement
- number of community events and activities attended and hosted and the outcome of attendance
- ANC, resident council, civic association and safety meetings attended

Engagement of High-Risk Individuals and Families

- number of contacts with high-risk individuals and their families
- notes on specific engagement and violence intervention strategies utilized

- progress towards disrupting cycles of violence
- violence interventions, ceasefires, and mediations involving high risk individuals/families
- connection to and progress in supports and services
- movement of high-risk individuals through the stages of readiness
- updated Outcome Plans
- updated Outcome Plan

Enrollment in Supports and Services

- service referrals
- engagement in and connection to supports and services
- disruptions, reengagement and completion of services
- disbursements of flex funds
- placed based services offered, community member engagement, and program highlights

Violence Interception and Interruption

- efforts towards and the outcomes of violence interventions, ceasefires, and mediations involving high risk individuals/families, crews/gangs, and community members engaged in interpersonal conflict

Critical Incidents

- incidents dates and response times
- incident address and priority community
- critical incident follow up efforts

C.7.7 Collaboration with ONSE and Partners

C.7.7.1The Contractor's Violence Intervention Initiative managers shall participate in meetings with ONSE as scheduled to discuss success, challenges, critical incident and conflict specifics, and progress on meeting the goals of the action and neighborhood plans.

C.7.7.2The Contractor must include ONSE in all critical incident triage meetings and weekly case reviews.

C.7.7.3In conjunction with ONSE, Contractor must conduct thorough emergency violence reviews, strategy, and develop sessions when warranted.

C.7.7.4Contractors shall be available collaborate with various government, community and faith-based agencies to partner in special violence intervention projects.

C.7.7.5Contractor shall participate in meetings with sister agencies and community-based agencies to develop strategies to resolve community conflicts and/or broker community relationships

C.7.7.6All partnerships and collaborations should be captured on the Neighborhood Plan, updated monthly, and submitted by the 10th of every month.

C.7.8 Reporting

C.7.8.1The Contractor shall comply with weekly and monthly report requirements and other ad hoc data requests documenting progress in serving communities, high risk individuals, neighborhood residents and families.

C.7.8.2The Contractor shall submit weekly reports every Thursday by COB reflecting community engagement efforts in all priority communities during the previous week, using a template provided by ONSE. At a minimum, the report will include the following data elements:

- a) Amount of hours spent in each priority community
- b) Contact time with high-risk individuals
- c) Details on how specifically the time was spent including, but not limited to contact and substance of interactions with community members, meetings, events and activities in which the Contractor hosted or participated.

C.7.8.3ONSE shall conduct a mid-year data review that reports data on the following:

- a) Specifics regarding decreases in violence in priority communities compared to the year before.
- b) The number of high-risk individuals and family members served and their accomplishments
- c) The number of community partnerships and the success of violence intervention strategies implemented
- d) The number of interventions, ceasefires, mediations, retreats and other peacemaking events and their outcomes
- e) The number of critical incidents responded to and the impact of response on chances of retaliatory violence

C.7.8.4The Contractor shall submit an annual report by August 30 of the fiscal year. The Annual Report should include the following:

- a) Specific strategies that contributed to decreases in gun violence
- b) At least five case study examples of at-risk individuals whose lives have been substantially improved through the organization's contact with them, where those individuals are willing to have their stories told publicly
- c) At least 2 case study examples of conflicts between individuals or groups that were mediated or toned down through the organization's involvement, likely leading to an alternative to violence in those cases

C.7.9 Confidentiality

The Contractor shall have all staff assigned to Violence Intervention initiative sign an ONSE Confidentiality form. Confidentiality forms must be signed by all required staff and submitted to ONSE within 30 days of staff hire or contract start date. The Contractor shall utilize encrypted systems when sending sensitive identifying information or incident information via email.

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

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 TERM OF AGREEMENT

D.1.1 The term of this HCA shall be for a period of one year from the date of award specified on the cover page of this HCA.

D.2 OPTION TO EXTEND TERM OF THE AGREEMENT

D.2.1 The District may extend the term of this HCA for a period of four option periods, each for a period of one year, or successive fractions thereof, by written notice to the Provider before the expiration of the HCA; provided that the District will give the Provider preliminary written notice of its intent to extend at least 30 days before the HCA 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 Provider may waive the 30 day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the task order.

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

D.2.3 The compensation for the option periods will be as provided for Section B.

D.2.4 The total duration of this HCA, including the exercise of any options under this clause, shall not exceed five years.

D.3 RESERVED

D.4 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District’s requirements and submit each deliverable to ONSE in accordance with the following:

Deliverable	Quantity	Format/Method of Delivery	Due Date
Nightly Census Reports submitted by all Violence Intervention Specialists (C.5.5)	one per night violence intervention specialist	Electronically in database	Nightly after every shift
Critical Incident Forms (C.5.11)	Determined by number of incidents	Electronically in database	24 hours after triage meeting
Weekly Events and Activities Report (C.5.6.5.1) (C.5.6.5.4)	52	Electronically in database	Weekly on Thursdays by 5pm
Weekly Staff Schedules (C.7.4.1)	52	Electronically in database	Weekly on Thursdays by 5pm

Weekly Potential Violence Reports	52	Discussed with Program Manager	Weekly during check-in meetings
Weekly Community Engagement Reports (C.7.8.2)	52	Electronically	Weekly
Monthly Invoices with Receipts and Supporting Documents (C.7.1.3)	12	Electronically to CA	10 th of Every Month
Monthly Calendar of Events and Activities (C.5.6.5)	12	Electronically in database	10 th of Every Month
Staff Roster and Group activity sign-in sheet (C.5.2.3)	One per group activity	Electronically to CA	10 th of Every month with monthly invoice package
Staff training schedules (C.7.3.2)	4	Electronically to CA	Quarterly
Neighborhood Plan for Each Priority Community (including the asset maps) (C.7.7.6) (C.5.6.3.1)	12	Electronically in database	10 th of Every Month
Outcome Plans Updates for Each Tiered Individual (C.5.7)	12	Electronically in database	10 th of Every Month
Quarterly Spend Down Plan (C.7.1.4)	4	Electronically to CA and Program Manager	Each quarter of the FY and/or as requested (three day turn around after request)
Mid-Year Report (C.7.8.3)	1	Electronically to Program Manager	180 days after commencing work
Annual Report (C.7.8.4)	1	Electronically to Program Manager	September 30 th of the FY
Staff Background Check (FBI & CFSA) (C.7.2.4)	2	Electronically to Program Manager	November 1 st each fiscal year
Case Management Referrals	10	Electronically via email to Case Management Provider	Within fiscal year

D.5 The Provider shall submit to the District, as a deliverable, the report described in Section G.4 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to Section H.4.2.

END OF SECTION D

SECTION E – CONTRACT ADMINISTRATION

E.1 ORDERING CLAUSE

- E.1.1** Any supplies and services to be furnished under this HCA shall be ordered by issuance of task orders by the CO. Such orders may be issued during the term of this HCA including all option years.
- E.1.2** All task orders are subject to the terms and conditions of this HCA. In the event of a conflict between a task order and this HCA, the HCA shall control.
- E.1.3** If mailed, a task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.
- E.1.4** The Provider shall not provide services under this HCA unless the Provider is in actual receipt of a task order for the period of the service that is signed by the CO.

E.2 INVOICE PAYMENT

- E.2.1** The District will make payments to the Provider, upon the submission of proper invoices, at the prices stipulated in this HCA, for services performed and accepted, less any discounts, allowances or adjustments provided for in this HCA.
- E.2.2** The District will pay the Provider on or before the 30th day after receiving a proper invoice from the Provider.

E.3 INVOICE SUBMITTAL

- E.3.1** The Provider shall submit proper invoices on a monthly basis. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer (CFO) with concurrent copies to the Contract Administrator (CA) specified in Section G.10 below. The address of the CFO is:

The Office of Neighborhood Safety and Engagement (ONSE)
Office of the Controller/Agency CFO
100 42nd Street NE
Washington DC 20019

- E.3.2** The Provider shall follow the steps below in submitting monthly invoices to ONSE:
- E.3.2.3** In the event that the District revises the invoicing process set out in Section G.3.2.1, the District shall notify the Provider, update the Provider manual and train the Provider on the new invoicing process.

E.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- E.4.1** 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.4.2
- E.4.2** No final payment shall be made to the Provider until the agency CFO has received the Contracting Officer’s final determination or approval of waiver of the Provider’s compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

E.5 PAYMENT

- E.5.1** The Provider will be paid monthly in accordance with the provisions of Section B.

E.6 ASSIGNMENT OF HCA PAYMENTS

E.6.1 In accordance with 27 DCMR 3250, the Provider 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 HCA.

E.6.2 Any assignment shall cover all unpaid amounts payable under this HCA, and shall not be made to more than one party.

E.6.3 Notwithstanding an assignment of HCA payments, the Provider, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

E.7 THE QUICK PAYMENT CLAUSE

E.7.1 INTEREST PENALTIES TO PROVIDERS

E.7.1.1 The District will pay interest penalties on amounts due to the Provider under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of the item of property or service is made on or before:

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

E.7.1.2 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.

E.7.2 PAYMENTS TO SUBCONTRACTORS

E.7.2.1 The Provider must take one of the following actions within seven days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under this HCA:

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

E.7.2.2 The Provider 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.

E.7.2.3 Any amount of an interest penalty which remains unpaid by the Provider at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

E.7.2.4 A dispute between the Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

E.7.3 SUBCONTRACT REQUIREMENTS

E.7.3.1 The Provider shall include in each subcontract under this HCA 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).

E.8 CONTRACTING OFFICER (CO)

HCA's and task orders pursuant to the HCA's will be entered into and signed on behalf of the District only by contracting officers. The contact information for the CO is:

Steven H. Wishod
Contracting Officer
Government of the District of Columbia
Office of Contracting & Procurement
441 4th St., NW, Room 330S
Washington DC 20001
Steven.Wishod@dc.gov

E.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

E.9.1 The CO is the only person authorized to approve changes in any of the requirements of this HCA.

E.9.2 The Provider shall not comply with any order, directive or request that changes or modifies the requirements of this HCA, unless issued in writing and signed by the CO.

E.9.3 In the event the Provider 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 HCA to cover any cost increase incurred as a result thereof.

E.10 CONTRACT ADMINISTRATOR (CA)

E.10.1 The CA is responsible for general administration of the HCA and advising the CO as to the Provider's compliance or noncompliance with the HCA. The CA has the responsibility of ensuring the work conforms to the requirements of the HCA and such other responsibilities and authorities as may be specified in the HCA. These include:

E.10.1.1 Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the HCA;

E.10.1.2 Coordinating site entry for Provider personnel, if applicable;

E.10.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Provider's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

E.10.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

E.10.1.5 Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

E.10.2 The address and telephone number of the CA is:

Dana McDaniel, Deputy Director
The Office of Neighborhood Safety and Engagement (ONSE)
100 42nd Street NE WDC 20019
(202) 299-3284 (office)

E.10.3 The CA shall NOT have the authority to:

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

E.10.4 The Provider will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

PART II

SECTION F – AGREEMENT CLAUSES

F.1. **Standard Contract Provisions Incorporated By Reference**

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated July 2010, hereafter referred to as the “Standard Contract Provisions (SCP)” are incorporated by reference into this Agreement, and shall govern the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2. **Confidentiality**

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

F.3. **Amendments**

This Human Care Agreement, including the Provider’s Contractor Qualification Record (CQR), the applicable documents, and the attachments identified in section G constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments or changes in the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

F.4. **Tax Compliance Certification**

In signing and submitting this Human Care Agreement and the Tax Certification Affidavit, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

F.5. **Subcontracts**

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

F.6 Provider Responsibility

- F.6.1** The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.
- F.6.2** The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.
- F.6.3** The Provider's employees shall report all unusual incidents on the Unusual Incident Report, including allegations of abuse or neglect, involving any patient that is provided with services or treatment by the Provider by telephone to DOH, and followed up by a written report to DOH within forty-eight (48) hours of the unusual incident.

F.7 PUBLICITY

The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the 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 Agreement.

F.8 CONFLICT OF INTEREST

- F.8.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the agreement or proposed agreement. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code Section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).
- F.8.2** The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the agreement.

F.9 Department Of Labor Wage Determinations

The Provider shall be bound by Wage Determination No. 2015-4281, Revision 19, dated July 21, 2021, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 6701 *et seq.*). The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option period(s); the Provider may be entitled to an equitable adjustment.

F.10 Access to Records

- F.10.1** The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

F.10.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

F.10.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.11 WAY TO WORK AMENDMENT ACT OF 2006

F.11.1 Except as described in F.11.8, below, the Provider 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.

F.11.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage established by the Department of Employment Services. .

F.11.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate. The current living wage is \$15.20 per hour as of July 1, 2021.

F.11.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

F.11.5 The Provider shall provide a copy of the Fact Sheet attached as H.1.5 to each employee and subcontractor who performs services under the contract. The Provider shall also post the attached Notice in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

F.11.6 The Provider 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.

F.11.7 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.*

F.11.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.11.9 The Mayor may exempt a Provider 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.

F.12 HIPAA BUSINESS ASSOCIATE COMPLIANCE AGREEMENT

For the purpose of this Business Associate Agreement (“BAA”), the Office of Neighborhood Safety and Engagement, a covered component within the District of Columbia’s (“District”) 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 C.F.R. §§ 160, 162 and 164 as amended (the “HIPAA Regulations”) and **[INSERT VENDOR INFORMATION]**, as a recipient of Protected Health Information (“PHI”) or electronic PHI from the Office of Neighborhood Safety and Engagement, is a “Business Associate” as that term is defined by HIPAA.

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

F.12.1 Definitions

- a. *Business Associate* means a person or entity, who, on behalf of the District or of an Organized Health Care Arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the Workforce of the District government or Organized Health Care Arrangement, creates, receives, maintains, or transmits PHI for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R § 3.20, billing, benefit management, practice management, and repricing; or provides, other than in the capacity of a member of the Workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation (as defined in 45 C.F.R § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an Organized Health Care Arrangement in which the District participates, where the provision of the service involves the disclosure of PHI from the District or arrangement, or from another Business Associate of the District or arrangement, to the person. A Covered Entity may be a Business Associate of another Covered Entity.

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

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

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. §§ 160 and 164. With respect to this BAA, *Covered Entity* shall also include the designated Health Care Components of the District government's Hybrid Entity or a District agency following HIPAA's implementing regulations and best practices.
- c. *Covered Functions* means those functions of a Covered Entity the performance of which makes the entity a health plan, health care provider, or health care clearinghouse.
- d. *Data Aggregation* means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI 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.
- e. *Designated Record Set* means a group of records maintained by or for a 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.
- f. *Health Care* means care, 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.

- g. *Health Care Components* means a component or a combination of components of a Hybrid Entity designated by a Hybrid Entity in accordance with 45 CFR § 164.105(a)(2)(iii)(D). *Health Care Components* must include non-Covered Functions that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations.
- h. *Health Care Operations* shall include (1) conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; patient safety activities (as defined in 42 C.F.R § 3.20); population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment; (2) reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities; (3) except as prohibited under 45 C.F.R. § 164.502(a)(5)(i), underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of 45 C.F.R. § 164.514(g) are met, if applicable; (4) conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs; (5) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and (6) business management and general administrative activities of the entity, including, but not limited to: (i) management activities relating to implementation of and compliance with the requirements of this subchapter; (ii) customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that PHI is not disclosed to such policy holder, plan sponsor, or customer.(iii) resolution of internal grievances;(iv) The sale, transfer, merger, or consolidation of all or part of the Covered Entity with another Covered Entity, or an entity that following such activity will become a Covered Entity and due diligence related to such activity; and(v) consistent with the applicable requirements of 45 C.F.R. § 164.514, creating de-identified health information or a limited data set, and fundraising for the benefit of the Covered Entity..
- i. *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 Health Care Components, any other components of the entity that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations. The District is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its Health Care Components for compliance with the Security Rule and privacy requirements under this BAA.

- j. *Individual* shall mean the person who is the subject of PHI in accordance with 45 C.F.R. § 160.103. The term *individual* shall also include the individual's personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* shall mean information that is a subset of 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)* shall mean the Standard Unique Health Identifier for Healthcare Providers as defined at 42 C.F.R. § 162.406.
- m. *Organized Health Care Arrangement* shall mean (1) a clinically integrated care setting in which individuals typically receive health care from more than one health care provider; (2) an organized system of health care in which more than one Covered Entity participates and in which the participating Covered Entities: (i) hold themselves out to the public as participating in a joint arrangement; and (ii) participate in joint activities that include at least one of the following: (a) utilization review, in which health care decisions by participating Covered Entities are reviewed by other participating Covered Entities or by a third party on their behalf; (b) quality assessment and improvement activities, in which treatment provided by participating Covered Entities is assessed by other participating Covered Entities or by a third party on their behalf; or (c) payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating Covered Entities through the joint arrangement and if PHI created or received by a Covered Entity is reviewed by other participating Covered Entities or by a third party on their behalf for the purpose of administering the sharing of financial risk in accordance with 42 C.F.R. § 160.103.
- n. *Personal Representative*: shall mean a person authorized, under District or other applicable law, to act on behalf of the subject of PHI in accordance with 42 C.F.R. § 164.502(g).
- o. *Privacy and Security Official*: shall mean the person or persons designated by the District, 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 HIPAA Regulations, and other applicable federal and state privacy laws.
- p. *Privacy Officer* shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, who is responsible for overseeing compliance with a Covered Agency's Privacy Policies and Procedures, the HIPAA Regulations and other applicable federal and state privacy laws. Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District's Privacy and Security Official and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- q. *Privacy Rule* shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164, subparts A and E.

- r. *Protected Health Information (“PHI”)* means individually identifiable health information, including electronic information (“ePHI”), 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.
 - iii. PHI or ePHI does not include individually identifiable health information: (i) In education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g; (ii) In records described at 20 U.S.C. § 1232(g)(a)(4)(B)(iv); (iii) In employment records held by a Covered Entity in its role as employer; and (iv) Regarding a person who has been deceased for more than 50 years.
- s. *Record* shall mean any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.
- t. *Required By Law* means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits pursuant to 45 C.F.R. § 164.103.
- u. *Secretary* means the person serving as Secretary of the United States Department of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.
- v. *Security Officer* means 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.
- w. *Security Rule* shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.
- x. *Unsecured PHI* shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Department of Health and Human Services Secretary in the guidance issue under § 13402(h)(2) of the Health Information Technology Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA)(Pub.L 111-5, 123 Stat 115), approved February 17, 2009.
- y. *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 Covered Entity, whether or not they are paid by the Covered Entity or Business Associate.

2. Obligations and Activities of Business Associate

Business Associate agrees to comply with applicable federal and District confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule and the following:

- a. Business Associate agrees not to use or disclose PHI or ePHI (other than as permitted or required by this BAA or as Required by Law.
- b. Business Associate agrees to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements described at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health Act (“HITECH”), enacted as part of the American Recovery and Reinvestment Act of 2009 (“ARRA”)(Pub.L 111-5, 123 Stat 115) approved February 17, 2009, to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this BAA. Business Associate acknowledges that, pursuant § 13401, Business Associate must comply with the Security Rule and privacy provisions detailed in this BAA.

The additional requirements of § 13401 of HITECH that relate to security and apply to a Covered Entity shall also apply to Business Associate and shall be incorporated into an agreement between the Business Associate and the Covered Entity. Business Associate shall be directly liable for any violations of this BAA or HIPAA Regulations. A summary of HIPAA Security Standards for the Protection of ePHI, found at Appendix A to Subpart C or 45 C.F.R. Part 164 is as follows:

Administrative Safeguards

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

Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A)
--------------------------	---------------	----------------------------

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

Technical Safeguards (see § 164.312)

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

- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this BAA, the Security Rule and other applicable federal and state privacy law within the Business Associate’s business. The Business Associate reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District’s Hybrid Entity.
- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA.
- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this BAA or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 C.F.R § 164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) business days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District’s Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the U.S. Department of Health and Human Services, Office for Civil Rights (OCR), and potentially the media, on behalf of the District.
- f. The Business Associate agrees to ensure that any Workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this BAA with respect to PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 C.F.R §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the

Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information

- h. Initially, within ten (10) business days following the commencement of this Contract, or within ten (10) business days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this BAA.
- i. The Business Associate agrees to provide access within five (5) 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 laws, rules and regulations, to PHI in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- j. The Business Associate agrees to make any amendment(s) within five (5) business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R § 164.526 in a format *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- k. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Identity And Procedure Verification Policy]*, attached hereto as Exhibit A and incorporated by reference.
- l. The Business Associate agrees to record authorizations and log such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and applicable District laws, rules and regulations.
- m. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert agency appropriate terms if applicable]* by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and applicable District laws, rules and regulations.
- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert negotiated terms if applicable]* by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

- o. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this BAA, as well as data systems storing or transmitting PHI, to verify compliance.
- q. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the Data Aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose PHI of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer/Liaison or a duly authorized Workforce member of the Covered Entity.
- r. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(a)-(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BAA.
- s. If the Business Associate has not submitted the District's Business Associate Questionnaire prior to contract award, the Business Associate shall file the Questionnaire with the Agency Privacy Officer/Liaison or the Agency Contract Administrator within 30 days after contract award. Business Associate shall file and submit an updated Questionnaire to the Agency Privacy Officer/Liaison or the Agency Contract Administrator on or before October 1st of each contract year. At the discretion of the Agency Privacy Officer/Liaison, Business Associates with limited access to PHI may be granted a written waiver to file a letter attesting to their HIPAA compliance on or before October 1st of each contract year. A copy of the Business Associate Questionnaire can be located at www.ocp.dc.gov /OCP Solicitations /Required Solicitation Documents.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this BAA, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 C.F.R Part 164 if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this BAA, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this BAA, the Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

- d. Except as otherwise limited in this BAA, the Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
- e. Business Associate may use PHI to report violations of this BAA or the HIPAA Regulations to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1)-(2).

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) business days after the commencement of this BAA. 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 PHI(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 Government agency responsible for receiving and processing requests for PHI; 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 BAA 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 BAA 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. §§ 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 BAA 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 BAA "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 BAA 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 District privacy law will be subject to discipline in accordance with Business Associate's internal 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 BAA. 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 District privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer/Liasion of the imposition of sanctions.

6. Obligations of the Covered Entity

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

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to execute this BAA 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 BAA 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, that it, its employees, agents, subcontractors, representatives and members of its Workforce will submit a letter of good standing from the District, 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;
- c. That neither the execution of this BAA, 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 BAA;

- 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 BAA are or shall be appropriately informed of the terms of this BAA 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 BAA. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this 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 no contest 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, state, 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 BAA shall be effective as of the date of the contract award, and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The PHI shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or their designee and the appropriate and duly authorized Workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the PHI, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or their designee. The requirement to return PHI to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a Covered Entity under HIPAA. Where a Business Associate is also a Covered Entity, PHI provided by the District, or created or received by the Business

Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

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

- i. Provide an opportunity for the Business Associate to cure the breach within a period of ten (10) days (or such longer period as the District may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure 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 BAA and a cure is not possible.

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

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 PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to PHI that is in the possession of ALL subcontractors, agents or Workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.
- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer/Liaison that the return or confidential destruction of the PHI is infeasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at [Insert section number related to paragraph (ender

“Permitted Uses and Disclosures By The Business Associate”] which applied prior to termination; and

- (5) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

10. Miscellaneous

- a. *Regulatory References.* A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* A Covered Entity and Business Associate (“the Parties”) agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA Regulations. Except for provisions Required By Law as defined herein, no provision hereof shall be deemed waived unless in expressed 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 BAA.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance BAA and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this BAA shall be resolved to permit compliance with applicable federal and District laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Regulations.

The terms of this BAA amend and supplement the terms of the Contract.. In the event of a conflict between the terms of the BAA and the terms of the Contract, the terms of this BAA shall control; provided, however, that this BAA shall not supersede any other federal or District 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 BAA) 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 BAA and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with paragraphs (2)(f), (g) and (j) of this BAA, nothing in the BAA 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 laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this BAA and the Contract; to the extent they are applicable to this BAA 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. 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 BAA 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 BAA; 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 BAA.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this BAA or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, its Workforce, any of its subcontractors, agents, or any third party who has received PHI from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its Workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance BAA 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 BAA shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

Attention: _____
Fax: _____

Attention: _____
Fax: _____

- l. *Headings*. Headings are for convenience only and form no part of this BAA and shall not affect its interpretation.
- m. *Counterparts; Facsimiles*. This BAA 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 BAA 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 BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BAA fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this BAA, if necessary to bring the contested provision(s) into compliance.
- 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 BAA 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 BAA, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference 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 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 of HHS.

Attachments:

Exhibit A *Identity and Procedure Verification*

F.13 Insurance

- F.13.1 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.
4. 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.
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. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees which result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met **if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.**

F.13.2 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.

- F.13.3** 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.**
- F.13.4** 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.
- F.13.5** 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.13.6** 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.
- F.13.7** 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 the Contracting Officer.
- F.13.8** 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.

F.14 **Malpractice Insurance**

The Provider shall have malpractice insurance or other appropriate professional liability insurance for those employees of the Provider whose decisions could impact the medical care of the District covered employees through the term of the contract. Insurance shall be for not less than \$3,000,000 for individual incidents and \$5,000,000 in annual aggregate to cover all incidents of malpractice alleged to have occurred during the term of the contract. Failure to maintain the malpractice insurance at any time during the term of the contract shall be a basis for termination of the contract for default.

F.16. **Eligibility**

Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended.

F.17 **Compliance with Laws**

As a condition of the Provider's obligation to perform for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement.

F.18 **Background Check**

- F.18.1** In accordance with DC Official Code 44-551 *et seq.*, the Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report. Provider's staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.
- F.18.2** After award of this Human Care Agreement, the Provider shall certify receipt of criminal history records, as described in C.8.1, of applicable Provider staff that performs services under this Human Care Agreement to the Contract Administrator (CA). Any conviction or arrest of the Provider's employees will be reported through the (CA) to the Contracting Officer.
- F.18.3** ONSE/Office of Inspection and Compliance, which will determine the employee's suitability for performance under this Human Care Agreement. The criminal background check can be obtained at the Metropolitan Police Department by calling (202) 727-4245.
- F.18.4** The Provider shall disclose to ONSE, through the (CA), any arrests or convictions that may occur subsequent to employment. The (CA) will report any convictions or arrests of the Provider's employees to the ONSE Office of Inspection and Compliance, which will determine the employee's suitability for continued performance under this Human Care Agreement.
- F.18.5** The Provider shall certify receipt of medical clearance that each employee working this human care agreement is free of communicable diseases. A physician holding a valid license issued by the jurisdiction in which the employee is licensed shall sign the medical clearance. The Provider shall not employ any staff to perform work under this human care agreement unless the said employee has received a medical clearance.

F19. Fair Criminal Record Screening:

- (a) The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.
- (b) Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.
- (c) After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.
- (d) The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.
- (e) This section and the provisions of the Act shall not apply:
- (1) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;

- (2) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
 - (3) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
 - (4) To employers that employ less than 11 employees.
- (f) A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

F.20 Special Indemnity

The following provision supplements Section 10 of the Standard Contract Provisions:

The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

F.21 Order of Precedence Clause

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

1. This Human Care Agreement, including the Provider's Qualifications Record completed by the Provider, service rates, and attachments and applicable documents incorporated herein or by reference.
2. Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated July 2010, located at www.ocp.dc.gov.
3. Task Orders or Purchase Orders

SECTION G: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

G.1 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

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

G.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.

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

G.2 PREGNANT WORKERS FAIRNESS

G.2.1 The Provider shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

G.2.2 The Provider shall not:

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

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

(1) Pay;

(2) Accumulated seniority and retirement;

(3) Benefits; and

(4) Other applicable service credits;

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

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

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

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

G.2.3 The Provider shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to this chapter to:

(a) New employees at the commencement of employment;

(b) Existing employees; and

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

G.2.4 The Provider shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

G.2.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

G.3 UNEMPLOYED ANTI-DISCRIMINATION

G.3.1 The Provider shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

G.3.2 The Provider shall not:

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

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

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

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

G.3.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

G.4 **51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT**

G.4.1 For HCA for services in the amount of \$300,000 or more, the Provider shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code § 2-219.01 et seq. (First Source Act).

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

- a) The first source for finding employees to fill all jobs created in order to perform this HCA shall be DOES; and
- b) 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.

G.4.3 The Provider shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

G.4.4 The Provider agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

G.4.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

G.4.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

G.4.7 If the Provider does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Provider fails to meet its hiring requirements.

G.4.8 Any provider which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

G.4.9 The provider may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in clause 14, Disputes.

G.4.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

G.5 RESERVED

G.6 RESERVED

G.7 RESERVED

G.8 SUBCONTRACTING REQUIREMENTS

G.8.1 Mandatory Subcontracting Requirements

G.8.1.1 Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).

G.8.1.2 If there are insufficient SBEs to completely fulfill the requirement of paragraph G.8.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.

G.8.1.3 A prime provider that is certified by DSLBD as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections G.8.1.1 and G.8.1.2.

G.8.1.4 Except as provided in G.8.1.5 and G.8.1.7, a prime provider that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime provider that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

G.8.1.5 A prime provider that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime provider that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

G.8.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

G.8.1.7 A prime provider that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

G.8.2 Subcontracting Plan

If the prime provider 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 G.8.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

G.8.3 Copies of Subcontracts

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

G.8.4 Subcontracting Plan Compliance Reporting

G.8.4.1 If the Provider has a subcontracting plan required by law for this contract, the Provider shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

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

G.8.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime provider will not receive credit toward its subcontracting requirements for that subcontract.

G.8.5 Annual Meetings

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

G.8.6 Notices

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

G.8.7 Enforcement and Penalties for Breach of Subcontracting Plan

G.8.7.1 A provider shall be deemed to have breached a subcontracting plan required by law, if the provider (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

G.8.7.2 A provider that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

G.8.7.3 If the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default provisions in clause 8 of the SCP, Default.

G.9 DISTRICT RESPONSIBILITIES

The District shall be responsible for the following:

G.9.1 Training the Provider's personnel on program requirements, ONSE policies, guidelines and processes.

G.9.2 Monitoring and evaluating the Provider's performance.

G.9.3 Modifying this HCA to comply with the federal and District Law

G.9.4 Notifying the Provider whether it will receive a new task order from the District pursuant to this HCA

G.9.5 Issuing guidelines for the content of the Provider's orientation.

G.9.6 Issuing compliance guidelines, sanction policies and procedures so the Provider understands when a Customer is non-compliant, when a sanction request should be made and the process that the Provider shall follow in making the sanction request.

G.9.7 Issuing work participation guidelines that describe mechanisms that the Provider can use in order to help Customers meet the District's work participation requirements as described in Section C

- G.9.8** Issuing exemption policies and procedures so the Provider understands when a request should be made and the process that the Provider shall follow in making the exemption request.
- G.9.9** Establishing benchmarks for the KPIs and defining additional performance metrics described in Section G.10.3.
- G.10** ONSE will monitor the activities of the Provider to ensure that the Provider is meeting and complying with all applicable requirements outlined in Section C of this RFQ. ONSE will make scheduled and unscheduled monitoring visits to review records and discuss the scope of work in relation to the services being rendered. ONSE will interview Customers to secure their feedback on their overall experience and the quality of services they are receiving.
- G.10.1** Staff from the ONSE Office of Accountability will conduct a minimum of one annual monitoring review of the Provider. Additionally, the ONSE Office of Accountability will receive and investigate s and complaints related to the services provided by the Provider.
- G.10.2** For each of the stated anticipated outcomes in Table 10.2, ONSE has defined one or more Key Performance Indicators (KPI) as described in the table below. Upon issuance of a task order, ONSE will publish performance benchmarks for each KPI. Established to reflect District and federal requirements, the performance benchmarks will be the same for all Providers regardless of the size of the Not-Employed PIT specified on the task order.

G.10.2.1: Key Performance Indicators

Anticipated Outcome	
Outcome #1 - Increase the number of Customers who meet work participation requirements	<p>Work participation rate for all Customers assigned to the Provider</p> <p>Work participation rate for the Provider's Not-Employed Customers</p> <p>Work participation rate for the Provider's Employed Customers</p>
Outcome #5 - Increase the number of Customers who gain employment and school/scholarship registration	Rate at which Customers become employed and/or gained a scholarship -school registration

Outcome #6 – Decrease in crime	Rate at which crime has decreased
Outcome #7 – Cease fires	Rate at which how many cease fires a quarter

- G.10.4** ONSE will also use the results of the quarterly Customer Satisfaction Survey described in Section C.5.9.3 to evaluate the appropriateness, quality and effectiveness of the Providers’ services.
- G.10.5** On a monthly basis, ONSE will measure and report and evaluate the Provider’s performance by comparing the actual measurement against the performance benchmarks. On a quarterly basis, ONSE will include the results of the quarterly satisfaction survey in the evaluation of the Provider’s performance.
- G.10.6** The District will undertake the following additional performance monitoring activities:
- G.10.7** The District will monitor, review, and document the timeliness and accuracy of the Provider’s deliverables required in Section D.4; and
- G.10.8** The District will monitor, review, and document the accuracy and timeliness of the Provider’s Customer information contained in each Customer’s case files as required in Section C.5.6.6.
- G.10.9** The District will monitor, review, and document the completeness, accuracy and timeliness of the Provider’s data entry in as required in Section C.5.6.5.12.8
- G.10.10** ONSE will randomly conduct on-site observations of the Provider’s operations and activity to ensure they are in compliance with requirements in C.5.
- G.10.11** ONSE will create a quarterly performance evaluation report for the Provider that will include, but not be limited to, the performance metrics in Table C.6.2, results from the quarterly Customer Satisfaction Survey as outlined in Section C.5.10.4, key observations and issues identified while monitoring the Provider’s activities as specified in Table C.6.2, and findings while conducting the monitoring.
- G.10.12** ONSE will discuss the performance evaluation report with the Provider’s Program Director.
- G.10.13** If the performance evaluation report highlights deficiencies in performance, ONSE will provide the Provider with a notice of deficiency and a time for response and remediation. The Provider shall provide a written explanation of why the deficiency occurred and propose a corrective action plan. ONSE will work with the Provider’s Program Director to define a corrective action plan to improve the Provider’s

performance. ONSE will monitor the Provider to ensure that the Provider is executing the corrective action plan.

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

DRAFT

H. ATTACHMENTS

H.1 The following documents are incorporated to this RFQ by reference:

1. Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at www.ocp.dc.gov click on “OCP Solicitations” and “Required Solicitation Documents”
2. U.S. Department of Labor Wage Determination No. 2015-4281, Revision No. 19, dated 07/21/21.
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 “OCP Solicitations” and “Required Solicitation Documents”
4. Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “OCP Solicitations” and “Required Solicitation Documents”
5. Way to Work Amendment Act of 2006 - Living Wage Notice
6. Way to Work Amendment Act of 2006 - Living Wage Fact Sheet
7. Tax Certification Affidavit
8. Bidder/Offeror Certifications available at www.ocp.dc.gov click on “OCP Solicitations” and “Required Solicitation Documents”
9. Subcontracting Plan available at www.ocp.dc.gov click on “OCP Solicitations” and “Required Solicitation Documents”

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for Use with District of Columbia Government Supplies and Services Contracts dated July 2010 (“SCP”) are incorporated as part of the contract, except as otherwise stated herein. The SCP are available on OCP’s website, www.ocp.dc.gov. Click on Opportunities, then Required Solicitation Documents.

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, Holidays and days District government is closed, unless otherwise stated herein.

I.5 RIGHTS IN DATA

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

A. Definitions

1. “Products” - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. “Existing Products” - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.
3. “Custom Products” - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. “District” – The District of Columbia and its agencies.

B. Title to Project Deliverables

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

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

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

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

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

D. Subcontractor Rights

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

E. Source Code Escrow

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

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the

District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.

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

F. Indemnification and Limitation of Liability

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

I.6 OTHER CONTRACTORS

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

I.7 SUBCONTRACTS

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

I.9 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

I.10 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.

I.11 NOTIFICATION. The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if 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. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew

during the contract.

I.12 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.13 Governing Law. This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

I.14 CONTINUITY OF SERVICES

I.14.1 The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

Furnish phase-out, phase-in (transition) training; and

Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

The Contractor shall, upon the CO's written notice:

Furnish phase-in, phase-out services for up to 90 days after this contract expires and

Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

I Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

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

SECTION J

RESERVED

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

DRAFT

SECTION K

RESERVED

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

DRAFT

SECTION L: INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Qualification of Contractors and Award of HCAs

- L.1.1.** The District intends to pre-qualify Contractors and award multiple HCAs resulting from this Request for Qualifications based upon the Contracting Officer's determination that the award is in the best interest of the District, considering the service Contractor's qualifications, its capability of providing the services, including financial and professional responsibility, and a judgment that the price is reasonable.
- L.1.2.** The determination that a Contractor is technically qualified and capable of providing the services will be based primarily upon approval of the documents requested and timely submission.
- L.1.3.** An approved Contractor by OCP will place Contractors on a **qualification list** deemed, eligible for up to three (3) years to be referred for selection by individuals supported by OCP.
- L.1.4.** The District will **only** enter into final negotiations to award a HCA when (a) a person supported by OCP has selected that approved OCP; (b) the proposed has been certified as meeting the designated community and/or activities (c) for any new locations, that it is fully compliant and approved by the District.
- L.1.5.** The District may award an HCA on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor's best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Organization and Content

- L.2.1.** This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and email proposals may not be accepted.
- L.2.2.** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.
- L.2.3.** The Offeror shall submit:
 - L.2.3.1** The signed HCA application and any amendments issued,
 - L.2.3.2** Articles of Incorporation;
 - L.2.3.3** Brief program description or reference to the company's active website;
 - L.2.3.4** Fiscal responsibility document (See L.5.3);
 - L.2.3.5** Bidder/Offeror Certification Form
 - L.2.3.6** W-9;
 - L.2.3.7** Business License; and
 - L.2.3.8** Proposed Price List or evidence of prices approved by the jurisdictions

rate approving authority

- L.2.4. Please note that each attachment is limited to a maximum size of 25 MB.
- L.2.5. The Offeror shall label each attachment
- L.2.6. By signing the HCA application, the Offeror attests that it fully meets the requirements in Section C.
- L.2.7. The bidders shall complete, sign and submit all Representations, Certifications and **Acknowledgments as appropriate.**

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

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

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

L.4.1 Proposal Submission Date and Time and Late Submissions

L.4.1.1 Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time specified in the Doc issued in ARIBA. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

L.4.1.2 Paper, telephonic, telegraphic, and email proposals may not be accepted or considered for award.

L.4.1.3 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing system before the closing time. **(PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 9 TO UPLOAD THE ATTACHMENTS).**

L.4.2 Late Modifications

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

L.4.3 Withdrawal or Modification of Proposals

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

L.4.4 Late Proposals

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

L.5 EXPLANATION TO PROSPECTIVE OFFERORS

- L.5.1** If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than *five (5)* days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than *five (5)* days before the date set for submission of proposals. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.
- L.5.2** Contractors shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Contractor must contain sufficient detail to provide a clear and concise representation of the Contractor's capability to provide the requirements as set forth in Section C. In addition, except as provided in L.12 below, the application shall include, the following:
- L.5.3** Evidence of fiscal responsibility that may include filed tax returns, audited financial statements, statements of cash flow verified by a licensed CPA or lines of credit from a commercial financial institution. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in the audit of commercial financial statements. Acceptable evidence of fiscal responsibility must be verifiable and accepted at the discretion of the contracting officer.
- L.5.4** Criminal background checks or professional licenses for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions. In this instance, administrative functions specifically refer to those individuals that will interface with the District and conduct business regarding the Contractor's organization in the name of the organization.
- L.5.5** *Complete written job descriptions covering all positions within the Contractor's program. Job descriptions shall include education, experience and/or licensing certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.
- L.5.6** *Documentation that each staff person possesses adequate training, qualifications and competence to perform their assigned duties.
- L.5.7** *Resumes of work experience and personal references for key personnel.
- L.5.8** Contractor shall submit a draft Continuity of Operations Plan (COOP) as part of a Comprehensive Emergency Management Program using a comprehensive planning process based on federal guidance and best practices in emergency management and continuity planning in accordance with OCP COOP policy published on the OCP Internet website.

L.5.9 *At least one (1) relevant references or letters of support. References must include government or private organizations that referred individual(s) to whom services have been provided, or the legal guardians of individual(s) to whom services have been provided.

L.5.10 *Demonstrated evidence of ability to support new developments to expand service delivery within its capability as determined by the persons' needs, including services for medically fragile persons, persons with autism spectrum disorder and/or dual diagnosis.

L.5.11 Contractors that are not SBEs or whose HCA is expected to exceed \$250,000.00 shall make good faith efforts and submit a subcontracting plan.

L.6 **Signing of Offers**

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

L.7 **Retention of HCA Applications**

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

L.8 **Proposal Costs**

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

L.9 **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 F.13 to the Contracting Officer.

L.10 **Acknowledgement of Amendments**

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; or (b) by letter or email. The District must receive the acknowledgment by the date and time specified for receipt of applications. Contractors' failure to acknowledge an amendment may result in rejection of the application.

L.11 **Familiarization with Conditions**

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

L.12 **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 documentation not listed in Section L.2, within five (5) days of a request for additional supporting documentation by the District:

- (1) Evidence of adequate financial resources to perform the contract or the ability to obtain those resources;
- (2) Evidence of ability to comply with the required or proposed delivery or performance schedule, based upon its existing commercial and government contract commitments;
- (3) Evidence of a satisfactory performance record;
- (4) Evidence of a satisfactory record of integrity and business ethics;
- (5) Evidence of a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title;
- (6) Evidence of the necessary organization, experience, accounting, operational control, and technical skills; or evidence of the ability to obtain such.
- (7) Evidence of the necessary production, construction, technical equipment, and facilities; or evidence of the ability to obtain such.
- (8) Evidence that it has not exhibited a pattern of overcharging the District;
- (9) Evidence that it does not have an outstanding debt with the District or the federal government in a delinquent status, including evidence of compliance with applicable District licensing and tax laws and regulations.
- (10) Evidence that it is otherwise qualified and is eligible to receive an award under applicable laws and rules.

If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.