



Government of the District of Columbia



HUMAN CARE AGREEMENT

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1. Human Care Agreement Number DCJM-2015-H-0001		2. Date of Award See Block 13C	3. Date Solicitation Issued August 11, 2014
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW, 4th Floor Washington, DC 20005-2720 202-730-1717 Fax: 202-730-1514		5. Administered by: Department on Disability Services Developmental Disabilities Administration 1125 – 15 th Street, NW, 8th Floor Washington, DC 20005-2726 Telephone: 202-730-1700 Fax: 202-730-1808	

6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Telephone: Fax: E-Mail:

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable 64 New York Ave. NE. 6th FL Washington, DC 20002-3359	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-9265	Vocational and Technical Trades Training and/or Certification Programs	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION TO BE CITED ON EACH TASK ORDER

11. TERM OF HUMAN CARE AGREEMENT

Starting Date: See Block 13 C	Ending Date: To be determined upon award, but not to exceed one (1) year
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Official Code § 2-354.06, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions for Use with District of Columbia Government Supply and Services Contracts, dated March 2007; and (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 constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR		13. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print)		A. Name of Contracting Officer (Type or print)	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE

(Base Year)

SECTION B

HUMAN CARE SERVICES AND SERVICE RATES

- B.1** The Government of the District of Columbia, Department on Disability Services (DDS), hereafter referred to as the “**District**,” is seeking to “pre-*qualify*” Providers of various vocational and technical trades services for DDS/RSA Consumers as described in Section C, in accordance with D.C. Official Code § 2-354.06.
- B.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit a price list of all courses of studies or certification courses available to RSA clients.
- B.3** The 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.
- B.4** Services shall be performed only as authorized by Task Orders issued under this Agreement. The Provider shall furnish to the Government of the District of Columbia, the services specified in the Schedule, when and if ordered.
- B.5** An offeror responding to this solicitation must submit with its proposal, a notarized statement detailing any subcontracting plan required by law. Proposals responding to this HCA shall be deemed nonresponsive and shall be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with Section H.10.1.

HUMAN CARE SERVICE RATES

B.6 PRICE SCHEDULE

B.6.1 BASE YEAR (See also Section G.3.6)

<u>CLIN</u> (Contract Line Item Number)	<u>SERVICE DESCRIPTION</u> FACILITY EXPENSES	Per course, semester, year or other unit	(per client)
0001	Tuition (Please Attach Fee Schedule for all Services or provide link published fees on web)		
	Other Education Related Expenses (Please Attach)		\$_____
	Cost Reimbursement Assistive Technology/Device	Not to Exceed per client	\$800

B.6.2 A base year and up to four (4) option years may be approved through this agreement. Provider must submit rates approved by the rate regulating body at least 60 days prior to the anniversary date of the qualification letter issued by the District.

SECTION C

HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICES

C.1 BACKGROUND

C.1.1 The District of Columbia Department on Disability (DDS), Rehabilitation Services Administration (RSA) is seeking to “*qualify*” Providers of various vocational and technical trades for DDS/RSA Consumers. DDS/RSA is mandated by Title 1 of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L 105-220 to assist DDS/RSA Consumers with disabilities to prepare for secure, retain or regain employment that is consistent with the Consumers’ unique strengths, resources, priorities, concerns, abilities, capabilities interests and informed choice. Each Provider shall provide services, which are required for the Consumers to accomplish vocational goals to facilitate gainful Employment goals.

C1.2 As part of the requirement to achieve this mandate, DDS/RSA is seeking qualify Providers of vocational and technical trades training and/or certification programs that are needed to improve the chances of integrated gainful employment for RSA Consumers.

C.2 SCOPE

C.2.1 Subject to the continuing availability of funds, the District may purchase and the Provider shall provide the technical and vocational trade programs as noted in section B

C.2.2 The technical or vocational programs shall be licensed, certified and accredited institutions. This term means a trade, technical or vocational school in the United States that provides education on a postsecondary level and is accredited by:

C.2.2.1 A nationally recognized accrediting agency or association, or

C. 2.2.2 An accrediting agency or association recognized by the Secretary of Education (Authority: 10 U.S.C. 2143(c))

C.3 APPLICABLE DOCUMENTS

Item #	Document Type	Document Title	Publication Date	Document Link
1	Regulation	Rehabilitation Act as Amended	1973	http://www2.ed.gov/policy/speced/reg/

				narrative.html
2	Regulation	Americans with disabilities Act As Amended	1990	http://www.eeoc.gov/laws/statutes/ada.cfm

C.3.1 Compliance with Laws

C.3.2 As a condition of the District’s determination of eligibility to perform 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 agreement.

C.4 DEFINITIONS

C.4.2 Accreditation: Accreditation is a process where educational programs or institutions are reviewed to determine if they meet certain standards of quality. Accreditation is not a ranking system but an assurance that a program or institution meets established quality standards.

C.4.3 CA: Contracts Administrator (formerly known as the COTR)

C.4.4 Certification: The confirmation that some fact or statement is true through the use of documentary evidence.

C.4.5 Disability: Physical, mental or emotional impairment, certified by a licensed professional that affects negatively on one’s ability to prepare for, secure, regain or retain employment.

C.4.6 Licensed: Official or legal permission to do or own a specified thing.

C.4.7 Provider: A consultant, vendor ,or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a Human Care Agreement (HCA) with the District.

C.4.8 Referral: The designated State unit must establish and implement standards for the prompt and equitable handling of referrals of individuals for vocational rehabilitation services, including referrals of individuals made through the One-Stop service delivery systems established under section 121 of the Workforce Investment Act of 1998.

C.5 REQUIREMENTS

The Provider must meet the Department of Education requirement to accept students that receive federal funding from Pell Grants or other forms of financial aid.

C.6 CONSUMER REFERRAL PROCESS

C.6.1 Once the VR Counselor initiates the referral to the Provider, the Provider shall respond to the VR Counselor within two (2) business days acknowledging receipt of authorization via electronic transfer.

C.6.2 If the Provider accepts a referral, the Provider must schedule the appointment with a DDS/RSA Consumer within a reasonable time, usually within ten (10) business days and provide entrance examination or evaluation to determine if the Consumer has the academic and aptitude skills to complete the program.

C.7 METHOD OF SERVICE DELIVERY

- C.7.1** Provider shall send a letter of admission and acceptance letter to the Vocational Rehabilitation (VR) Counselor indicating starting and completion date within ten (10) business days upon receiving a referral via electronic transfer.
- C.7.2** Provider shall have a daily sign-in time sheet for each Consumer to be placed in his/her progress folder or electronic Record.
- C.7.3** Provider shall provide only services denoted in the authorization/referral.
- C.7.4** Provider shall provide a monthly progress report on the tenth (10th) of each month on the academic performance of the consumer, attendance record, participation record and other pertinent information relating to Consumer's general progress in the program to the VR Counselor who referred the Consumer to the program.
- C.7.5** Compliance with Service Rates
- C.7.6** All human care services shall be provided and the District shall only pay, in accordance with the service fees shown in Part 1, Section Human Care (HCA) Services and Service Fees upon acceptance of deliverables as required.
- C.7.7** If any overpayment occurs, the Provider shall repay the District the full amount of the overpayment within ten (10) business days.
- C.7.8** The Provider shall be bound by its budget submitted as a part of the Human Care Agreement and approved by the District as a Provider's best and offer.
- C.7.9** Under no circumstances shall a Provider meet with a Consumer in advance of receiving the written referral, authorization and a purchase order reflecting adequate funding for services to be provided.

C.8 SERVICE PLANS

- C.8.1** The provider shall adhere to its service plan that includes their methodology for providing the services states in section C.
- C.8.2** The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the CA within five (5) days of the organizational change via electronic transfer.

C.9 ELIGIBILITY

- C.9.1** Eligibility to provide services under this 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, and Section 1905.6

C.10 DISTRICT RESPONSIBILITIES

- C.10.1** A DDS/RSA Vocational Rehabilitation (VR) Counselor will submit to the Provider the authorization with the exact detail of service and price via electronic transfer.

The District will provide the Provider with Referrals for services form DDS/RSA Authorization bearing the signature of the CA and the purchase order obligating the funds to cover the cost of services provided.

C.10.2 The District will be financially responsible for only those specified listed in the referral packet as services needed by the Consumer and required of the Provider, each of which must be authorized prior to the provision of services.

C.10.3 The District will complete a Consumer referrals packet (see attachment#1), which will include Consumer's name, the type of evaluation(s) and copies of DDS/RSA authorizations to cover the Evaluations.

C.10.4 PERFORMANCE STANDARDS/QUALITY ASSURANCE

C.10.4.1 DDS/RSA will conduct quarterly monitoring visits to measure compliance to standards related to the Provider demonstrating programmatic effectiveness, efficiency and Consumer satisfaction with services delivery. DDS/RSA Monitors will review each client's financial aids, academic progress, attendance, attrition and forward the report to the VR Counselor and CA.

C.10.4.2 The Provider may determine the method of evaluation but it shall, at a minimum include the following factors- Program Goals, Service Objectives, Outcomes, Measures, and Consumer Satisfaction.

SECTION D: PACKAGING AND MARKING

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.2)

SECTION E: INSPECTION AND ACCEPTANCE

The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007. (Attachment J.2)

SECTION F

HUMAN CARE SERVICE ADMINISTRATION AND PERFORMANCE

F.1 Term of Agreement

- F.1.1** The term of this Human Care Agreement shall be for a period of up to one base year from the date of award, subject to the availability of funds for any period beyond the end of the District's fiscal year, which begins on October 1, in which this Agreement is awarded.
- F.1.2** The District may terminate this Human Care Agreement in accordance with sections 8 and 27 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as "Standard Contract Provisions", or exercise sanctions in accordance with DDS policy, if the Provider fails to perform its obligations under this Human Care Agreement in accordance with this Human Care Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

F.2 Agreement Not a Commitment of Funds or Commitment to Purchase

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

F.3 Option to Extend Term of the Agreement

- F.3.1** The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or multiple successive fractions thereof, by written notice to the Provider prior to the expiration of the Human Care Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirement by providing a written notice to the Contracting Officer.
- F.3.3** The extended Human Care Agreement shall be considered to include this option provision if the District exercises an option.
- F.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause, shall not exceed five (5) years.

F.4 Option to Extend Services

Notwithstanding Section F.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the contract. The Contracting Officer may exercise the option by written notice to the Contractor at least thirty (30) days before the Human Care Agreement expires.

*****NOTHING FOLLOWS ON THIS PAGE*****

SECTION G

CONTRACT ADMINISTRATION

G.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

G.1.1 Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing a human care agreement or contract, and all other documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Ms. Marsha Robinson
Department on Disability Services
Office of Contracts and Procurement
Contracting Officer
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1628
Facsimile Number: (202) 730-1514
E-Mail: Marsha.Robinson@dc.gov

G.1.2 Contact Persons. The cognizant Contract Specialist is:

Ms. Monica Brown
Department on Disability Services
Office of Contracts and Procurement
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1861
Facsimile Number: (202) 730-1514
E-mail: Monica.Brown4@dc.gov

G.2 CONTRACT ADMINISTRATOR (CA)

G.2.1 The Contract Administrator (CA) will have the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

G.2.1.1 Keeping the Contracting Officer (CO) fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;

G.2.1.2 Coordinating site entry for Contractor personnel, if applicable;

G.2.1.3 Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;

G.2.1.4 Reviewing and approving invoices for deliverables to ensure receipt of goods and

services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and

G.2.1.5 Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoices/vouchers.

G.2.1.6 The address and telephone number of the Contracting Officer's Technical Representative is as follows:

Edmond Neboh and Siavosh Hedayati
Rehabilitation Services Administration
1125 15th Street, NW
9th Floor
Washington, DC 20005
Telephone Number: (202) 442-8738
Facsimile Number: (202) 442-8725

E-Mail: Edmund.Neboh@dc.gov and Siavosh.Hedayati@dc.gov

G.2.2 It is understood and agreed, in particular, that the CA shall NOT have the authority to:

G.2.2.1 Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments, or modifications;

G.2.2.2 Grant deviations from or waive any of the terms and conditions of the contract;

G.2.2.3 Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract, or authorize the expenditure of funds by the Contractor;

G.2.2.4 Change the period of performance; or

G.2.2.5 Authorize the furnishing of District property, except as specified under the contract.

G.2.3 The Contractor may be held fully responsible for any change not authorized in advance, in writing, by the Contracting Officer, and may be denied compensation or other relief for any additional work performed that is not so authorized, any may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

G.3 ORDERING AND PAYMENT

G.3.1 The Provider **shall not** provide services under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service that is signed by a Contracting Officer.

G.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

G.3.3 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.

G.3.4 The Provider shall forward or submit all monthly invoices for services or treatment to the agency, office, or program requesting the specified human care service, and as specified in the purchase order/task order, the **Provider/Contractor shall submit original invoices, no later than the 5th business day of the month after services are delivered, to:**

**Office of the Chief Financial Officer
 Department on Disability Services
 Attn: Accounts Payable
 64 New York Ave. NE. 6th FL
 Washington, DC 20002-3359**

G.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- a. Provider name and address; name of individuals; location of individuals;
- b. Invoice date, number and the total amount due;
- c. Period or date of service;
- d. Description of service;
- e. Quantity of services provided or performed to include service, and the frequency and duration of each service;
- f. Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
- g. Purchase Order or Task Order Number;
- h. Human Care Agreement Number;
- i. Federal tax identification number;
- j. Any other supporting documentation or information, as required; and
- k. Name, title, telephone no., and signature of the preparer.

G.3.6 Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

DDS, as a District government agency, has a fiduciary responsibility to tax payers and citizens for the responsible distribution of District and federal funds. To that extent, RSA intends to only pay for services actually delivered and is, therefore, requesting to be invoice using the following structure: Payment Structure for trade and Technical Providers are to be divided into 3 installments for the duration of the Program.

Total Fee	1/3 of the payment or 30% when the client completes 1/3 instruction	1/3 of the payment or 30 % when the client has completed 2/3 of instruction	40% upon Completion of the Program
Option A:			
Option B:	Payment in Full upon completion of program		
Option C:	Contractor’s proposed fee schedule subject to negotiation		

G.3.7 First Source Agreement Request for Final Payment

- G.3.7.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.
- G.3.7.2** No final payment shall be made to the Providers 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 requirement.

G.4. Assignment of Contract Payments

- G.4.1** In accordance with 27 DCMR 3250, the Providers may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.
- G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party
- G.4.3** Notwithstanding an assignment of contract payments, the Providers, not the assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

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

G.5 The Quick Payment Clause

G.5.1 Interest Penalties to Providers

- G.5.1.1** The District will pay interest penalties on amounts due to the Providers 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 service is made on or before the 15th day after the required payment date for the service.
- G.5.1.2** Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount

G.5.2 Payments to Subcontractors

G.5.2.1 The Providers must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

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

G.5.2.2 The Providers 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 service is made on or before the 15th day after the required payment date for any service.

G.5.2.3 Any amount of an interest penalty that remains unpaid by the Providers at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

G.5.2.4 A dispute between the Providers and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.5.3 Subcontract requirements

G.5.3.1 The Providers shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

G.7 Authorized Changes by the Contracting Officer

G.7.1 Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing a human care agreement or contract, and all other documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to the above address.

G.7.2 The Providers shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.7.3 In the event the Providers effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no

adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

SECTION H

SPECIAL CONTRACT REQUIREMENTS

H.1 Hiring of District Residents as Apprentices and Trainees

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

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

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

H.2 Department of Labor Wage Determinations

In accordance with 29 CFR § 4.134(b), the Department of Labor Service Contract Act does not apply to this Human Care Agreement because the principal purpose is to provide room and board and not services.

H.3 Publicity

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

H.4 Freedom of Information Act

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

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

H.5 51% District Residents New Hires Requirements and First Source Employment Agreement

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

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

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

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

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

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

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

- (1) Document in a report to the CO its compliance with section H.5.4 of this clause; or

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

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

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

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

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

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

H.6 **Section 504 Of the Rehabilitation Act Of 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

H.7 Americans with Disabilities Act of 1990 (ADA)

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

H.8 Way to Work Amendment Act of 2006

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

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

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

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

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

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

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

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

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;

- (4) Contracts for services needed immediately to prevent or respond to a disaster or 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.
- H.8.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

H.9 HIPAA PRIVACY AND SECURITY COMPLIANCE (January 2010)

H.10 Subcontracting Requirements

H.10.1 Mandatory Subcontracting Requirements

H.10.1.1 For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

H.10.1.2 If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by

subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

H.10.1.3 A prime contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

H.10.2 **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.10.1. The prime contractor responding to this solicitation that is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Contracting Officer, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

H.10.2.1 A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.2.2 A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

H.10.2.3 The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

H.10.2.4 The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

H.10.2.5 A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

H.10.2.6 In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

H.10.2.7 Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;

H.10.2.8 A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and

assurances that the prime contractor will make such records available for review upon the District's request; and

H.10.2.9 A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.10.3 Subcontracting Plan Compliance Reporting

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21st of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

H.10.3.1 The dollar amount of the contract or procurement;

H.10.3.2 A brief description of the goods procured or the services contracted for;

H.10.3.3 The name of the business enterprise from which the goods were acquired or services contracted;

H.10.3.4 Whether the subcontractors to the contract are currently certified business enterprises;

H.10.3.5 The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;

H.10.3.6 A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and

H.10.3.7 A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

H.10.4 Subcontractor Standards

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.10.5 Enforcement and Penalties for Breach of Subcontracting Plan

H.10.5.1 If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions.

H.10.5.2 There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

H.10.5.3 A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

H.11 Provider Responsibilities

H.11.1 The Provider bears responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.

H.11.2 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.

SECTION I:

CONTRACT CLAUSES

I.1 Applicability of Standard Contract Provisions

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

I.2 Laws and Regulations Incorporated By Reference

By signing this Human Care Agreement, the Provider agrees and acknowledges its obligation to be bound by the provisions of the following laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws:

- I.2.1** D.C. Law 2-137, “the Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978,” D.C. Official Code § 7-1301.02 *et seq.* (2008 Repl.).
- I.2.2** In the *Evans* class action, Civil Action No. 76-0293, the parties negotiated and entered into consent orders in 1978, 1981, and 1983; there was a court-ordered plan in 1996; the parties negotiated and filed with the Court the “2001 Plan for Compliance and Conclusion of *Evans v. Williams*” (“2001 Plan”); and the parties entered into court-ordered 90-day plans in both 2005 and 2007. The *Evans* parties agreed to the “2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Williams*,” entered as an order by U.S. District Judge Ellen S. Huvelle on August 10, 2010, which requirements shall be applicable to all supports and services provided to *Evans* class members under this Human Care Agreement. The 2010 Revision synthesizes the various court orders into nine sets of outcome criteria for determining compliance aligned with the remaining five goals and underlying court orders.
- I.2.3** D.C. Law 17-249, the “Health-Care Decisions for Persons with Developmental Disabilities Amendment Act of 2008,” 55 D.C. Reg. 9206 (August 29, 2008).
- I.2.4** The Health-Care Facility Unlicensed Personnel Criminal Background Check Act of 1998, effective April 20, 1999 (D.C. Law 12-238), as amended by the Health-Care Facility Unlicensed Personnel Criminal Background Check Amendment Act of 2002, effective April 13, 2002 (D.C. Law 14-98; D.C. Official Code § 44-551 *et seq.*,
- I.2.5** The applicable portions of Chapter 9 and 19 of Title 29 DCMR, Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities, and of Chapter 35 of Title 22 DCMR, Group Homes for Persons with Intellectual Disabilities.

I.3 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 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. The Provider shall ensure that the protection of the consumer's record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room.

I.4 Access to Records

- I.4.1.** The Provider shall retain copies of 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.
- I.4.2.** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- I.4.3.** 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, in which kept, at all reasonable times for as long as records are retained.

I.5 Tax Compliance Certification

In signing and submitting this Agreement, 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 this Agreement.

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 Consent to Subcontracts

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

I.8 Insurance (March 2010)

A. GENERAL REQUIREMENTS. The Contractor shall acquire 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 Contracting Officer 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 Contracting Officer. 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 Contracting Officer 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 Contracting Officer 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 Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. 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. **Umbrella or Excess Liability Insurance.** The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
 6. **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 \$2,000,000 annual aggregate.
 7. **Crime Insurance (3rd Party Indemnity).** The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that 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.
 8. **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.
 9. **Environmental Liability Insurance.** The Contractor shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.
- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

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

DDS Contracting Officer
Department on Disability Services
1125 15th Street NW, 4th Floor
Washington, DC 20005-2720

Tina.Hill@dc.gov or faxed to (202) 730-1514 on behalf of the contact person shown in Section G.1.2

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

I.9 Equal Employment Opportunity

The Contractor shall comply with and maintain compliance with Equal Employment Opportunity provisions set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

I.10 Order of Precedence

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

- (1) The Human Care Agreement
- (2) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.
- (3) Department on Disability Services Policies and Procedures
- (4) The Human Care Agreement Contractor Qualifications Record.
- (5) The Task Order or Purchase Order.

I.11 Contracts in Excess of One Million Dollars

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

I.12 Governing Law

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

SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. **Attachments in bold must be completed and submitted with application.** *Unless otherwise indicated, references below are available at www.ocp.dc.gov - click on "Solicitation Attachments" under Vendor Support Center.*

- J.1. Human Care Agreement Contractor Qualifications Record, DDS Form 1900, (completed and executed) Form may be found at www.dds.dc.gov under About DDS, Contracts and Procurement, "Business Opportunities"**
- J.2. Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)**
- J.3. Equal Employment Opportunity Information Report and Mayor's Order 85-85**
- J.4. Department of Employment Services First Source Employment Agreement**
- J.5. Tax Certification Affidavit**
- J.6. Bidder/Offeror Certification**

SECTION K:

**REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF
OFFERORS**

Provider shall complete Bidder/Offeror Certification Form
available at www.ocp.dc.gov under Vendor Support Center,
click on “Solicitation Attachments”

SECTION L:

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Qualification of Providers and Award of Human Care Agreements

- L.1.1.** The District intends to pre-qualify providers and award multiple Human Care Agreements (HCA) 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 provider'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 provider is technically qualified and capable of providing the services will be based primarily upon the technical evaluation conducted by RSA program personnel.
- L.1.3.** Providers determined qualified by the technical evaluation panel will be forwarded to the Contracting Officer to be placed on a **qualification list**, eligible to be referred for selection by individuals supported by RSA for up to three (3) years.
- L.1.4.** The District will only enter into final negotiations to award a Human Care Agreement when (a) an individual supported by RSA has selected that provider and when all compliance documents in section J have been updated and approved by the Contracting Officer.
- L.1.5.** The District may award a Human Care Agreement on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Provider's best terms from a standpoint of cost or price, technical and other factors.

L.2 Proposal Organization and Content

- L.2.1** One original and one (1) copy of the written application for the Human Care Agreement shall be submitted. Applications shall be typewritten in 12-point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, in lieu of originals, however, offerors are required to submit electronic copies of applications to facilitate agency responses to Freedom of Information Act requests.

Each proposal shall be submitted in a sealed envelope conspicuously marked:

"Proposal in Response to Solicitation No. **DCJM-2015-H-0001**
for Human Care Agreement for Vocational and Technical Trades Training and/or Certification
Programs"

Prospective Providers may submit applications along with the completed Human Care Agreement Contractor Qualifications Record (CQR), to DDS through **2:00 p.m. on September 30, 2015.**

L.2.2 Providers 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 Provider must contain sufficient detail to provide a clear and concise representation of the provider's capability to provide the requirements as set forth in Section C. In addition, except as provided in L.2.3 below, the application shall include, the following:

- a. A Dun and Bradstreet number used to determine financial responsibility.
- b. Upon request, 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 DDS and conduct business regarding the provider's organization in the name of the organization. This information may be verified by the RSA Quality Unit.
- c. Upon request Complete written job descriptions covering all positions within the Provider'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.
- d. *Documentation that each staff person possesses adequate training, qualifications and competence to perform their assigned duties.
- e. *Resumes of work experience and personal references for key personnel.
- f. Provider 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 DDS COOP policy published on the DDS Internet website.

L.2.2.1 Provider Qualification:

C.5.1.1 The Provider shall be certified and accredited by a national accrediting Agency or Association recognized by the Secretary of Education and shall be licensed in the jurisdiction where services are provided.

C. 5.1.2 The Provider Shall maintain a qualified licensed professional in their field of service delivery, able to provide services within the District of Columbia Metropolitan area and shall be in good standing without suspension of license, accreditation or certification in the past five (5) years.

C.5.1.3 The Provider shall submit and maintain the minimum insurance requirements determined by the office of Risk Management (ORM) for the District of Columbia Providers found in Section I.8.

- C.5.1.4** Providers must submit a completed Contractor Qualification Record (CQR) as a record of licenses, accreditation, certifications, and legal status disclosures.
- C.5.1.5** The Provider shall be fully authorized and licensed under the Secretary of Education and the District of Columbia Metropolitan area to issue a valid certificate or license to Consumers who successfully accomplish the training program.
- L.2.3** **CURRENT PROVIDERS IN GOOD STANDING THAT HAVE SATISFACTORILY COMPLETED PROVIDER CERTIFICATION REVIEWS FOR SUPPORTED LIVING, RESIDENTIAL HABILITATION AND HOST HOME SERVICES WITHIN THE PAST 12 MONTHS MAY SUBMIT ABBREVIATED APPLICATIONS, EXCLUDING THE ITEMS MARKED WITH AN ASTERISK (*) ABOVE.**

L.3 **Proposal Submission Date and Time Late Submissions, Late Modifications, Withdrawal or Modification of Proposals and Late Proposals**

L.3.1. Proposal Submission

- a. Proposals must be submitted no later than **2:00 p.m. on September 30, 2015**. Proposals, modifications to proposals, or requests for withdrawals that are received in the designated District office after the exact local time specified above, are "late" and shall be considered only if they are received before the award is made and one (1) or more of the following circumstances apply:
- (a) The proposal or modification was sent by registered or certified mail not later than the fifth (5th) day before the date specified for receipt of offers;
 - (b) The proposal or modification was sent by mail and it is determined by the CO that the late receipt at the location specified in the solicitation was caused by mishandling by the District, or
 - (c) The proposal is the only proposal received.

L.3.2. Withdrawal or Modification of Proposals

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

L.3.3. Postmarks

- a. The only acceptable evidence to establish the date of a late proposal, late modification or late withdrawal sent either by registered or certified mail shall be a U.S. or Canadian Postal Service postmark on the wrapper or on the original receipt from the U.S. or Canadian Postal Service. If neither postmark shows a legible date, the proposal, modification or request for withdrawal shall be deemed to have been mailed late. When

the postmark shows the date but not the hour, the time is presumed to be the last minute of the date shown. If no date is shown on the postmark, the proposal shall be considered late unless the offeror can furnish evidence from the postal authorities of timely mailing.

L.3.4. Late Modifications

- a. 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.3.5. Late Proposals

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

L.4 Explanation to Prospective Offerors

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question in writing to the contact person, identified on page one. The prospective offeror shall submit questions no later than ten days prior to the closing date and time indicated for this solicitation. The District will not consider any questions received less than ten days before the date set for submission of proposals. The District will furnish responses promptly to all prospective offerors. 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 Restriction on Disclosure and Use of Data

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

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

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

L.5.2 Mark each sheet of data it wishes to restrict with the following legend:

“Use or disclosure of data contained on this sheet is subject to the restriction on the title page of this proposal.”

L.6 Proposal Protests

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

L.7 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.8 Unnecessarily Elaborate Proposals

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

L.9 Retention of Human Care Agreement Applications

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

L.10 Proposal Costs

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

L.11 Certificates of Insurance

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

L.12 Acknowledgement of Amendments

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

L.13 Best and Final Offers

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

L.14 Familiarization with Conditions

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties 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.15 General Standards of Responsibility

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

- (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 prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.

SECTION M - EVALUATION FACTORS

M.1 EVALUATION FOR AWARD

Human Care Agreements will be awarded to the qualified and responsible applicant(s) whose application(s) are most advantageous to the District, based upon the evaluation and qualification process set forth in Section L.1.

M.4 EVALUATION OF OPTION YEARS

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

M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES

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

M.5.1 Application of Preferences

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

- M.5.1.1** Any prime contractor that is a small business enterprise (SBE) certified by the Department of Small and Local Business Development (DSLBD) will receive the addition of three points on a 100-point scale added to the overall score for proposals submitted by the SBE in response to this Request for Proposals (RFP).
- M.5.1.2** Any prime contractor that is a resident-owned business (ROB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the ROB in response to this RFP.
- M.5.1.3** Any prime contractor that is a longtime resident business (LRB) certified by DSLBD will receive the addition of five points on a 100-point scale added to the overall score for proposals submitted by the LRB in response to this RFP.
- M.5.1.4** Any prime contractor that is a local business enterprise (LBE) certified by DSLBD will receive the addition of two points on a 100-point scale added to the overall score for proposals submitted by the LBE in response to this RFP.

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

M.5.2 Maximum Preference Awarded

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

M.5.3 Preferences for Certified Joint Ventures

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

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

- M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the offeror's certification with DSLBD, and the offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.
- M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

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

M.5.4.3 All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT

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

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