

HUMAN CARE AGREEMENT				Page of Pages 1 44		
1. Human Care Agreement Number DCJM-2015-H-0032		2. Date of Award	3a. Date Solicitation Issued June 19, 2015	3b. Date Solicitation Closes July 20, 2015		
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 2nd Floor Washington, DC 20005-2717		5. Administered by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street, NW., 2nd Floor Washington, DC 20005-2717 202-730-1717 Fax 202-730-1514				
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: Department on Disability Services Office of the Controller, 6 th Floor 64 New York Avenue, NW Washington, DC 20002			8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6			
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
	952-0000	Day Program Day Habilitation	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. PERIOD OF HUMAN CARE AGREEMENT						
Starting Date: Date of Award			Ending Date: one year after date of award			
HUMAN CARE AGREEMENT SIGNATURES						
Pursuant to the authority provided in DC Law 13-155, 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; (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) Marsha Robinson Contracting Officer			
B. Authorized Signature of the PROVIDER/CONTRACTOR:		C. DATE	B. Signature of CONTRACTING OFFICER:ac		C. DATE	
(Base Year)						

PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Office of Contracting and Procurement, on behalf of the Department on Disability Services (DDS), Developmental Disabilities Administration (DDA) hereafter referred to as the “**District**,” is seeking Medicaid Waiver (Waiver) approved Day Program Providers to enter into human care agreements (HCA) for the purchase of Day Program Services, to include Day Habilitation Service to persons with disabilities pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a).

- B.1** This is a human care agreement based on fixed-unit prices approved by, and proposed by DDS to, The Department of Health Care Finance (DHCF) Medicaid Waiver rates for Day Habilitation services. The Provider shall provide services in accordance with their proposal and Section C as specified herein and at the prices specified in Section B.4 Price Schedule. .
- B.2** 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.3** 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.4 PRICE SCHEDULE

BASE YEAR DAY PROGRAM SERVICES PER INDIVIDUAL (DDA)

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT PER PERSON</u>	<u>SERVICE RATE</u>
0001A	Day Habilitation Large Group	Hour	\$21.74
0001B	Day Habilitation Small Group	Hour	\$32.82
0002	One (1) Meal (natural home)	Day	\$_____
0003	One (1) Meals (natural home delivered by vendor)	Day	\$_____

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Background

- C.1.1** This is a recurring service.
- C.1.2** The Department on Disability Services, Developmental Disabilities Administration (DDA) is mandated by Title I of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220; D.C. Law 16-264, the “Department on Disability Services Establishment Act of 2006,” D.C. Official Code § 7-761.01 *et seq.*, effective March 14, 2007; and D.C. Law 2-137, the “Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978,” effective March 3, 1979, D.C. Official Code §7-1301.01, *et seq.*, as amended.
- C.1.3** In July 2010, in the United States District Court for the District of Columbia, the parties agreed to the 2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Bowser*, which shall be applicable to all services provided to Evans clients under this Human Care Agreement
- C.1.4** The District Developmental Disabilities Administration (DDA) is required to:
- C.1.4.1** Assist individuals with disabilities in becoming self-sufficient, independent in the home and community by empowering such persons to choose, prepare for, secure, regain or retain gainful employment through the provision of authorized, supported employment services and independent living services;
- C.1.4.2** Perform quality disability determinations of claims and application for Social Security Disability Insurance (SSDI) and Supplemental Security Income (SSI)
- C.1.5** DDA provides services to persons who have been determined by DDA to have the presence of a disability that causes an impediment to employment or independent living and that requires rehabilitation services for amelioration that will lead to employment or improved independence in the home and/or community. Individuals served by DDA are viewed as independent entities and have individualized Person Centered Plans (PCP's) tailored specifically to their own needs. Placements of individuals are based on Individual Service Plans (ISP) that is monitored by the DDA Case Coordinator. The provider of day program service is responsible for developing an Individual Program Plan (IPP), which is compatible with the ISP and demonstrates how the provider will meet the goals and objectives of the ISP and task order of the Human Care Agreement.
- C.1.6** The individuals shall be either presently involved in the DDA program for services, or in need of such services and are eligible to receive vocational rehabilitation services and are residents of the District of Columbia. Some of the individuals referred may have multiple disabilities, both physical and/or mental. In addition, the individuals may be unable to speak English and may require a language translator, while other individuals may require an interpreter who uses American Sign Language. The languages of the non-English

speaking population referred may include but not be limited to Spanish, French, Portuguese, Amharic, Mandarin, Taiwanese, Cantonese, and Vietnamese.

C.2 Scope of Human Care Service

C.2.1 The Provider shall provide the labor, equipment, supplies, facilities and related resources that is necessary to satisfactorily provide the, Day Habilitation programs required herein; that includes a nursing component to the service for the purpose of administering medication, and staff training and monitoring of waiver participants' Health Care Management Plans and includes providing one nutritionally adequate meal per day for people who live independently or with their families and who select to receive a meal. Inconsideration of the services being provided satisfactorily the District shall pay the Contractor according to the Medicare Waiver rates proposed to the Department of Healthcare Finance to be included in the in the Human Care Agreement as mutually agreed upon by the Provider and the District.

C.2.2 The purpose of this contract is to continue recurring services to DDA individuals currently enrolled in existing day programs and to provide an opportunity for day programs services for future DDA Individuals. Specifically, the Provider shall provide day habilitation services, that include a registered nurse component to the service for the purpose of administering medication, staff training and monitoring of waiver participants' Health Care Management Plans. The provider shall provide one nutritionally adequate meal per day for people who live independently or with their families and who select to receive a meal to the Home and Community Based wavier participants. These services shall be delivered every workday, Monday through Friday, throughout the year except on scheduled Provider closings, which includes, but may not be limited to, federal holidays. The services shall be delineated in the Task Order issued pursuant to this Human Care Agreement in concert with the Individual Support Plan (ISP), which shall allow individuals to be served more choices.

C.4. Definitions

C.4.1 **Disability** - physical, mental or emotional impairment, certified by a licensed professional that affects negatively one's ability to prepare for, secure, regain or retain employment.

C.4.2 **Eligibility** - Presence of a significant disability, which results in a substantial impediment to employment; however, there must be a reasonable expectation of employability if supported employment services are to be provided.

C.4.3 **Human Care Services** - Education, or special education, health, human, or social services to be provided directly to individuals with disabilities and to individuals who are disadvantaged, displaced, elderly, indigent, mentally impaired, physically impaired, unemployed, or minors in the custody of the District of Columbia..

C.4.4 **Individual/client** - One who is known to DDA and meets the eligibility requirements of this agency.

- C.4.5 Individual Record/Case Record** - A compilation of data that is developed in a logical, coherent, and readily understandable fashion that is consistent with the agency's format that provides the basis for planning and evaluating the individual's current status, their progress towards employment rehabilitation, and the nature of all services provided or secured for the individual.
- C.4.6 Individual Support Plan (ISP)** means a written plan developed by a planning team chosen, whenever possible, by the individual with developmental disabilities or his/her guardian. The ISP serves as the single document that integrates all supports a person may receive irrespective of where the person resides. The ISP integrates the Plan of Care (POC) required by the District of Columbia's Home and Community-Based Waiver (HCBW) and the plan of care required by Medicaid for nursing for services delivered under those two programs. The ISP presents the measurable goals and objectives identified as required for meeting the person's preferences, choices, and desired outcomes. The ISP also addresses the provision of safe, secure and dependable supports that are necessary for the person's well being, independence and social inclusion.
- 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 with the District.
- C.4.8 Plan of Care** - a written service plan that meets the requirements set forth in Section 1904.4 of Title 29 DCMR, is signed by the person receiving services and is used to prior authorize Waiver services.
- C.4.9 Significant and Persistent Mental Illness** - persons who have received psychiatric treatment and who require on-going psychiatric support in order to perform activities of daily living.
- C.4.10 Staff**- means the employees, contractors, or subcontractors of direct service agencies.
- C.4.11 Service Coordinator**- means to provide case management services to individuals and their families; participates actively in the coordination and development of individual habilitation plans; identifies and coordinates the delivery of all services required by the individuals; monitoring customer progress, the appropriateness of current living arrangement and other customer services; participates in the matching and selection of customers with community residences and day programs; provides crisis intervention; plays a major role in court hearing.
- C.4.12 Task Order** -An order for services placed against an established Human Care Agreement by issuing a purchase order,

C.4.13 **Training** -means a systematic and organized presentation of information that promotes on-the-job application of targeted competencies (i.e., applicable awareness, knowledge, and skills). Training, by definition, is not limited to a classroom environment. It can also consist of self-study training manuals, computer-based training programs, ‘hands-on’ application and on-the-job shadowing and monitoring, etc. To be effective, training needs to be applied to the job with the support of the agency.

C.5. General Requirements

C.5.1 Providers shall adhere to all components of the DDS/DDA Competency-Based Training requirements and must demonstrate that all staff is completely and accurately trained in Phases 1 and 2 of the training requirement as outlined on the following website: <https://sites.google.com/a/dc.gov/dds-documents/dda-provider-training>. Within two weeks of hire, registered nurses are required to complete the DDS Online Nurse Competency Training Modules and the return demonstration exercises with the nurse educator. The modules are located on the Georgetown University Center for Child and Human Development website:
<http://www.gucchdgeorgetown.net/ucedd/DDA/NursingModules.html>.

C.5.2 The Provider shall adhere to the rules and guidelines applicable to the DDS Home and Community Based Services program (HCBS); the rules for Day Habilitation, and the scope of services delineated in this HCA

C.5.3 The Provider shall adhere to all mandatory policies and procedures established by DDS

C.5.4 The Provider(s) shall employ and maintain the staff necessary for performance of this human care agreement once a task order is issued. Staff shall have the requisite qualifications to provide services to the population (s) designated by the Human Care Agreement **Contractor Qualification Record (CQR)**, which is incorporated into the Agreement as Attachment 1.

C.5.5 The Provider(s) shall maintain complete written job descriptions covering all positions within the program, which must be included in the Provider’s files and be available for inspection on request. Job descriptions shall include education, experience, and/or licensing/certification criteria, a description of duties and responsibilities, hours of work, salary range, and performance evaluation criteria. When hiring staff to provide the services under this HCA, the Provider(s) shall obtain and document written work experience and personal references.

C.5.6 The Provider(s) shall maintain an individual personnel file for each staff person which contains the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's actions with respect to the allegations, and date and reason if terminated from employment.

All of these personnel materials shall be made available to appropriate personnel of DHCF, DDS and other authorized agents of the District of Columbia government or of other jurisdictions where services are provided, and the federal government full access to all records during announced and unannounced audits and reviews

C.5.7 The Provider(s) shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, and policies and practices to be adhered to under this agreement within the first week of employment.

C.5.8 The Provider(s) shall maintain a continuous log with entries by date and time, which includes staff on duty and incidents of illness, discipline, rule violation, and management of facility problems, which must be signed by the person with major duty responsibility.

C.5 **Compliance with Service Rates**

C.5.1 All human care services shall be provided, and the District shall only pay, in accordance with the service fees shown in Part 1, Section B, Human Care Services

C.5.2 If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

C.6 **Method of Delivery of Services**

The Provider shall provide no human care service unless and until the District makes an official referral to the Provider, and a purchase order/task order is issued to the Provider

C.7 **Client Records**

C.7.1 The Provider shall maintain a record on each individual in the program including but not limited to, progress reports, financial records, medical records, treatment records, and any other documentation relating to costs, payments received and made, and services provided, for six (6) years from service initiation or until all audits, investigations, or reviews are completed, whichever is longer. The records must be complete, accurate and properly organized. Individual records shall be confidential and maintained in a locked area. Access to the individual records shall be in accordance with Federal and District laws and established DDS policies, all of which will be explained or provided to Provider(s) by the contract administrator (CA) upon award. Individual records shall include the following:

C.7.1.1 General information including each person's name, Medicaid identification number, address, telephone number, date of birth, sex, name and telephone number of emergency contact person, physician's name, address and telephone number, and the DDS Service Coordinator's name and telephone number;

- C.7.1.2** A copy of the most recent DDS approved ISP and Plan of Care indicating the requirement for and identification of a provider who shall provide the services in accordance with the person's needs;
- C.7.1.3** A record of all service authorization and prior authorizations for services;
- C.7.1.4** A record of all requests for change in services;
- C.7.1.5** The person's medical records;
- C.7.1.6** A discharge summary;
- C.7.1.7** A written staffing plan;
- C.7.1.8** A back-up plan detailing who shall provide services in the absence of staff when the lack of immediate care poses a serious threat to the person's health and welfare;
- C.7.1.9** Any records necessary to demonstrate compliance with all rules and requirements, guidelines, and standards for the implementation and administration of the program

C.7.1.10 Electronic Records

If the provider maintains electronic records, the electronic records shall be immediately available in an established electronic record keeping system. The electronic record keeping system shall meet the following requirements:

- C.7.1.10.1** Have reasonable controls to ensure the integrity, accuracy, authenticity, and reliability of the records kept in electronic format;
- C.7.1.10.2** Be capable of retaining, preserving, retrieving, and reproducing the electronic records;
- C.7.1.10.3** Be able to readily convert paper originals stored in electronic format back into legible and readable paper copies;
- C.7.1.10.4** Be able to create back-up electronic file copies; and
- C.7.1.10.5** Provide the appropriate level of security for records to comply with federal requirements for safeguarding information.

C.7.2 Access to Records

- C.7.2.1** 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 six (6) 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 six (6) 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. Access to the individual records shall be in accordance with Federal

and District laws and established DDA policies, all of which will be explained or provided to Provider(s) by the COTR upon award.

C.7.2.2 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.

C.7.2.3 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.

C.8 **REPORTS**

C.8.1 The Provider shall submit the following reports to the CA

C.8.1.2 a monthly Progress Report on each individual that defines his or her progress to date;

C.8.1.3 a quarterly Progress Report that is cumulative of the monthly Progress Reports;

C.8.1.4 a final Progress Report on each individual; and

C.8.1.5 reports of all unusual incidents, including allegations of abuse or neglect, involving each individual that is provided services or treatment by the Provider.

C.8.2 **Eligibility**

C.8.2.1 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, Section 1905.6.

C.8.2.2 The provider must submit evidence of status Medicaid Waiver Day Program certification.

C.9 **Compliance with Laws**

As a condition of the District's obligation 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. The Provider shall inform DDS immediately of inability to maintain acceptable compliance with applicable laws.

C.10 **Deliverables**

The Provider shall provide the deliverables as required in the individual task orders and reports required in the HCA.

C.11 **Service Plan**

C.11.1 The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.

C.11.2 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 COTR within 5 days of the organizational change.

C.12 **District Responsibilities**

C.12.1 The District will provide the Provider with Referral for Services Form -1336 bearing the signature of the CA.

C.12.2 reports on psychological evaluations, available medical history, available family and school information, and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider, to facilitate provision of services.

C.12.1 Be financially responsible for only those specific services listed on the Individualized Plan for Employment (IPE) as services needed by the client and required of the Provider, each of which must be authorized prior to the provision of services.

C.12.2 The District will make the Provider aware of Federal and District laws and established DDA policies pertaining to maintaining individual records through direct discussion, providing certain copies of policies and explaining how the Provider may obtain copies of the Federal and District laws.

C.12.3 The District will provide to the Provider for each individual ISP

SECTION D

HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

D.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, and successful completion of Basic Assurance Standards and Certification Standards.

D.1.2 The District may terminate this 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", if the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

D.2 Agreement Not Commitment of Funds or Commitment to Purchase

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

D.3 Option to Extend Term of the Agreement

D.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 Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the 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.

D.3.2 The extended human care agreement shall be considered to include this option provision if the District exercises an option.

D.3.3 The total duration of this Agreement including the exercise of any options under this clause, shall not exceed four (4) years.

D.4 Option To Extend Services

- D.4.1** Notwithstanding Section D.3.3 above, the District may require continued performance of any services within the limits and at the rates specified in the HCA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor or the District of Columbia Department of Employment Services (DOES). This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed twelve (12) months. The Contracting Officer may exercise the option by written notice to the Provider at least thirty (30) days before the Agreement expires.
- D.4.2** The service rates for the option periods shall be as specified in Part I, The Service Rate, Section B.
- D.4.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.4.4** Should the District exercise the Human care Agreement option for option number 3, the Provider may be required to complete a new Contractor Qualification Record.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION**E.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION**

- E.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
E-Mail: Marsha.Robinson@dc.gov

E.1.2 Contract Specialist.

The Contract Specialist assigned in the Office of Contracts and Procurement is:

Monica Brown
Contract Specialist
Telephone: (202) 730-1861
Email Address: Monica.Brown4@dc.gov

The contract specialist will be the primary point of contact for questions concerning the solicitation, task orders and post-award responsibilities not delegated to the CA.

E.2 Contract Administrator (CA)

- E.2.1** The CA is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement.

E.3 Ordering and Payment

- E.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 or treatment that is signed by a Contracting Officer.
- E.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.

E.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.

E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in the purchase order/task order, **“Provider/Contractor Shall Submit All Invoices To.”**

Department on Disability Services
Office of the Controller, 6th Floor
64 New York Avenue, NW
Washington, DC 20002

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

- E.3.5.1** Provider name and address; name of individuals; location of individuals;
- E.3.5.2** Invoice date, number and the total amount due;
- E.3.5.3** Period or date of service;
- E.3.5.4** Description of service;
- E.3.5.5** Quantity of services provided or performed to include service, and the frequency and duration of each service;
- E.3.5.6** Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
- E.3.5.7** Purchase Order or Task Order Number;
- E.3.5.8** Human Care Agreement Number;
- E.3.5.9** Federal tax identification number;
- E.3.5.10** Any other supporting documentation or information, as required; and
- E.3.5.11** Name, title, telephone no., and signature of the preparer.

E.3.6 Payment shall be made only after performance by the Provider under this 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.

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 March 2007, hereafter referred to as the “Standard Contract Provisions” are attached and 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 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

By signing this 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:

F2.1 The Rehabilitation Act of 1973, as amended, Title 6, Part B- Supported Employment <http://www.ed.gov/policy/speed/red/narrative.html>- link to Rehabilitation Act

F.2.2 District of Columbia Municipal Regulations, Title 29, Public Welfare, Chapter 1

F.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 these 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

F.4 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. Office of Tax and Revenue and DOES tax compliance will be verified annually before an option is exercised.

F.5 AMENDMENTS

This Agreement 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 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. The Contracting Officer may make purely clerical or administrative corrections by amendment in writing to the Agreement with written notice to the Provider.

F.6 SUBCONTRACTS

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 to utilize Department of Small and Local Business Development (DSLBD) certified businesses that is required by the law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to an SBE/CBE. The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractors 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 Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Agreement.

F.7 PROVIDER RESPONSIBILITY

F.7.1 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.

F.7.2 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.8 Drug-Free Work Place Clause

In agreements funded with federal funds, in signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the provider has received a signed copy of the Drug-Free Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT:

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

G.2 INVOICE SUBMITTAL

- G.2.1** The Provider shall submit proper invoices on a monthly basis or as otherwise specified in Section **G.4**. Invoices shall be prepared in duplicate and submitted to the agency Chief Financial Officer with concurrent copies to the Business Services Unit at rsa.invoice@dc.gov specified in Section **G.9** below. On or before the tenth (10th) of the preceding month, the Provider shall submit all Invoices to:

Department on Disability Services OCFO/ Accounts
Payable
Office of the Controller/Agency CFO
64 New York Avenue NE
6th Floor
Washington, DC 20002

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

G.2.2.7 Name, title, phone number and mailing address of person (if different from the person identified in **G.2.2.6** above) to be notified in the event of a defective invoice; and

G.2.2.8 Authorized signature.

G.3 **FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT**

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

G.3.2 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.

G.4 **PAYMENT**

G.4.1 After the completion of reports within fifteen (15) business days, the Provider shall invoice the District (See Section **G.1**). Proper invoice shall include the dates/times and title of evaluations that were provided. Invoices shall be sent to the CFO office and a copy to the Contract Administrator (CA). The Provider shall send a copy of an invoice and an evaluation report to the VRS.

G.5 **ASSIGNMENT OF CONTRACT PAYMENTS**

G.5.1 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 contract.

G.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one (1) party.

G.5.3 Notwithstanding an assignment of contract 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:

G.5.4 "Pursuant to the instrument of assignment dated _____, make payment of this invoice to (name and address of assignee)."

G.6 **THE QUICK PAYMENT CLAUSE**

G.6.1 **Interest Penalties to Contractors**

G.6.1.1 The District will pay interest penalties on amounts due to the 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:

G.6.1.1.1 The 3rd day after the required payment date for meat or a meat product;

G.6.1.1.2 The 5th day after the required payment date for an agricultural commodity; or

G.6.1.1.3 The 15th day after the required payment date for any other item.

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

G.6.2 **Payments to Subcontractors**

G.6.2.1 The Provider must take one (1) of the following actions within seven (7) days of receipt of any amount paid to the Provider by the District for work performed by any subcontractor under this contract:

G.6.2.1.1 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

G.6.2.1.2 Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Provider must pay any 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:

G.6.2.2.1 The 3rd day after the required payment date for meat or a meat product;

G.6.2.2.2 the 5th day after the required payment date for an agricultural commodity; or

G.6.2.2.3 the 15th day after the required payment date for any other item.

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

G.6.2.4 A dispute between the Provider and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under

the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

G.6.3 Subcontract requirements

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

G.7 CONTRACTING OFFICER (CO)

G.7.1 Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Marsha Robinson
DDS Office of Contracting and Procurement
Address: 1125 15th Street, NW, 4th Floor Washington, DC
20005
Telephone: (202) 730-1628
E-mail address: Marsha.Robinson@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

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

G.8.3 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 contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINSTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Provider's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Provider personnel, if applicable;
- G.9.1.3** 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;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The CA shall NOT have the authority to:
 - G.9.2.1** Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 - G.9.2.2** Grant deviations from or waive any of the terms and conditions of the contract;
 - G.9.2.3** Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract;
 - G.9.2.4** Authorize the expenditure of funds by the Provider;
 - G.9.2.5** Change the period of performance; or
 - G.9.2.6** Authorize the use of District property, except as specified under the contract.
- G.9.3** 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.

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 Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

H.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.1.1.2 The Provider 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 Provider'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

H.2.1 The Provider shall be bound by the Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as **Section L.2**. The Provider shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

H.3 PUBLICITY

H.3.1 The Provider 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 Provider to

perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Provider receives a request for such information, the Provider shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a record maintained by the Provider pursuant to the contract, the CA will forward a copy to the Provider. In either event, the Provider is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the releasability of the records. The District will reimburse the Provider for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

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

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

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

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the 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 Provider 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 Provider agrees that 51% of the new employees hired for the contract shall be District residents.

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

- (1) Document in a report to the 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 Provider;

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

H.5.7 Upon receipt of the Provider's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Provider 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 Provider is in compliance, or that a waiver of compliance is justified, the CO shall, within two (2) 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 Provider shall make payment to DOES. The Provider 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 Provider and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified individual with a disability. See 42 U.S.C. §12101 *et seq.*

H.8 SUBCONTRACTING REQUIREMENTS

H.8.1 Mandatory Subcontracting Requirements

- H.8.1.1** 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.8.1.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.8.1.1, 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.8.1.3** A prime Provider which is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.8.1.1 and H.8.1.2.

H.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 H.8.1. The prime Provider responding to this solicitation which 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 CO, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

- H.8.2.1** 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.8.2.2** 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.8.2.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;
- H.8.2.4** The name of the individual employed by the prime Provider who will administer the subcontracting plan, and a description of the duties of the individual;
- H.8.2.5** A description of the efforts the prime Provider 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.8.2.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime Provider 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.8.2.7** Assurances that the prime Provider 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 Provider with the subcontracting plan;
- H.8.2.8** A list of the type of records the prime Provider will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime Provider will make such records available for review upon the District's request; and
- H.8.2.9** A description of the prime Provider's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

H.8.3 Subcontracting Plan Compliance Reporting.

If the Provider has an approved subcontracting plan required by law under this contract, the Provider 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.8.3.1** The dollar amount of the contract or procurement;

- H.8.3.2** A brief description of the goods procured or the services contracted for;
- H.8.3.3** The name of the business enterprise from which the goods were procured or services contracted;
- H.8.3.4** Whether the subcontractors to the contract are currently certified business enterprises;
- H.8.3.5** The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- H.8.3.6** A description of the activities the Provider engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- H.8.3.7** A description of any changes to the activities the Provider intends to make by the next month to achieve the requirements set forth in its plan.

H.8.4 Subcontractor Standards

- H.8.4.1** A prime Provider shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

H.8.5 Enforcement and Penalties for Breach of Subcontracting Plan

- H.8.5.1** If during the performance of this contract, the Provider fails to comply with its approved subcontracting plan, and the CO determines the Provider'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.8.5.2** There shall be a rebuttable presumption that a Provider willfully breached its approved subcontracting plan if the Provider (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.
- H.8.5.3** A Provider 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 Provider was to subcontract to certified business enterprises, whichever is greater, for each such breach.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

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

I.2 CONTRACTS THAT CROSS FISCAL YEARS

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

I.3 CONFIDENTIALITY OF INFORMATION

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

I.4 TIME

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

I.5 RIGHTS IN DATA

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

I.5.2 The term “Technical Data”, as used herein, means recorded information, regardless of form or characteristic, of a scientific or technical nature. It may, for example, document research, experimental, developmental or engineering work, or be usable or used to define a design or process or to procure, produce, support, maintain, or operate material. The data may be graphic or pictorial delineations in media such as drawings or photographs, text in specifications or related performance or design type documents or computer printouts. Examples of technical data include research and engineering data, engineering drawings and associated lists, specifications, standards,

process sheets, manuals, technical reports, catalog item identifications, and related information, and computer software documentation. Technical data does not include computer software or financial, administrative, cost and pricing, and management data or other information incidental to contract administration.

- I.5.3** The term “Computer Software”, as used herein means computer programs and computer databases. “Computer Programs”, as used herein means a series of instructions or statements in a form acceptable to a computer, designed to cause the computer to execute an operation or operations. "Computer Programs" include operating systems, assemblers, compilers, interpreters, data management systems, utility programs, sort merge programs, and automated data processing equipment maintenance diagnostic programs, as well as applications programs such as payroll, inventory control and engineering analysis programs. Computer programs may be either machine-dependent or machine-independent, and may be general purpose in nature or designed to satisfy the requirements of a particular user.
- I.5.4** The term "computer databases", as used herein, means a collection of data in a form capable of being processed and operated on by a computer.
- I.5.5** All data first produced in the performance of this Contract shall be the sole property of the District. The Provider hereby acknowledges that all data, including, without limitation, computer program codes, produced by Provider for the District under this Contract, are works made for hire and are the sole property of the District; but, to the extent any such data may not, by operation of law, be works made for hire, Provider hereby transfers and assigns to the District the ownership of copyright in such works, whether published or unpublished. The Provider agrees to give the District all assistance reasonably necessary to perfect such rights including, but not limited to, the works and supporting documentation and the execution of any instrument required to register copyrights. The Provider agrees not to assert any rights in common law or in equity in such data. The Provider shall not publish or reproduce such data in whole or in part or in any manner or form, or authorize others to do so, without written consent of the District until such time as the District may have released such data to the public.
- I.5.6** The District will have restricted rights in data, including computer software and all accompanying documentation, manuals and instructional materials, listed or described in a license or agreement made a part of this contract, which the parties have agreed will be furnished with restricted rights, provided however, notwithstanding any contrary provision in any such license or agreement, such restricted rights shall include, as a minimum the right to:
- I.5.6.1** Use the computer software and all accompanying documentation and manuals or instructional materials with the computer for which or with which it was acquired,

including use at any District installation to which the computer may be transferred by the District;

I.5.6.2 Use the computer software and all accompanying documentation and manuals or instructional materials with a backup computer if the computer for which or with which it was acquired is inoperative;

I.5.6.3 Copy computer programs for safekeeping (archives) or backup purposes; and modify the computer software and all accompanying documentation and manuals or instructional materials, or combine it with other software, subject to the provision that the modified portions shall remain subject to these restrictions.

I.5.7 The restricted rights set forth in section I.5.6 are of no effect unless
(i) the data is marked by the Contractor with the following legend:

RESTRICTED RIGHTS LEGEND

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

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

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

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

- I.5.10** For all computer software furnished to the District with the rights specified in Section I.5.5, the Provider shall furnish to the District, a copy of the source code with such rights of the scope specified in Section I.5.5. For all computer software furnished to the District with the restricted rights specified in Section I.5.6, the District, if the Provider, either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under this contract or any paid-up maintenance agreement, or if Provider should be declared bankrupt or insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the then current version of the source code supplied under this contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.
- I.5.11** The Provider shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.
- I.5.12** Nothing contained in this clause shall imply a license to the District under any patent, or be construed as affecting the scope of any license or other right otherwise granted to the District under any patent.
- I.5.13** Paragraphs I.5.6, I.5.7, I.5.8, I.5.11 and I.5.12 above are not applicable to material furnished to the Provider by the District and incorporated in the work furnished under contract, provided that such incorporated material is identified by the Provider at the time of delivery of such work.

I.6 OTHER CONTRACTORS

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

I.7 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.
- 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:

Marsha Robinson
DDS Office of Contracting and Procurement
Address: 1125 15th Street, NW, 4th Floor
Washington, DC 20005
E-mail address: Marsha.Robinson@dc.gov

- H. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party 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: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference. *[However, include ONLY J.1, J.2, J.5, J.6 and J.7 in the final contract.]*

Attachment Number	Document
J.1	Solicitation Attachments
J.1.1	U.S. Department of Labor Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014
J.1.2	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "Solicitation Attachments"

Attachment Number	Document
J.1.3	Department of Employment Services First Source Employment Agreement available at www.ocp.dc.gov click on “Solicitation Attachments”
J.1.4	Way to Work Amendment Act of 2015- Living Wage Notice
J.1.5	Way to Work Amendment Act of 2015 - Living Wage Fact Sheet
J.1.6	Contactor Qualification Record (CQR) with attachments
J.1.7	Tax Certification Affidavit
J.1.8	Bidder/Offeror Certifications available at www.ocp.dc.gov click on “Solicitation Attachments”
J.2	DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)

SECTION K: REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS

Bidder/Offeror Certification Form

available at www.ocp.dc.gov click on “Solicitation Attachments”

SECTION L:

INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

L.1 Contract Award

- L.1.1.** The District intends to 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 certification of qualifications to provide Day Program Services under the Medicaid Waiver.
- L.1.2.** The determination that a provider is technically qualified and capable of providing the services will be based primarily upon submitting evidence of certification from DHCF.
- L.1.3.** The Contracting Officer will place providers so approved on a **qualification list**, eligible to be referred for selection by individuals supported by DDS for up to three (3) years.

L.2 Proposal Organization and Content

- L.2.1** An electronic submission of the DHF certification documents and CQR with attachments responding to this Human Care Agreement shall be submitted. Telephonic, telegraphic, and facsimile proposals will not be accepted. Offerors are required to submit electronic copies of applications to facilitate agency responses to Freedom of Information Act requests. Each electronic formatted submitted by mail shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2015-H-0032** for Human Care Agreement Day Habilitation Services." Newly Waiver qualified Providers may submit applications along with the completed Human Care Agreement Contractor Qualifications Record (CQR), to DDS through **2:00 p.m. on July 20, 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, the contract specialist may request, the following:

- a. Evidence of financial responsibility which may consist of audited financial statements that shall be prepared by an independent third party certified professional auditor that is experienced in the audit of commercial financial statements or similar documents. Bank statements representing business accounts are also acceptable but not individual documents that have not been compiled into a conclusive evidence of fiscal standing.
- b. 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.
- c. Documentation that each staff person possesses adequate training, qualifications and competence to perform their assigned duties.
- d. Resumes of work experience and personal references for key personnel.
- e. A letter from DHCF stating that the provider's preliminary technical approval or a letter from DHCF stating that the provider has been approved to provide Day Program Services under the Medicaid Waiver program:

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 for approved DHCF certified providers must be submitted no later than 2:00 p.m. on July 20, 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 contract specialist assigned and cc: the contracting officer only. The contract specialist is Monica Brown, at Monica.Brown4@dc.gov. The contracting officer is Marsha Robinson at Marsha.Robinson@dc.gov. Do not submit questions directly to RSA staff members.

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 which are apparent at the time set for receipt of initial proposals shall be filed with the Board prior to the time set for receipt of initial proposals. In procurements in which proposals are requested, alleged improprieties which do not exist in the initial solicitation, but which are subsequently incorporated into the solicitation, must be protested no later than the next closing time for receipt of proposals following the incorporation. The protest shall be filed in writing, with the Contract Appeals Board, 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

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

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.

L.14 Legal Status of Offeror/Applicant

Each proposal must provide the following information:

L.14.1 Name, address, telephone number and federal tax identification number of offeror;

L.14.2 A copy of each District of Columbia license, registration or certification that the offeror is required by law to obtain. This mandate also requires the offeror to provide a copy of the executed "Clean Hands Certification" that is referenced in D.C. Official Code §47-2862, if the offeror is required by law to make such certification. If the offeror is a corporation or partnership and does not provide a copy of its license, registration or certification to transact business in the District of Columbia, the offer shall certify its intent to obtain the necessary license, registration or certification prior to contract award or its exemption from such requirements; and

L.14.3 If the offeror is a partnership or joint venture, the names and addresses of the general partners or individual members of the joint venture, and copies of any joint venture or teaming agreements.

L.15 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.16 General Standards of Responsibility

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

L.16.1 Evidence of adequate financial resources, credit or the ability to obtain such resources as required during the performance of the contract.

L.16.2 Evidence of the ability to comply with the required or proposed delivery or performance schedule, taking into consideration all existing commercial and governmental business commitments.

L.16.3 Evidence of the necessary organization, experience, accounting and operational control, technical skills or the ability to obtain them.

- L.16.4** Evidence of compliance with the applicable District licensing and tax laws and regulations.
- L.16.5** Evidence of a satisfactory performance record, record of integrity and business ethics.
- L.16.6** Evidence of the necessary production, construction and technical equipment and facilities or the ability to obtain them.
- L.16.7** Evidence of other qualifications and eligibility criteria necessary to receive an award under applicable laws and regulations.
- L.16.8** If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or nonresponsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be nonresponsible.