

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement**



REQUEST FOR QUALIFICATIONS

TO: Open Market

Solicitation No.: Doc371888

Caption: Human Care Agreement for Short Term Family Housing (STFH)

Issuance Date: March 28, 2018

Due Date: April 23, 2018

The purpose of this Request for Qualifications (RFQ) is to provide core services within the homeless services Continuum of Care identified in this RFQ. Selected Provider(s) shall provide comprehensive services necessary to operate one or more Short Term Family Housing (STFH) sites as home-like environments for families experiencing homelessness located within the District. The sites covered by this RFQ shall each house no more than fifty (50) families in newly built or renovated residential settings designed to support families experiencing homelessness quickly transition to housing. Services selected Provider(s) will be providing include management of day-to-day operations (including basic maintenance), case management and other supportive services, linkage and connection to community supports, food, security, janitorial, and furniture services. The Provider(s) shall collaborate with DHS, the District of Columbia Interagency Council on Homelessness (ICH), and other community stakeholders to end chronic homelessness for families in the District by 2020.

Each applicant must submit a Provider Qualification Record (PQR) package that includes the following:

Organizational Requirements:

1. A completed PQR form.
2. Capabilities Statement of the organization.
3. A copy of the Certificate of Occupancy for each facility, if applicable.
4. A Certificate of Incorporation, if applicable.

5. A copy of CBE Certification, if applicable.
6. A copy of most recent audited Financial Statement by a CPA or licensed tax professional or three (3) years of IRS tax transcripts.
7. Copies of all licenses and certifications, including any specialty certifications.
8. Resumes of all key personnel.

Submission Guidelines:

Applicants must submit their PQR packages in eSourcing by the closing date indicated in eSourcing event **Doc371888 – Request For Qualification – Short Term Family Housing (STFH)**. When submitting your PQR package, please title it “Provider Qualification Record for [name of organization]”. Also, **all packages must be in pdf format (NO EXCEPTIONS)**. Please note that applicants should submit any and all questions related to this request for qualification via the message board in the eSourcing event (Doc371888).

Review Panel:

PQR packages will be reviewed by subject matter experts selected by the Contracting Officer in consultation with DHS. The Review Panel will make a “qualified” or “not qualified” recommendation to the Contracting Officer based on the following:

1. Demonstrated past performance
2. Compliance with Organizational Requirements
3. Demonstrated Specialized Experience

This is not a sealed process; therefore PQR packages will be prepared for the evaluation panel immediately upon receipt. The evaluation panel will convene on a bi-weekly basis to evaluate submissions.

ATTACHMENTS

- A Provider Qualification Record (PQR) Form
- B PRICE PROPOSAL
- C STATEMENT OF WORK
- D INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER
- E QUALIFICATION DETERMINATION PROCESS
- F Wage Determination No. [2015-4281](#), [Revision No. 9](#), dated 01/10/2018
- G Past Performance Evaluation Form
- H Tax Affidavit Certification
- I Bidder/Offeror Certification Form
- J Property List
- K STFH Site Plans
- L Government Furnished Property (TBD at Award)

Solicitation Doc371888
ATTACHMENT B
DEPARTMENT OF HUMAN SERVICES
SHORT TERM FAMILY HOUSING (STFH)

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

B.1.1 The Government of the District of Columbia, Department of Human Services (DHS), hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, Section 406 of the Procurement Practices Reform Act of 2010, effective April 8, 2011 (D.C. Law 18-371; D.C. Official Code § 2-354.06).

B.1.2 The District is not committed to purchase under this Human Care Agreement (HCA) any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the HCA.

B.1.3 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District Government, when and if ordered, the services specified in Schedule B.

B.1.3 There is no limit on the number of Task Orders that may be issued. The District Government may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.

B.1.4 This Human Care Agreement is based on fixed-unit rates. The Provider shall deliver services in accordance with Section C.

B.1.5 Any task order issued during the effective period of the resulting HCA and not completed within that period shall be completed by the Provider within the time specified in the order. The resulting HCA shall govern the Provider’s and District’s rights and obligations with respect to that task order to the same extent as if the task order was completed during the effective period of the resulting HCA.

B.1.6 The District contemplates award of multiple Human Care Agreements (HCA) to qualified Providers resulting from this Request for Qualification (RFQ). A Provider may qualify and be awarded more than one Human Care Agreement in response to this RFQ.

B.1.7 The HCA, for the services specified herein consists of two (2) payment components. The prices paid for the services under the HCA shall be fixed for the term of the HCA including any options exercised. The two (2) payment components are:

- a) a monthly base compensation, based upon the max capacity per Short Term Family Housing Site;
- c) a cost reimbursement component that reimburses the Provider for replacing furniture.

B.1.8 COST REIMBURSEMENT CEILING

- a) Cost reimbursement ceiling for this HCA is set forth in Section B.
- b) The Provider agrees to use its best efforts to perform the work specified in this contract and to meet all obligations under the HCA within the cost reimbursement ceiling.

- c) The Provider shall notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of the HCA will be either greater or substantially less than the cost reimbursement ceiling.
- d) As part of the notification, the Provider shall provide the CO a revised estimate of the total cost of performing the HCA.
- e) The District is not obligated to reimburse the Provider for costs incurred in excess of the cost reimbursement ceiling specified in Section B, and the Provider is not obligated to continue performance under the HCA (including actions under the Termination clauses of the resulting HCA, or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B until the CO notifies the Provider, in writing, that the estimated cost has been increased and provides revised cost reimbursement ceiling for performing the services under the HCA.
- f) No notice, communication, or representation in any form from any person other than the CO shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Provider for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of task order performance or as a result of termination.
- g) If any cost reimbursement ceiling specified in Section B is increased, any costs the Provider incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the CO issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- h) A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B, unless the change order specifically increases the cost reimbursement ceiling.
- i) Only costs determined in writing to be reimbursable in accordance with the cost principles set forth in rules issued pursuant to Title VI of the D.C. Procurement Practices Act of 1985 shall be reimbursable.

B.1.9 CONTRACTS IN EXCESS OF ONE MILLION DOLLARS

- a) Any Agreement 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.
- b) The Provider shall notify the CO, in writing; whenever it has reason to believe that the total cost for the performance of the HCA will be greater than \$1 Million.

B.1.10 BASE YEAR

Providers shall bid for **one or more** STFH Site(s) as identified below:

B.1.10.1

STFH SITE ONE: 5504 Fifth Street NW (Ward 4)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0001A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5505 Fifth Street NW (Ward 4) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0001B	Furniture Cost Reimbursement	TBD at time of TO Aw
NTE Total		TBD at time of TO Award

B.1.10.2

STFH SITE TWO (2): 5004 D Street SE (Ward 7)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0002A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5004 D Street SE (Ward 7) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0002B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.10.3

STFH SITE THREE (3): 4233 6th Street SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0003A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4225 6th Street SE (Ward 8) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0003B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.10.4

STFH SITE FOUR (4): 4300 12th St. SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0004A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4300 12th St. SE (Ward 8) Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0004B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.10.5

STFH SITE FIVE (5): 1700 Rhode Island Ave NE (Ward 5)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0005A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 1700 Rhode Island Ave NE Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0005B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.10.6

STFH SITE SIX (6): 850 Delaware Avenue SW (Ward 6)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0006A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 850 Delaware Avenue SW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0006B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.10.7

STFH SITE SEVEN (7): 3320 Idaho Island NW (Ward 3)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
0007A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 3320 Idaho Island NW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
0007B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11 OPTION PERIOD ONE (1)

B.1.11.1

STFH SITE ONE: 5504 Fifth Street NW (Ward 4)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1001A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5505 Fifth Street NW (Ward 4) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1001A	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11.2

STFH SITE TWO (2): 5004 D Street SE (Ward 7)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1002A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5004 D Street SE (Ward 7) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1002B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11.3

STFH SITE THREE (3): 4233 6th Street SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1003A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4225 6th Street SE (Ward 8) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1003B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11.4

STFH SITE FOUR (4): 4300 12th St. SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1004A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4300 12th St. SE (Ward 8) Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1004B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11.5

STFH SITE FIVE (5): 1700 Rhode Island Ave NE (Ward 5)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1005A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 1700 Rhode Island Ave NE Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1005B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11.6

STFH SITE SIX (6): 850 Delaware Avenue SW (Ward 6)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1006A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 850 Delaware Avenue SW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1006B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.11.7

STFH SITE SEVEN (7): 3320 Idaho Island NW (Ward 3)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1007A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 3320 Idaho Island NW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1007B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12 OPTION PERIOD TWO (2)

B.1.12.1

STFH SITE ONE: 5504 Fifth Street NW (Ward 4)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
1001A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5505 Fifth Street NW (Ward 4) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
1001A	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12.2

STFH SITE TWO (2): 5004 D Street SE (Ward 7)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
2002A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5004 D Street SE (Ward 7) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
2002B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12.3

STFH SITE THREE (3): 4233 6th Street SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
2003A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4225 6th Street SE (Ward 8) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
2003B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12.4

STFH SITE FOUR (4): 4300 12th St. SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
2004A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4300 12th St. SE (Ward 8) Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
2004B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12.5

STFH SITE FIVE (5): 1700 Rhode Island Ave NE (Ward 5)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
2005A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 1700 Rhode Island Ave NE Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
2005B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12.6

STFH SITE SIX (6): 850 Delaware Avenue SW (Ward 6)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
2006A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 850 Delaware Avenue SW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
2006B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.12.7

STFH SITE SEVEN (7): 3320 Idaho Island NW (Ward 3)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
2007A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 3320 Idaho Island NW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
2007B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13 OPTION PERIOD THREE (3)

B.1.13.1

STFH SITE ONE: 5504 Fifth Street NW (Ward 4)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3001A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5505 Fifth Street NW (Ward 4) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3001A	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13.2

STFH SITE TWO (2): 5004 D Street SE (Ward 7)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3002A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5004 D Street SE (Ward 7) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3002B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13.3

STFH SITE THREE (3): 4233 6th Street SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3003A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4225 6th Street SE (Ward 8) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3003B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13.4

STFH SITE FOUR (4): 4300 12th St. SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3004A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4300 12th St. SE (Ward 8) Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3004B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13.5

STFH SITE FIVE (5): 1700 Rhode Island Ave NE (Ward 5)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3005A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 1700 Rhode Island Ave NE Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3005B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13.6

STFH SITE SIX (6): 850 Delaware Avenue SW (Ward 6)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3006A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 850 Delaware Avenue SW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3006B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.13.7

STFH SITE SEVEN (7): 3320 Idaho Island NW (Ward 3)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
3007A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 3320 Idaho Island NW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
3007B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.10 OPTION PERIOD FOUR (4)

B.1.14.1

STFH SITE ONE: 5504 Fifth Street NW (Ward 4)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4001A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5505 Fifth Street NW (Ward 4) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4001A	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.14.2

STFH SITE TWO (2): 5004 D Street SE (Ward 7)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4002A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 5004 D Street SE (Ward 7) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4002B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.14.3

STFH SITE THREE (3): 4233 6th Street SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4003A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4225 6th Street SE (Ward 8) Projected Opening: October 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4003B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.14.4

STFH SITE FOUR (4): 4300 12th St. SE (Ward 8)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4004A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 4300 12th St. SE (Ward 8) Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4004B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.14.5

STFH SITE FIVE (5): 1700 Rhode Island Ave NE (Ward 5)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4005A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 1700 Rhode Island Ave NE Projected Opening: November 2018	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4005B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.14.6

STFH SITE SIX (6): 850 Delaware Avenue SW (Ward 6)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4006A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 850 Delaware Avenue SW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4006B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

B.1.14.7

STFH SITE SEVEN (7): 3320 Idaho Island NW (Ward 3)				
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	FFP Service Rate	FFP Total
4007A	Short Term Family Home Services rate in accordance with the requirements of this Request for Qualifications (Attachment A) with the exception of Furniture replacement (which will be under Cost Reimbursement Component) at Max Capacity as listed in Attachment J. Location: 3320 Idaho Island NW Projected Opening: May 2019	Monthly		
	Total Not-to-exceed HCA amount			

CLIN	Item Description	Not to Exceed Cost
4007B	Furniture Cost Reimbursement	TBD at time of TO Award
NTE Total		TBD at time of TO Award

Solicitation Doc371888
ATTACHMENT C
DEPARTMENT OF HUMAN SERVICES
SHORT TERM FAMILY HOUSING (STFH)

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 BACKGROUND

C.1.1 The mission of the Government of the District of Columbia’s Department of Human Services (DHS) is to empower every District resident to reach their full potential by providing meaningful connections to work opportunities, economic assistance and supportive services. Within DHS, the Family Services Administration (FSA) provides protection, intervention, and supportive services to meet the needs of vulnerable adults, youth and families experiencing or at risk of homelessness.

C.1.2 In the District, more than 7,000 men, women, and families with children experience homelessness on any given night -- sleeping outside, in a shelter or in transitional housing. While the District as a whole continues to grow and prosper, we also face high levels of economic inequality. We have lost a significant portion of our affordable housing stock, rent prices have risen dramatically, and many families are finding it increasingly difficult to survive on wages that are not keeping pace with the cost of living.

C.1.3 In response to the District’s homeless crisis, the Interagency Council on Homelessness (ICH) developed a strategic plan to guide the District’s efforts. *Homeward DC* lays out a bold vision for ending homelessness based on local and national evidence of what is working.¹ This comprehensive, data-driven plan provides concrete steps to make homelessness in the District rare, brief, and non-recurring by 2020. Mayor Bowser supported the plan and called for historic investments in proven strategies – including homelessness prevention, affordable housing, permanent supportive housing and rapid rehousing.

C.1.4 Ending homelessness as we know it today does not mean no one will ever experience a housing crisis again. Changing economic realities, the unpredictability of life, and unsafe or unwelcoming family environments may create situations where residents are temporarily homeless. However, we can change how we respond to households in crisis. The District’s plan lays out a roadmap for transforming our homeless services system into an effective crisis response system by preventing housing loss wherever possible, quickly stabilizing and safely sheltering individuals that do become homeless, and quickly facilitating the connection back to permanent housing and community support networks.

C.1.5 A major goal of the plan is to reduce the length of time households stay in shelter.² The District has made meaningful progress towards reducing homelessness among families through

¹ The complete plan can be accessed online at <http://ich.dc.gov/page/homeward-dc-ichstrategic-plan-2015-2020>.

² *Homeward DC* sets forth the goal that by 2020, any household experiencing housing loss will regain housing within an average of 60 days or less. Given current lengths of stay in shelter are much longer, the expectation for Providers under the current solicitation is to work towards reducing shelter stays through effective programming, prevention and diversion services, and linkage to community-based supports, with the goal of transitioning families to housing within 90 days or less.

successful prevention initiatives. However, average lengths of stay in shelter are still too long, and do not currently meet the targets in *Homeward DC*. The new STFH model presents an opportunity to provide service delivery in a small, service enriched setting that will support faster transitions to permanent housing.

Providers selected through this solicitation will be expected to implement effective programming consistent with housing first strategies designed with the goal to support families regain housing in 90 days or less.

C.1.6 Creating smaller, safer places for families to stabilize and receive the supports they need during a housing crisis is essential to reforming our crisis response system. In the Fall of 2018, the District will be closing DC General Family Shelter (“DC General”), a former hospital that has served as the District’s largest family shelter for seven years. Each day, DC General houses approximately 250 families experiencing homelessness. But DC General is out of date, and its size, scale and current conditions create an environment ill-suited for providing effective programming and services to support families to transition back into permanent housing.

C.1.7 Each Short Term Family Housing (STFH) site will accommodate no more than 50 families. They will be small, safe and clean with private rooms, and will give families a dignified place to stay until they get back to a place they can call home. Through this solicitation, DHS will select Providers to operate programs at each STFH site. Each building has places for children of all ages to play and do homework. Buildings are equipped with age-appropriate outdoor and indoor recreational space, study rooms and computer labs, a health and wellness room for medical services, space for enrichment programming, and a dining room where meals will be provided daily. The STFH sites will also provide families with private living quarters with small refrigerators and access to other food storage and preparation spaces, as well as onsite laundry facilities.

C.1.8 To help minimize the length of time families experience homelessness, the STFH sites will also include a variety of onsite services and connection to offsite resources. Services available onsite will include assessment, linkage to shelter diversion services and emergency housing assistance programs (e.g., rapid rehousing, permanent supportive housing, and targeted affordable housing), case management, 24-hour staffing and security, housing navigation assistance, early childhood screening and liaison to schools, transportation, health care, child care, and financial and budget management counseling.

C.1.9 Providers will also provide and/or partner with other community-based organizations to offer additional services on site such as: health and wellness programs, mentoring and tutoring, and enrichment activities for children and parents. Connection to community-based supports is an important aspect of this service model, as these supports may continue after a family exits emergency shelter, thus easing the family’s transition into permanent housing. Providers will therefore be responsible for connecting residents to offsite mainstream services that meet their needs and help them transition to permanent housing, including employment, training and education services (including linkages to the TANF Employment Program), child care, behavioral health, legal and public benefit supports, and primary health care.

C.1.10 As part of the plan to close DC General, the District has worked closely to engage community members at every step of the process, including through launching community Advisory Teams for each site composed of key stakeholders from both the government and surrounding community. These Advisory Teams are working with community residents to develop Good Neighbor Agreements (GNA) for each of the STFH sites. These GNAs will articulate mutual expectations of common courtesy, safety, and respect between the Provider for each site and all persons living in the neighborhood (both those living in the STFH site and those in the vicinity). Providers selected through this solicitation will take a leading role in continuing to partner with community stakeholders through participation on the Advisory Teams and working closely with DHS and the community to address any neighborhood concerns.

C.2 DEFINITIONS AND ACRONYMS

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

C.2.1 Americans with Disabilities Act (ADA): The Americans with Disabilities Act became law in 1990. The ADA is a civil rights law that prohibits discrimination against individuals with disabilities in all areas of public life, including jobs, schools, transportation, and all public and private places that are open to the general public.

C.2.2 At-Risk of Homelessness: “At risk of homelessness” means that an individual or family:

- (A) (i) Has an annual income below 40% of median family income for the Washington DC Metropolitan area, as determined by United States Department of Housing and Urban Development (HUD); or
 - (ii) If a program or service provided within the Continuum of Care receives federal funding, has an annual income below 30% of the median family income for the Washington DC Metropolitan area, as determined by United States Department of Housing and Urban Development (HUD);
- (B) Does not have sufficient resources or support networks, such as family, friends, and faith-based or other social networks, immediately available to prevent them from moving to a shelter or another place described in paragraph (18)(A) of this section; and
- (C) Meets one of the following conditions:
 - (i) Has moved housing accommodations because of economic reasons 2 or more times during the 60 days immediately preceding the application for crisis intervention assistance;
 - (ii) Is living in the home of another individual or family because of economic hardship;

(iii) Has been notified in writing that their right to occupy their current housing or living situation will be terminated within 21 days of the date of application for assistance;

(iv) Lives in a hotel or motel and the cost of the hotel or motel stay is not paid by charitable organizations or by federal, state, or local government programs for low-income individuals;

(v) Lives in:

(a) A single-room occupancy or efficiency apartment unit in which there reside more than 2 persons; or

(b) A housing unit, as defined by the United States Census Bureau, in which there reside more than 1.5 people per room;

(vi) Is exiting a publicly funded institution, or system of care (such as a health-care facility, a mental health facility, foster care or other youth facility, or correction program or institution); or

(vii) Otherwise lives in housing that has characteristics associated with instability and an increased risk of homelessness, as identified in the District's approved consolidated plan.

C.2.3 At Risk of Chronic Homelessness: Means an individual or a family with a head of household who:

(A) Is homeless and lives in a place not meant for human habitation or in a shelter;

(B) Can be diagnosed with one or more of the following conditions: substance use disorder, serious mental illness, developmental disability (as defined in D.C. Official Code § 21-1201(3)), post-traumatic stress disorder, cognitive impairments resulting from brain injury, or chronic physical illness or disability; and

(C) Does not have sufficient resources or support networks, such as family, friends, and faith-based or other social networks, immediately available to assist them in obtaining permanent housing.

C.2.4 Adult: Any individual who has reached the age of majority under District law as defined in section 46 101 of the D.C. Code; or qualifies as an emancipated minor under District Law.

C.2.5 Advisory Team: Teams formed for each STFH site composed of representatives from both the government and the community to coordinate community feedback and input opportunities on issues and concerns related to the development of STFH, to share information and provide feedback on concerns related to residents' quality of life during construction, and to develop Good Neighbor Agreements.

C.2.6 Administrative Review: A legal process to determine a resolution as a result of a fair hearing request.

C.2.7 Affordable Housing: Housing for which the occupant(s) is/are paying no more than 30 percent of their income for gross housing costs, including utilities. Households that pay more than 30 percent of their income for housing may have difficulty affording necessities such as food, clothing, transportation and medical care and are considered cost

burdened by HUD. Households that pay more than 50 percent of their income for housing are considered severely cost burdened.

C.2.8 Area Median Income (AMI): The median divides the income distribution into two equal parts: one-half of the cases falling below the median income and one-half above the median. HUD uses the median income for families in metropolitan and non-metropolitan areas to calculate income limits for eligibility in a variety of housing programs. HUD estimates the median family income for an area in the current year and adjusts that amount for different family sizes so that family incomes may be expressed as a percentage of the area median income. Income limits for the District can be found at http://www.huduser.org/portal/datasets/il/il14/index_il2014.html.

C.2.9 Beverage: Shall consist of at a minimum 1 cup (1/2 pint, 8 fluid ounces) of milk and/or juice served with all meals.

C.2.10 Building Operating Plan (BOP): A mandatory plan, which the Provider prepares for District Approval and describes the Provider's program for operating and maintaining the building, to include both normal circumstances and contingencies.

C.2.11 CA: Contract Administrator.

C.2.12 Customer Assessment, Tracking and Case History (CATCH): A web-based case management system used to capture and audit TANF customer participation in work preparation, search, and placement activities. The system is also used to calculate vendor and payments (incentives, stipends, bonuses) based on benchmarks achieved.

C.2.13 Case Management: A service that engages individuals and families experiencing homelessness and provides assistance in identifying barriers, needs and strengths; developing goals; identifying resources and support; and connecting individuals and/or families experiencing homelessness residing in a shelter or other homeless services programs within the Continuum of Care to the needed resources, supports and supportive services to achieve identified goals.

C.2.14 Client: A client is a Household seeking, receiving, or eligible for services from a program covered by § 4-754.01 of the HSRA.

C.2.15 CO: Contracting Officer.

C.2.16 Condiments: Sugar, hot sauce, butter, salad dressing, mustard, relish, ketchup, salt and pepper and like items.

C.2.17 Continuum of Care (CoC): The entity authorized to carry out homelessness planning for a community. Under the HEARTH Act, the CoC shall include representatives from nonprofit homeless assistance providers, victim service providers, faith-based

organizations, government, businesses, advocates, public housing agencies, school districts, social service providers, mental health agencies, hospitals, universities, affordable housing developers, law enforcement, and organizations that serve Veterans and homeless and formerly homeless individuals. Responsibilities of the CoC include the operation of the CoC, designating and operating an HMIS, and Continuum of Care planning. The

designated CoC for the District of Columbia is the DC Interagency Council on Homelessness. The Collaborative Applicant for the District (*i.e.*, the legal entity designated

by the CoC to apply for and administer funding on behalf of the Continuum) is The Community Partnership for the Prevention of Homelessness. Under the HSRA, a continuum of care refers to the

comprehensive system of services for individuals and families who are homeless or at risk of homelessness, designed to serve clients based on their individual level of need. The Continuum of Care may include crisis intervention, outreach and assessment services, shelter, transitional housing, permanent housing programs, and supportive services.

C.2.18 Provider: The Provider is the entity selected by the District to provide services and perform activities detailed in this SOW.

C.2.19 Coordinated Assessment and Housing Placement (CAHP) System: “Centralized or coordinated assessment system” means a centralized or coordinated process, which is designed to coordinate client intake, assessment, and the provision of referrals, and includes a standardized assessment tool that can be used to provide an initial assessment of the needs of individuals and families for housing and services within the Continuum of Care.

C.2.20 Correction: The elimination of a defect.

C.2.21 Culturally Competent: Under the HSRA, refers to the ability of a Provider to deliver or ensure access to services in a manner that effectively responds to the languages, values, and practices present in the various cultures of its clients so the Provider can respond to the individual needs of each client.

C.2.22 Daily Census: The daily tracking and reporting of available and occupied beds/units at STFH sites. The daily census is compiled by Providers by STFH sites each evening and reported to DHS each day. The purpose of the Daily Census is to track capacity within the Continuum of Care as well as the demand for shelter/housing.

C.2.23 DC Cross Connect Teaming: Is a multiagency process of collaborating with stakeholders (DHS, CFSA and DBH), family members, service providers and the community to ultimately support the families’ goals in alignment with their case plan.

C.2.24 Department: The District of Columbia Department of Human Services or any successor organizational unit (in whole or in part).

C.2.25 De-escalation: Refers to a series of techniques and interventions intended to reduce the intensity of a conflict or potentially volatile/violent situation. Communication is

a key factor, and de-escalation techniques include calmly communicating with an agitated client in a non-threatening manner in order to understand, manage and resolve concerns.

C.2.26 District: Means all authorized District of Columbia (DC) Government agencies and any authorized representatives.

C.2.27 Drug: A controlled substance as defined in § 48-901.02(4) of the HSRA, or the Controlled Substances Act of 1970, approved October 27, 1970 (84 De-esStat. 1242; 21 U.S.C. § 801 et seq.).

C.2.28 Eating Utensils: Disposable items, such as, plastic knives, forks, spoons, napkins and straws packaged individually or combined and included in the boxed meals.

C.2.29 Emergency Shelter: Defined by HUD to include any facility, the primary purpose of which is to provide temporary or transitional shelter for persons experiencing homelessness in general or for specific populations of persons experiencing homelessness.

Under the HSRA, temporary shelter is used for the purpose of meeting short-term housing needs and other supportive service needs. It refers to:

- a) A housing accommodation for individuals who are homeless that is open either 24 hours or at least 12 hours each day, other than a severe weather shelter or low barrier shelter, provided directly by, or through contract with or grant from, the District, for the purpose of providing shelter and supportive services; or
- b) A 24-hour apartment-style housing accommodation for individuals or families that are homeless, other than a severe weather shelter, provided directly by, or through contract with or grant from the District, for the purpose of providing shelter and supportive services.

C.2.30 Emergency Service Call: A Service Call or other request for service placed outside of Normal Occupant Working Hours, and of such a nature, that response cannot wait for the resumption of Normal Occupant Working Hours.

C.2.31 Exterior: Entrances, landing, steps, sidewalks, parking areas, facades, moats, and lawns located adjacent to the building and extending to the established property line.

C.2.32 Family: Under the HSRA, family means:

- a) A group of individuals with at least one minor or dependent child, regardless of blood relationship, age, or marriage, whose history and statements reasonably tend to demonstrate that they intend to remain together as a family unit; or
- b) A pregnant woman in her third trimester.

C.2.33 Family Re-Housing and Stabilization Program (FRSP): A program that provides District residents who are experiencing homelessness or at imminent risk of experiencing homelessness with a range of services, tailored to the unique needs and strengths of the entire household, to assist them in achieving greater stability and economic security.

These services include, but not limited to: individualized case management services, housing identification, connection to mainstream and community-based resources, time-limited rental subsidies, and utility assistance.

C.2.34 Family Service Prioritization Decision Assistance Tool (F-SPDAT): The F-SPDAT is an evidence-informed approach to assessing a family's acuity and was developed by Org-Code Consulting. The tool, across multiple components, prioritizes who to serve next and why, while concurrently identifying the areas in the person or family's life where support is most likely necessary in order to avoid housing instability.

C.2.35 Family Stabilization: A set of interventions designed to ensure the safety and well-being of youth in their homes, and to preserve, support, and stabilize their families.

C.2.36 Family Housing and Stabilization Plan (FHSP): A comprehensive plan that outlines the household's strengths and assists them in resolving the identified situation or

crisis that impairs their housing stability and self-sufficiency. FHSPs shall include an assessment of the household's living situation, physical and emotional health and safety, outline a household's case management plan and referrals to appropriate services needed to assist the household, provide supportive services for planned activities as needed, reduce the chance of recurring crises, enhance the household's ability to self-resolve issues, and monitor progress towards making the necessary changes to improve housing stability.

C.2.37 Fire Protection Systems: Systems and equipment installed in the building for the purposes of detecting fires or heat or smoke, alarming occupants of possible fire, activating certain emergency responses in other systems and equipment (e.g., Elevator recall, stairwell pressurization), and suppressing fires. These systems include Electrical, Mechanical, Instrumentation, and Controls components.

C.2.38 Good Neighbor Agreement (GNA): An agreement between DHS, the STFH Provider and the Advisory Team on behalf of the community to set forth expectations and commitments regarding facility and landscape maintenance, safety and security, mutual codes of conduct and respect, and clear and expedient processes for communication and problem solving. The agreement will also set forth clear expectations for ongoing Advisory Team engagement and coordination.

C.2.39 Harm Reduction: A set of strategies that reduce negative consequences of substance use and that incorporate a spectrum of strategies from safer use, to managed use, to abstinence.

C.2.40 Hazardous Materials: Any waste, substances, radiation or materials whether solids, liquids or gases that are:

- a. hazardous, toxic, infectious, explosive, radioactive, carcinogenic or mutagenic;
- b. now or become defined as pollutants, contaminants, hazardous wastes or substances, toxic substances, radioactive materials, solid waste or other similar designations in or otherwise subject to District and Federal regulations
- c. present on the premises and can cause or threaten to cause, a nuisance pursuant to applicable statutory or common law upon the premises, facilities or properties; and/or

- d. polychlorinated biphenyls (PCBs), asbestos, lead-based paint, urea formaldehyde foam insulation, petroleum and petroleum products including gasoline, crude oil etc. that pose a hazard to human health, safety, natural resources, industrial hygiene, the environment or an impediment to working conditions.

C.2.41 Health Insurance Portability: Acronym that stands for the Health Insurance Portability and Accountability Act, a US law designed to provide privacy standards to protect patients' medical records and other health information provided to health plans, doctors, hospitals and other health care providers.

C.2.42 Heating, Ventilation and Air-Conditioning (HVAC): HVAC includes all systems with the function of providing ventilation or temperature control to building

spaces. HVAC equipment is a subset of Mechanical, Electrical and Controls equipment and systems, and intersects the definitions of each of these.

C.2.43 HEARTH Act: The Homeless Emergency Assistance and Rapid Transition to Housing (HEARTH) Act was signed by President Obama on May 20, 2009.

The HEARTH Act amends and reauthorizes the McKinney-Vento Homeless Assistance Act with substantial changes, including: a consolidation of HUD's competitive grant programs, the creation of a Rural Housing Stability Assistance Program, a change in HUD's definition of homelessness and chronic homelessness, a simplified match requirement, an increase in prevention resources, and an increase in emphasis on performance.

C.2.44 Homeless: Under HSRA, the definition is limited to:

(A) An individual or family who lacks a fixed, regular, and adequate nighttime residence, meaning:

- (i) An individual or family with a primary nighttime residence that is a public or private place not designed for or ordinarily used as a regular sleeping accommodation for human beings, including a car, park, abandoned building, bus or train station, airport, or camping ground;

- (ii) An individual or family living in a supervised publicly or privately operated shelter designated to provide temporary living arrangements (including congregate shelters, transitional housing, and hotels and motels paid for by charitable organizations or by federal, state, or local government programs for low-income individuals); or

- (iii) An individual who is exiting an institution where he or she resided for 180 days or less and who resided in a shelter or place not meant for human habitation immediately before entering that institution;

(B) An individual or family, who will imminently lose their primary nighttime residence, if:

- (i) The primary nighttime residence will be lost within 14 days of the date of application for Continuum of Care services;

- (ii) No subsequent residence has been identified; and

(iii) The individual or family lacks the resources or support networks, such as family, friends, and faith-based or other social networks, needed to obtain other permanent housing;

(C) Unaccompanied youth who:

(i) Has not had a lease, ownership interest, or occupancy agreement in permanent housing at any time during the 60 days immediately preceding the date of application for Continuum of Care services;

(ii) Has experienced persistent housing instability as measured by 2 moves or more during the 60-day period immediately preceding the date of applying for Continuum of Care services; and

(iii) Can be expected to continue in such status for an extended period of time because of chronic disabilities; chronic physical health or mental health conditions; substance addiction; histories of domestic violence or childhood abuse (including neglect); the presence, in the household, of a child or youth with a disability; or 2 or more barriers to employment, which include the lack of a high school degree or General Education Development (GED), illiteracy, low English proficiency, a history of incarceration or detention for criminal activity, and a history of unstable employment; or

(D) Any individual or family who:

(i) Is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or other dangerous or life-threatening conditions that relate to violence against the individual or a family member, including a child, that has either taken place within the individual's or family's primary nighttime residence or has made the individual or family afraid to return to their primary nighttime residence;

(ii) Has no other residence; and

(iii) Lacks the resources or support networks, such as family, friends, and faith-based or other social networks, to obtain other permanent housing.

C.2.45 Homeless Management Information System (HMIS): Means the Homeless Management Information System designated by the Continuum of Care Governance Board to comply with the U.S. Department of Housing and Urban Development's data collection, management, and reporting standards and used to collect client-level data and data on the provision of housing and services to homeless individuals and families and people at risk of homelessness.

C.2.46 Homeless Services Reform Act (HSRA): Legislation originally passed in 2005 to address the problem of homelessness and the standards by which the District of Columbia and homeless services providers must deliver services to clients, and to revise the procedures for resolving disputes between clients and providers of homeless services.

C.2.47 Homeward DC: The five-year comprehensive ICH strategic plan.

C.2.48 Household: All the people who occupy a housing unit. A Household includes related family members and all unrelated people, if any, such as foster children and significant others who are a part of the housing unit.

C.2.49 Housing Inventory Count (HIC): Required by HUD, the HIC is a point-in-time inventory of all of the dedicated beds and units within a Continuum of Care homeless services system, categorized by type of project and population served.

C.2.50 Housing First: Under the HSRA, Housing First means a program that provides clients with immediate access to independent permanent housing and supportive services without prerequisites for sobriety or participation in psychiatric treatment. Clients in Housing First programs may choose the frequency and type of supportive services they receive and refusal of services will have no consequence for their access to housing or on

continuation of their housing and supportive services. A Housing First orientation is one of the universal qualities that a coordinated assessment process should include. Coordinated assessment tools should not be used to determine “housing readiness” or screen people out for housing assistance, and therefore should not encompass an in-depth clinical assessment. A more in-depth clinical assessment can be administered once the individual or family has obtained housing to determine and offer an appropriate service package.

C.2.51 Housing Navigation: Assistance in accessing housing units that is consistent with the client’s needs and preferences (within the limits of their income combined with available subsidy), taking into consideration safety and access to transportation, connection to health care, treatment, school, daycare and support systems, and employment opportunities. Using a Housing First approach, Housing Navigation assistance is designed and implemented to identify and secure housing for clients as quickly as possible, by doing activities which may include, but are not limited to: active recruitment and retaining of landlords and housing managers willing to rent to clients (who may otherwise fail to pass typical tenant screening criteria); housing unit search and identification; helping clients gather documents needed for housing placement; completing the housing and subsidy application process; moving and securing basic housing needs. This assistance may be provided by a person specifically designated as a “Housing Navigator”, by the Provider’s case manager(s), or through linkage to other community-based supports. Staff or other individuals performing this function should have knowledge, skills, and resources to understand landlords’ perspectives, understand landlord and tenant rights and responsibilities, and negotiate landlord supports.

C.2.52 Human Care Agreement (HCA): A written agreement for the procurement of education or special education, health, human, or social services pursuant to DC Official Code, Section 2-303.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally or physically ill, unemployed, or minors in the custody of the District of Columbia.

C.2.53 Imminent Risk of Becoming Homeless: The likelihood that an individual's or family's circumstances will cause the individual or family to become homeless in the absence of prompt government intervention.

C.2.54 Individual: An unaccompanied adult or unaccompanied youth.

C.2.55 Interagency Council on Homelessness (ICH): The city-wide council made up of District agency directors, representatives from the homeless provider community, homeless advocates and current/formerly homeless individuals. The council is chaired by the City

Administrator and formulates policy for homeless services. It is mandated by the Homeless Services Reform Act (HSRA).

C.2.56 Length of Stay: Defined by HUD, the average cumulative number of days a household receives assistance in a given program intervention. This is measured from entry to exit (or last day of report period) within the given program. Providers selected through this solicitation are expected to make all efforts possible to minimize the length of stay for families in STFH, with the goal of transitioning households to housing within 90 days on average.

C.2.57 Length of Time Homeless: Defined by HUD, the average cumulative number of days households receive outreach services, emergency shelter, and transitional housing as measured by their sum total days of program participation. For each program enrollment, this is measured from first program entry to exit or last day of report period.

C.2.58 LGBTQ: A person who self-identifies as lesbian, gay, bisexual, transgender, gender nonconforming, queer, or questioning their sexual orientation or gender identity and expression.

C.2.59 Meals: Food which is served at a food service site and which meets the nutritional requirements described in 7 CFR Part 225.

C.2.60 Office: The Office of Shelter Monitoring established pursuant to § 4-754.51.

C.2.61 Occupational Safety and Health Administration (OSHA): OSHA is the Federal Government agency responsible for providing the rules and regulations on safety and health requirements in the workplace.

C.2.62 Permanent Housing: Housing without a designated length of stay, characterized by a lease or other occupancy agreement that is for a term of at least one year and renewable by the tenant named on the lease for terms that are a minimum of one month.

C.2.63 Permanent Supportive Housing (PSH): a program that provides rental assistance and supportive services for an unrestricted period of time to assist individuals and families experiencing chronic homelessness, or at risk of experiencing chronic homelessness, to obtain and maintain permanent housing and to live as independently as possible.

C.2.64 Pest Control: Those measures which are necessary to suppress the population of crawling and flying insects, rats, mice, and any other species which become a pest within or around the STFH sites.

C.2.65 Point-in-Time (PIT) Count: An unduplicated one-night estimate of both sheltered and unsheltered homeless populations. The one-night count, conducted according to HUD standards by CoCs nationwide, occurs during the last week in January of each year.

C.2.66 Point-in-Time Survey: An annual regional enumeration of the homeless population conducted by the Metropolitan Washington Council of Governments (COG) for persons who are living on the streets, in emergency shelters, in transitional and permanent housing, or otherwise homeless and in need of help to obtain safe shelter.

C.2.67 Program Rules: The set of provider rules, client rights, and complaint and appeal procedures, including those enumerated in this chapter, proposed by a particular provider for the purpose of governing the behavior and treatment of its clients and approved by the Mayor subject to § 4-754.32.

C.2.68 Progressive Engagement: Defined by the US Interagency Council on Homelessness as a case management strategy of offering a small amount of assistance initially, and adding more assistance as needed, to assist each household reach stability. This strategy uses the lightest touch possible for each household to be successful, knowing more assistance can be added later if needed. Assessment is critical to this strategy, but for the purpose of identifying a household's strengths and barriers, not to determine the amount of assistance they will ultimately need.

C.2.69 Public Assistance: Government-funded payments in or by money, medical care, remedial care, shelter, goods or services to, or for the benefit of, needy persons.

C.2.70 Resident of the District: Under the HSRA, means an individual or family who:

- (A) Is not receiving locally administered public assistance from a jurisdiction other than the District;
- (B) Is living in the District voluntarily and not for a temporary purpose and who has no intention of presently moving from the District, which shall be determined and applied in accordance with section 503 of the District of Columbia Public Assistance Act of 1982, effective April 6, 1982 (D.C. Law 4-101; D.C. Official Code § 4-205.03);
- (C) Demonstrates residency by providing evidence that the individual or family is receiving public assistance from the District as administered by the Department or by providing one of the following:
- (D) Documents from the United States Social Security Administration addressed to the individual or a member of the family at a residential address in the District
- (E) Evidence that the individual or a member of the family is attending school in the District;
- (F) A valid, unexpired District motor vehicle operator's permit or other official non-driver identification in the name of the individual or a member of the family;
- (G) A utility bill for water, gas, electric, oil, cable, or a land-line telephone issued within the last 60 days that contains the name and a residential District address of the individual or a member of the family;
- (H) A personal income tax document issued within the last year by the District or federal government that contains the name of the individual or a member of the family and indicates a residential address in the District;

(I) A pay stub issued within the last 60 days to the individual or a member of the family that indicates a residential address in the District;

(J) A valid voter registration card, military identification, or veteran's identification issued by the District or federal government that contains the name of the individual or a member of the family and indicates a residential address in the District;

(K) An unemployment document issued to the individual or a member of the family that indicates a residential address in the District;

(L) A current motor vehicle registration in the name of the individual or member of the family that indicates a residential address in the District;

(M) An eviction notice from a residential property in the District issued to the individual or a member of the family within the last 60 days;

(N) A valid unexpired District lease or rental agreement with the name of the individual or a member of the family listed as the lessee or as a permitted resident or renter; or

(O) Any other document the Department identifies as acceptable proof of residency pursuant to rules issued under this act; or

(P) Produces one of the documents listed above, issued or otherwise valid within the last 2 years, and a written verification by a verifier who attests, to the best of the verifier's knowledge, that the individual or family became homeless in the District and has not established a permanent residence outside of the District in the previous 2 years.

C.2.71 Rapid Re-Housing (RRH): A program that provides housing relocation and stabilization services and time-limited rental assistance, as necessary, to help a homeless individual or family move as quickly as possible into permanent housing and achieve stability in permanent housing such that recipients may remain housed when the assistance ends.

C.2.72 Response Time: The time allowed the Provider by the District after initial notification to be physically on the premises at the work site, with appropriate tools, equipment and materials, ready to perform the required Work.

C.2.73 Safe Environment: Defined as either: 1) a physical location that protects persons experiencing homelessness from harm from abuse, assault, threat, exhaustion, or the elements; or 2) a psychological/emotional "space" where homeless persons are entitled to speak, to be respected, to tell their story, to ask for help, and to be heard.

C.2.74 Service Call: A response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met.

C.2.74.1 The Service Call response involves analysis of the problem, and adjustment of operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call.

C.2.74.2 Service Calls may be generated automatically from interfaces to BAS or diagnostic software. A service call can be either an Emergency or Non-Emergency service call.

C.2.75 Severe Weather Conditions: Refers to outdoor weather conditions whenever the actual or forecasted temperature, including the wind chill factor or heat index, falls below 32 degrees Fahrenheit or rises above 95 degrees Fahrenheit.

C.2.76 Service Call: A response to a tenant or agency complaint, or a response to an observation that some equipment, system or material covered by the contract is inoperable, dysfunctional or deteriorated, or that performance standards of the contract are not being met. The Service Call response involves analysis of the problem and adjustment of

operating or monitoring controls or other immediate corrective action. A requirement to perform a Repair may result from the analysis stage of a Service Call. Service Calls may be generated automatically from interfaces to the Building Automation Systems (BAS) or diagnostic software. A service call can be either an Emergency or Non-Emergency service call.

C.2.77 Shelter Diversion: Diversion services are used to prevent homelessness for people seeking shelter by helping them identify immediate alternative housing arrangements and, if necessary, connect them with services or financial assistance to help them return to permanent housing.

C.2.78 Short Term Family Housing (STFH): A small-scale 24-hour community-based emergency housing accommodation for families experiencing homelessness provided through contract with the District, for the purpose of providing shelter and supportive services for up to 50 families.

C.2.79 Severe weather Shelter: Hyperthermia shelter or hypothermia shelter.

C.2.80 SubProvider: A subProvider is an entity that contracts directly with the Provider to provide services to the District under this Human Care Agreement.

C.2.81 Supportive Services - An array of social services aimed at enabling housing stability and the improved quality of life of an individual or family who is at risk of homeless, experiencing homelessness, or is formerly homeless and requires ongoing assistance. These services may include employment; physical health; mental health; life skills; alcohol and other substance abuse recovery; child care; transportation; credit repair, case management; and other health and social service needs which, if unmet, may constitute barriers to obtaining or maintaining permanent housing.

C.2.82 Targeted Affordable Housing (TAH): Units or subsidies that offer long-term affordability and are dedicated for use by the homeless services system.

C.2.82.1 TAH is not intended to address affordable housing in the community more broadly, but is targeted to key populations that do not need ongoing support services and that, but for long-term subsidies, could not exit homelessness or would return to homelessness.

C.2.83 Teaming: A process of collaborating with stakeholders to include family members, service providers, and the community to support the families' goals.

C.2.84 Task Order (TO): an order for services placed against an established human care agreement.

C.2.85 Toiletries: A personal care kit that may include soap, shampoo, shaving cream, razor, deodorant, toothpaste and toothbrush.

C.2.86 Transitional Housing: Defined by the HSRA to mean a 24-hour housing accommodation, provided directly by, or through contract with or grant from the District, for individuals and families that:

- a) Are homeless;
- b) Require a structured program of supportive services for up to 2 years or as long as necessary in order to prepare for self-sufficient living in permanent housing; and
- c) Consent to a case management plan developed collaboratively with the provider.

C.2.86.1 Under the Interim CoC Rules, HUD similarly defines Transitional Housing to mean housing in which all program participants have signed a lease or occupancy agreement, the purpose of which is to facilitate the movement of homeless individuals and families into permanent housing within 24 months or such longer period as HUD determines necessary. The program participant shall have a lease or occupancy agreement for a term of at least one month that ends in 24 months and cannot be extended. Individuals and families living in Transitional Housing are included under the HUD Homeless definition.

C.2.87 Trauma-Informed Care: Most individuals seeking public behavioral health services and many other public services, such as homeless and domestic violence services, have histories of physical and sexual abuse and other types of trauma-inducing experiences. Trauma-informed organizations, programs, and services are based on an understanding of the vulnerabilities or triggers of trauma survivors that traditional service delivery approaches may exacerbate, so that these services and programs can be more supportive and re-traumatization can be avoided.

C.2.88 Turnover: The rate at which units or beds become available as households exit a program model and/or homelessness.

C.2.89 Utensils (Eating): Disposable items, such as, plastic knives, forks, spoons, napkins and straws package individually or combined and included in boxed meals.

C.2.90 Vulnerability Index-Service Prioritization Decision Assistance Tool (VI-SPDAT): The Vulnerability Index is a tool for identifying and prioritizing the homeless population for housing according to the fragility of their health. The SPDAT is an evidence-informed approach to assessing an individual's or family's acuity. The VI-SPDAT tool, across multiple components, prioritizes who to serve next and why, while concurrently identifying the areas in the person or family's life where support is most likely

necessary in order to avoid housing instability. Co-occurring social and medical factors are the primary factors that contribute to homelessness. The VI-SPDAT was created through the merger of the Vulnerability Index, as owned and made popular by Community Solutions, and the SPDAT Prescreen Tool, which is part of the SPDAT tool suite owned and created by Org-Code Consulting, Inc.

C.2.91 Weapon: Any pistol or other firearm (or imitation thereof), or other dangerous or deadly weapon, including a sawed-off shotgun, shot gun, machine gun, rifle, dirk, bowie knife, butcher knife, switchblade knife, razor, blackjack, billy club or metallic or other false knuckles, as referenced in § 22-4502, and any air gun, air rifle, canon, torpedo, bean shooter, sling, projectile, dart, BB gun, spring gun, blow gun, other dangerous missile or explosive, or other dangerous weapon or ammunition of any character, as referenced in Chapter 23 of Title 24 of the District of Columbia Municipal Regulations.

C.2.92 Youth: A person who is under 25 years of age.

C.3 GENERAL REQUIREMENTS

C.3.1 The Provider shall provide services at one or more of the following STFH sites for families experiencing homelessness in accordance with the provisions listed in Section C.3, “General Requirements” and Section 7 “Applicable Documents.”

Site Number	Ward	Site	Unit Count	Max. Capacity	Anticipated Delivery Date
1	4	5505 Fifth Street NW	45	130	October 2018
2	7	5004 D Street SE	35	121	October 2018
3	8	4233 6 th Street SE	50	208	October 2018
4	8	4300 12 th St. SE	26	80	November 2018
5	5	1700 Rhode Island Ave NE	46	138	May 2019
6	6	850 Delaware Avenue SW	50	204	May 2019
7	3	3320 Idaho Island NW	50	203	May 2019

C.3.2 In addition, the Provider shall ensure any subProviders performing services under this SOW perform the requirements of their respective subcontracts in accordance with the provisions listed in Section 3, “General Requirements” and Section 7 “Applicable Documents.” Once the awards have been officially made, the District reserves the right to modify the scope and quantity of services outlined in Section 4.1.1, “Guiding Principles and Service Delivery Framework”.

C.3.3 The Provider shall maintain an office within the District of Columbia of sufficient size to support the management of the STFH site and provide space for staff, training, meetings, and files.

C.3.4 The District reserves the right to demand a change in or removal of any Provider employee or subProvider based on unsatisfactory performance with respect to any work that derives from this award at no additional cost to the District.

C.3.4.1 Guiding Principles and Services Delivery Framework

C.3.4.1.1 The Provider shall operate all programming according to Housing First principles³.

C.3.4.1.2 Providers shall incorporate harm reduction policies and procedures into its program design and operations.

C.3.4.1.3 The Provider shall operate all programming in a manner consistent with the District's HSRA and operate within a systems approach. The Provider shall utilize a strengths-based, culturally relevant, participatory framework for working with families with complex needs. A system of care approach utilizes inter-agency collaboration, individualized programming and community-based service provision.

C.3.4.1.4 The Provider shall aim to coordinate resources to ensure community-level results align with Homeward DC and meet the Household's needs effectively. The Provider shall utilize a comprehensive, multi-disciplinary team-based approach to providing effective and coordinated services. Providers shall coordinate with a range of other service providers, organizations and agencies working with the household to support each family with their own specific goals, reflected in case management plans. For example, Providers must be able to coordinate with community partners who are able to address employment, addiction, medical and/or behavioral health needs.

C.3.4.1.5 The Provider shall provide service delivery that is trauma-informed, empowers families to define goals and is well equipped to respond to the needs of parents and children, many of whom enter shelter in crisis.

C.3.4.1.6 Research shows that extreme poverty, which is closely associated with experiences of homelessness, can have a negative and potentially lasting impact on brain development of young children. To promote positive outcomes for the whole family, the Provider shall employ a two-generation (whole-family) approach that identifies effective ways to address the challenges facing both parents and their children simultaneously.⁴ This approach may include programming to develop caregiver skills and resources that influence healthy child development, as well as the skills adults need to advance their economic security.

C.3.4.1.7 The Provider shall be responsible for all aspects of community engagement related to the STFH site, including finalizing and signing a Good Neighbor Agreement (GNA) within thirty (30) days of the HCA award, which will have been developed in advance by the Advisory Team; taking over the role of Co-Chair from the Administrative Representative (DHS will continue to have a staff member represent DHS on the Advisory Team); developing a regular schedule for communication with the Advisory Team, which shall include, at a minimum, two in-person meetings per year; providing a clear point of contact at the STFH site to respond to community requests and concerns; participating in formal and informal neighborhood groups when the community group has a planned agenda that addresses the STFH program; and providing notification to neighbors when programming may have an impact on the surrounding community.

³ USICH provides a help a helpful resource on what housing first means in practice at: <https://www.usich.gov/tools-for-action/housing-first-checklist>

⁴ Aspen Institute provides helpful resources on providing a "Two-Gen" approach. See: <https://ascend.aspeninstitute.org/resources/2gen-tools-to-help-children-and-families-thrive/>

C.3.4.1.8 The Provider shall operate each STFH site pursuant to the terms of the applicable GNA for that site.

C.3.4.1.9 The Provider shall develop and submit Program Rules to the CA for DHS approval within thirty (30) days of the HCA award. Program Rules shall be updated annually.

C.3.4.1.10 The Provider shall review, explain, and provide each family with a copy of the Program Rules for the STFH site during program intake. The Provider shall also ensure these rules are posted in common areas, including dining rooms, meeting areas, common hallways and administrative offices, in each building.

C.3.4.1.11 The Provider shall develop and submit for DHS approval within thirty (30) days of the HCA award and annually thereafter a Code of Conduct policy for all staff including subcontracted staff. The policy shall ensure all staff treats clients with a high standard of professionalism, dignity, safety, service quality, and respect.

C.3.4.1.12 The Provider shall establish and maintain a professional work environment among staff and clients that promotes mutual respectful interactions between staff and residents.

C.3.4.1.13 The Provider shall provide de-escalation services to participants of the program as needed. Following de-escalation, the Provider shall connect households to relevant service providers as appropriate for follow up, including the Department of Behavioral Health (DBH), Child and Family Services Agency (CSFA), Domestic Violence services, or other resources through the DC Cross Connect Team.

C.3.5 Staffing Requirements

C.3.5.1 The Provider shall develop and submit a staffing plan to the CA within five (5) days of the HCA award and annually thereafter. The staffing plan shall include, at minimum, recruitment strategies, staff retention and replacement strategies (i.e. when an unexpected vacancy occurs), organizational structure, organizational charts, position descriptions, and staffing qualifications.

C.3.5.2 The District reserves the right to demand a change in or removal of any staff provided by the Provider or any subProviders based on unsatisfactory performance at no additional cost to the District.

C.3.5.3 In compliance with Chapter 4 of Title 27 of DCMR, Criminal Background Checks for Government Providers that Provide Direct Services to Children and Youth, the Provider will secure criminal background checks for individuals and unsupervised volunteers, employees, and applicants for employment as required for contracting entities contracting with the District of Columbia to provide direct services to children or youth.

C.3.5.4 The Provider shall ensure background checks are completed prior to the start of employment and provided to the CA. The Provider shall ensure it includes a recertification process in its staffing plan.

C.3.5.5 The Provider shall provide for clearance of all staff and any subcontracted staff that have direct contact with families and children from the FBI, Police, Child and Family Services Agency (CSFA) Child Protection Register, DC Child Abuse Registry, and National Sex

Offender Registry Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract and as otherwise required by District law. Providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be screened pursuant to the Act. The Provider shall provide DHS with documentation certifying such clearances for all affected employees. All documentation shall be submitted to the CA within sixty (60) days of the HCA award. The Provider shall ensure all new hires obtain background clearances prior to the start of employment, annually, and as needed.

C.3.5.6 The Provider shall ensure background checks are applied to all positions per their function as listed in attachment J, Enhanced Suitability Screening Guide.

C.3.5.7 The Provider shall test all employees and staff who have direct contact with families and children for drug and alcohol use. Providers are Safety Sensitive employees as defined by

the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be tested pursuant to the Act. The Provider shall provide documents certifying negative drug and alcohol test results for all such employees and staff to the CA within sixty (60) days of HCA award. Provider shall ensure all new hires obtain certified negative drug and alcohol test results prior to the start of employment, annually, and as needed.

C.3.5.8 The Provider shall ensure all staff having contact with clients completes annual tuberculosis screening. The Provider shall ensure tuberculosis screening are completed prior to the start of employment and provided to the CA.

C.3.5.9 The Provider shall maintain job descriptions, resumes, and annual evaluations for each staff person. The Provider shall provide updated information to the CA within thirty 30 days when there is a change in personnel.

C.3.5.10 The Provider shall provide and maintain staff documents in a locked file accessible to the Provider's senior management staff, DHS monitors, and the CA.

C.3.5.11 The Provider shall maintain an organizational chart that shows the reporting relationship and function of key staff persons.

C.3.5.1 2 The Provider shall maintain a written job description for each position funded through the HCA that must be included in the Provider's files and be available for inspection on request by the CA. The job description shall include:

- a) Education, experience, and/or licensing/certification criteria,
- b) A description of duties and responsibilities,
- c) Hours of work, and
- d) Performance evaluation criteria.

C.3.5.13 The Provider shall maintain an individual personnel file for employee working under the HCA, which will contain:

- a) The application for employment,

- b) Professional and personal references,
- c) Applicable credentials/certifications,
- d) Personnel actions including time records,
- e) Documentation of all training history,
- f) An annual evaluation for the current or preceding year,
- g) Notation of any allegations of professional or other misconduct,
- h) The Provider's action with respect to these allegations, and
- i) The date and reason for the Provider's actions if staff member is terminated.
- j) Documentation of a current Tuberculosis Test.

C.3.5.14 The Provider shall make available all personnel materials to the CA upon request. The Provider shall provide orientation sessions for each staff member and volunteer covering administrative procedures, program goals, and policies and practices to be followed under this SOW.

C.3.5.15 The Provider shall maintain, if volunteers are used, a personnel file for each volunteers that will contain:

- a) Background check requirements listed in Sections C.3.5.3, C.3.5.4, C.3.5.5, and C.3.5.6.
- b) Documentation of professional and personal references,
- c) Applicable credentials/certifications,
- d) Training completed,
- e) Information documenting skills that contribute toward the success of this HCA,
- f) Notation of any allegations of professional or other misconduct
- g) The Provider's action with respect to the allegations, and
- h) The date and reason for the Provider's actions if the volunteer is terminated from the HCA,
- i) Documentation of a current Tuberculosis Test for those staff having direct contact with clients.

C.3.5.16 The Provider shall provide any changes in staffing patterns in advance and in writing to the CA for approval. Staffing patterns includes the number and types or categories of staff assigned to carry out particular functions within an organization. A change in staffing patterns includes, but is not limited to, organization restructures, key personnel turnover, or staff augmentation.

C.3.5.17 The Provider shall ensure sufficient professional staff is available to provide training, technical assistance, contract administration, financial management, oversight and monitoring for all provided services. At a minimum, the Provider's professional staff shall include:

- a) Program/Project Director (or equivalent): The Program Director must have at minimum a Master's Degree in the Human Services field, and professional knowledge of the theories, principles, techniques, and practices of social service delivery systems. He/she must have a minimum of 4 years professional of

supervisory and/or managerial experience in the human services and/or Medicaid service delivery.

- b) Social Worker: A Social Worker must have at minimum a Master's Degree in Social Work from a Council on Social Work Education-accredited College. He/she must be licensed to practice social work in the District of Columbia, and have a minimum of two years of experience in social work case management and direct service delivery.
- c) Residential Aide: Residential Aides are responsible for the safety and security of the staff, clients and the building at each STFH site. The Provider shall ensure the duties assigned to each Residential Aide matches their qualifications, skills and competence to perform the assigned tasks.
- d) Case Manager Supervisor: A Case Manager Supervisor must have professional knowledge of the theories, principles, techniques, and practices of social service delivery systems. He/she must also have a minimum of 5 years of professional experience providing counseling and case management services to individuals/families experiencing homelessness or other related populations, as well as knowledge of child development and effective programming for children.
- e) Case Manager: The Provider shall ensure the case management duties assigned to a staff member appropriately matches their qualifications, skills, and competence necessary to perform the case management tasks. Any individual without a degree in any of the human services fields who serves as case manager or any individual providing direct services within this case management contract must have documented minimum training and experience in the following areas within 3 months of being employed by the Provider:
 - i. Knowledge of the HRSA Standards
 - ii. Knowledge of HIPPA Standards
 - iii. Knowledge of the CAHP process
 - iv. A minimum of 3 hours of Ethics training
 - v. Knowledge of ADA and Reasonable accommodation
 - vi. Engagement/Building Trust
 - vii. Motivational Interviewing
 - viii. Service Plan Development
 - ix. Clinical Documentation and Maintaining Case Records
 - x. Training in Developing and Setting Goals with clients
 - xi. Training in Sensitivity with Diverse Populations
 - xii. Knowledge Substance Abuse Disorders
 - xiii. Knowledge of Mental Health Disorders

Case Managers must have a minimum of two (2) years of experience with homeless programs or provision of social services. (Note: the two years of experience may be waived if the candidate for employment can document having experienced homelessness.)

f) Operations Manager: The Operations Manager must have a Bachelor's degree in Facilities Management, Facilities Engineering or related qualifications and experience such as project management, business management or construction management. He/ she must demonstrate working knowledge of principles and practices of project management.

C.3.5.18 The Provider shall maintain documentation of the names and reporting relationships of the key personnel that will be used to perform the work under the proposed HCA. The Provider shall also maintain documentation that personnel possess adequate training, certifications, qualifications, and competence to perform the duties to which they have been assigned.

C.3.5.19 The Provider shall ensure relevant staff is available to meet with DHS as needed.

C.3.5.20 The Provider shall have a representative attend the meetings of, and participate in work of, the District's Interagency Council on Homelessness. The Provider shall also designate staff to attend and participate in the work of relevant ICH committees and work group.

C.3.5.21 The Provider shall ensure that culturally competent and linguistically appropriate services are provided to families. The Provider shall ensure the ability of appropriately trained and qualified staff, service partners, and providers to deliver or ensure access to services in a manner that effectively responds to the languages, values, and practices present in the various cultures of its clients so the Provider can respond to the individual needs of each household. The Provider shall also have a comprehensive listing of resources and/or language lines to ensure that non-English speaking clients can be linked to appropriate services.

C.3.5.22 At minimum, the Provider shall ensure each household with foreign language needs receive case management services without any interruption or delay in service delivery.

C.3.5.23 Provider shall ensure that clients have immediate access to language Access services in accordance with the DC "Language Access Act of 2004".

C.3.5.24 The Provider shall be in compliance with all local, state, and federal ADA requirements, including the DC Human Rights Act, and shall ensure services are accessible to households with disabilities.

C.3.5.25 The key personnel specified in C.3.5.17 of this solicitation are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Provider shall notify the CA at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon

the HCA. The Provider shall obtain written approval of the CA for any proposed substitution of key personnel.

- C.3.5.26 The Provider shall develop, submit to the CA within thirty (30) days of award, and implement a non-fraternization policy for all staff and Providers, including janitorial and security staff. The non-fraternization policy shall prohibit personal relationships or social interactions with residents of the STFH site that go beyond the scope of professional duties, including communicating with residents about non-job related issues, exchanging gifts, spending an inappropriate or excessive amount of time with residents, or taking steps to be alone with a resident.

C.3.6 Training

C.3.6.1 The Provider shall be responsible for ensuring its staff and any subProviders receive appropriate training. The Provider shall provide the CA with a training plan within thirty (30) days of award that describes trainings to be provided, the schedule of trainings, and whether trainings will be provided by the Provider, DHS, CoC lead, or other entity. DHS shall review and approve the proposed trainings. DHS may require changes to the training plan to add or

remove proposed trainings as needed. Trainings shall include, at a minimum, the following topics below:

1. Homeless Services Reform Act (HSRA) 2005 Overview
2. Homeless Management Information System (HMIS)
3. Housing Quality Standards (HQS)
4. Coordinated Assessment and Housing Placement (CAHP) System
5. Housing First
6. Reasonable Accommodations and ADA
7. Emergency Preparedness
8. Customer Service Training
9. Cultural Competency and Sensitivity (including LGBTQ cultural competency)
10. Understanding Special Needs
11. Trauma Informed Care
12. Assertive Engagement
13. Motivational Interviewing
14. Non-Coercive Approaches to Conflict Management
15. Crisis Intervention
16. Housing Based Case Management
17. CPR First Aid
18. Unusual Incident Reporting (UIR)
19. HIPPA
20. Fair Housing
21. Landlord-Tenant Rights and Responsibilities
22. Financial Management & Contract/Grants Administration
23. Financial Literacy
24. Suicide Risk Assessment and Prevention
25. Stages of Change
26. Conflict Resolution
27. SOAR
28. VI-SPDAT, CATCH, and STEP Tool

29. Language Access Line
30. Mental Health First Aid
31. Non-Violent Crisis Intervention
32. Boundaries and Confidentiality
33. DHS Maintenance and Repair Tool
34. DC Cross Connect Teaming Training (Multi-Agency Unified Case Planning)
35. Child Development
36. Sexual Harassment

C.3.7 Data Collection, Reporting and Sharing Requirements

C.3.7.1 The Provider shall use, and shall require any subProviders providing direct services to clients use, the District’s Homeless Management Information System to capture client-level data, including bed lists, data collection, and case management notes and supporting documentation to track progress in meeting milestones in households’ case management plans, in accordance with standards and policies governing the use of the District’s HMIS.

C.3.7.2 Unless otherwise exempted for reasons of participant safety and confidentiality, the Provider shall endeavor to make a positive identification of every person that utilizes

shelter under this SOW – consisting at a minimum of all “universal” HMIS data elements as defined in HUD’s Final Notice on HMIS Data Standards:

(<http://www.hud.gov/offices/cpd/homeless/rulesandregs/fr4848-n-02.pdf>). In addition, the Provider shall endeavor to collect the address and contact phone number (if any) of a person to be contacted in case of emergency. The Provider shall comply with all HMIS requirements. The Provider shall enter accurate bed assignment and utilization data into the DC CoC’s HMIS to support the operation of the HMIS Dashboard system on a daily basis. If the program is exempt from DC CoC HMIS participation, the assignment of beds and the discharge of participants will be reported manually in the manner prescribed by DHS on a daily basis.

C.3.7.3 The Provider shall use HMIS to document demographic information, client services, and case plans. Specific HMIS data entry requirements shall include, at a minimum, the following data elements and frequency of collection:

- a. Entry Date: Collected for all persons in households served by the Provider.

Minimum Frequency of Data Collection: This should be entered into the HMIS at the time of program entry to record service start date.

- b. Exit Date: Collected for all persons in households served by the Provider.

Minimum Frequency of Data Collection: This should be entered into the HMIS at the time of program exit to record service end date.

- c. Reason for Leaving: Collected for all persons in households served by the Provider.

Minimum Frequency of Data Collection: This should be entered into the HMIS at the time of program exit to document the reason a person or family is leaving the program.

- d. Destination: Collected for all persons in households served by the Provider.

Minimum Frequency of Data Collection: This should be entered into the HMIS at the time of program exit to document a household's housing situation upon leaving the program.

- e. Universal Data Elements: Collected for all persons in households served by the Provider.

Minimum Frequency of Data Collection: These data elements shall be collected at project entry, update (if changed during project enrollment), annual assessment for individuals and families enrolled in projects for one year or more without exit, and upon project exit.

- f. Housing Move-in Date - only applies to permanent housing (including Rapid Rehousing and Permanent Supportive Housing).

Minimum Frequency of Data Collection: These data elements shall be collected once (at the time of move in).

- g. Disabilities Sub-assessment: Collected for all persons in the household.

Minimum Frequency of Data Collection: These data elements shall be collected at program entry and exit as well as updated as necessary while clients are actively enrolled in the program.

C.3.7.4 The Provider shall assign a staff person to serve as the HMIS Administrator for the Provider and shall ensure all staff and any subProviders using HMIS are properly trained. The HMIS Administrator shall be responsible for both the day-to-day operation and submission of HMIS data, ensuring data integrity by reviewing system data regularly, providing data reports and analysis as required by this Statement of Work and/or upon request by DHS, and for developing strategies in coordination with DHS for using data driven solutions for homeless assistance.

C.3.7.5 The Provider shall ensure a daily log is maintained to record all shelter activities. The Provider shall ensure the daily log is maintained electronically in HMIS or other designated electronic database as directed by the CA.

C.3.7.6 The Provider shall maintain a shelter bed list via Shelter Point in HMIS depicting occupied beds/units at each STFH site. Provider shall compile a Daily Census each evening to be updated by noon the following day.

C.3.7.7 In addition to HMIS, the District uses the STEP and CATCH systems to document client information. The STEP tool is used to document steps required to lease up

a client, including applying for housing resources, and viewing and inspecting units. CATCH is used to document customer participation in work preparation, search, and placement activities.

C.3.7.8 The Provider shall ensure Case Managers document all client and family information as required by DHS, including data to be entered into STEP and CATCH

C.3.7.9 The Provider shall ensure all case notes related to the household's service needs, barriers and assessments are recorded in both HMIS and CATCH. Case notes shall document progress towards goals and efforts to address barriers, challenges the Provider may be experiencing in working with the household, and any pertinent information about participation in work activities.

C.3.7.10 The Provider shall facilitate data and information sharing across subProviders and other providers within the Continuum of Care, within the permissible bounds of the law and the District's release of information policies, to enable effective outreach, identification/location of clients, and connection to housing and other supportive services.

C.3.8 General Reporting Requirements

C.3.8.1 The Provider shall submit monthly summary reports to the CA regarding the progress towards task completion and SOW requirements. The monthly report shall include

information on services provided to families in Section C.3, HCA Requirements. The report shall be submitted with the monthly invoice. The reporting format shall be mutually agreed upon by the Provider and the CA.

C.3.8.2 The Provider shall ensure the monthly report includes, at minimum, the following information:

1. Number of households entering shelter;
2. Number of households successfully diverted;
3. Number of households referred to the Office of Work Opportunity for TANF Comprehensive Assessments (TCA) completion
4. Number of households connected to TEP vendors, level of engagement (actively participating, sanctioned, case closed, etc.), and number of households re-connected to TEP vendors.
5. Number of households who have increased their income in the past 30 days.
6. Length of stay in shelter;
7. Number of households that exit shelter and reasons for exits;
8. Number of households that remained stably housed at least two months after exiting shelter;
9. Number of households that re-enroll in services within 6 months and 12 months after exiting to a permanent housing placement;
10. Services provided to each household, and, if relevant, the name of the subProvider, provider, or agency providing the service;
11. Number of households assisted to address issues related to credit, rental, or criminal history; and,
12. Number of Office of Human Right appeals filed against landlords for discrimination.

C.3.8.3 The Provider shall report unusual incidents through the DHS unusual incident database, available online at <https://dhs.dc.gov/page/unusual-incidents>, immediately, or as soon as safely possible after the occurrence of the incident, but no later than twenty four (24) hours after its occurrence, to the Office of Program Review, Monitoring and Investigation (OPRMI) and any other appropriate DHS-designated offices (to be provided within thirty (30) days of HCA award). The requirement for the Provider to submit an unusual incident to DHS no later than twenty four (24) hours after the incident occurs includes all unusual incidents, even when the incident occurs on a holiday or a day the District government is closed for operation.

C.3.8.4 Online submission is the preferred method of reporting an Unusual Incident Report to DHS; however, a Provider may also report the unusual incident in any of the following ways by:

1. Emailing a description of the incident and circumstances to OPRMI@dc.gov;
2. Calling OPRMI at 202-671-4460 during normal DHS business hours to report the incident. Calling the 24-hour Unusual Incident Hotline at (202) 673-4464 and leaving a voicemail message describing the incident and circumstances as well as the name and number of the person reporting the incident;
3. Faxing OPRMI at 202-671-4409 a description of the incident and circumstances;
4. Visiting OPRMI in person to report the unusual incident at 64 NY Ave, NE 6th Floor, Washington, D.C. 20002, during normal DHS business hours.

C.3.8.5 For any incident resulting in an injury requiring medical attention or death to any person(s) or substantial damage to property such that it requires replacement or professional repair by the District, the Provider must provide a written report to the CA and other DHS designated personnel within 24 hours. If there is a death or report of a missing child under the age of 18, in addition to the written report, the Provider shall notify the CA and designated DHS staff within one hour of the incident and shall immediately report the incident to the Metropolitan Police Department.

C.3.8.6 An Unusual Incident is an alleged, suspected, or actual event or occurrence involving a DHS customer, employee, Provider, subProvider, or volunteer that adversely affects or compromises the integrity of DHS programs or which threatens the health or safety of a DHS customer, District employee or the general public, or District property.

Examples of unusual incidents include, but are not limited to, the following:

1. Abuse or Neglect;
2. Assault and/or Injury;
3. Death;
4. Discrimination;

5. Facility maintenance or repair of District property that are sudden serious problems in the
6. physical facility;
7. Threats;
8. Possession or use of controlled substances by DHS employees, customers or Providers, while on duty or on government property;
9. Unexplained absence of a client (e.g. Missing Person reported to MPD);
10. Physical, sexual, or verbal abuse of a client by staff or other clients;
11. Staff negligence or employee misconduct, such as suspected fraud, harassment, or conflict of interest; gross mismanagement, gross misuse or waste of public resources or funds; abuse of authority in connection with the administration of a public program or the execution of a public contract; a significant violation of a federal, state, or local law, or regulation, or terms of a contract between the District government and a District government Provider which is not of a technical or minimal nature; or a substantial and specific danger to the public health and safety;
12. Fire;
13. Theft;

14. Vehicle accidents or destruction of, or damage to, government property;
15. Any incident requiring the services of law enforcement, medical staff or fire personnel;
16. Privacy or Health Insurance Portability Accountability Act (HIPAA) Violations;

17. Client behavior requiring attention of staff not usually involved in their care.

C.3.8.7 The Provider shall submit a final, annual report to the CA no later than the 30th day after end of current period of performance. This report will summarize all service delivery data, accomplishments, issues, outcomes, and recommendations.

C.3.8.8 The Provider shall adhere to specific reporting requirements set forth in each service under this HCA.

C.3.8.9 The Provider shall conduct an annual Customer Satisfaction Survey of the households and provide to the CA a sampling of the Customer Satisfaction Survey within 75 days of completion. The Provider shall submit a summary report of all survey findings. The CA may request the results of all surveys or additional samplings. The Provider shall strategize with DHS and collaborate with the CA on the survey methodology, which shall be mutually agreed upon prior to its execution. The survey methodology, at minimum, shall include sampling, questionnaire content, and data analysis.

C.3.8.10 The Provider shall participate in the District's annual Point-In-Time (PIT) count.

C.3.8.11 The Provider shall submit an Emergency Shelter Monthly Data Quality Data Verification Form to the Contract Administrator.

C.3.9 Client Grievances

C.3.9.1 The Provider shall comply with all procedures for filing grievances and resolution in accordance with STFH Program Rules and the HSRA. The Provider shall post these procedures in common areas, including in dining rooms, meeting areas, common hallways and administrative offices at each temporary housing facility.

C.3.9.2 The Provider shall develop and establish a client grievance process within thirty (30) calendar days of the HCA award, which shall be updated annually.

C.3.9.3 The Provider shall ensure any subProviders adhere to the established client grievance process.

C.3.9.4 The Provider shall ensure all filed grievances, including any grievance filed by subProviders, and are properly documented electronically. The Provider shall submit a monthly, electronic report of all grievances and resolution plans to the CA.

C.3.9.5 The Provider shall create a centralized complaint hotline for households to file grievances within thirty (30) days of the HCA award and shall ensure the number is posted prominently in common areas, including in the dining room, meeting areas, common hallways and the administrative office. The Provider shall monitor, maintain a log, and follow-up on calls received within 24 hours.

C.3.9.6 The Provider shall include a procedure for soliciting client feedback for the purpose of continuous programmatic improvement. The procedures for soliciting client feedback platforms may include, but are not limited to, town hall meetings attended by program supervisors/senior management, a locked comment box only accessible by program supervisors/senior management, or a periodic customer service survey (survey administration shall ensure that clients are provided the opportunity to respond based on their length of stay). Clients shall have the right to provide feedback directly or anonymously without retaliation from staff.

C.3.9.7 The District reserves the right to demand a change in or removal of staff provided by the Provider or the subProviders based on retaliation towards clients for soliciting feedback. Retaliation grievances shall be reviewed and substantiated by the CA or CO before any demand is made.

C.3.9.8 The Provider shall comply with applicable Federal and District statutes and regulations, including eligibility determination, client due process rights to an Administrative Review and Fair Hearing, and non-discrimination.

C.3.9.9 The Provider shall provide representation before the Office of Administrative Hearings to represent the Provider if a client requests a fair hearing directly related to an action taken by the Provider. The Provider shall also ensure that its subProviders are represented at all hearing when a client requests a hearing directly related to an action taken by a subProvider.

C.3.10 Recordkeeping

C.3.10.1 The Provider shall develop, within thirty (30) days of the HCA award, a system for maintaining records that shall include:

- a) A signed copy of the HCA and any subcontracts;
- b) The scope of work;
- c) Measurable goals and performance targets;
- d) Program budget;
 - Program budget shall include line item categories for all costs, which include personnel and non-personnel costs. Personnel costs shall include, at minimum, labor and fringe benefits by each position. Non-personnel costs shall include, at minimum, services (supportive and direct), administrative fees (i.e. supplies, materials, equipment), food, and other operating costs.
 - i. DHS may provide a template upon request from the Provider.
- e) Program personnel list;
- f) Job descriptions;
- g) Organizational chart;
 - i. Organizational chart shall include all departments and personnel that are involved with any of the requirements in this scope.
- h) Organizational budget;
- i) Organization's most recent annual report;
- j) Certificate of Occupancy;
- k) Business license;
- l) Signed certification of Provider's fiscal controls;
- m) Lease agreements;
- n) Insurance policies;
- o) Workplace policies;
 - i. Workplace policies shall include, but are not limited to, all HR, operations, and administrative policies.
- p) Evidence of coordination and collaborative agreements;
- q) Lead based paint disclosure form;
- r) Certification of participation of formerly homeless individual(s) on board or advisory board;
- s) Certification of good standing to operate in the District of Columbia from the Department of Consumer and Regulatory Affairs; and,
- t) Signed copy of the most recent audit or financial report

C.3.10.2 The Provider shall ensure the system for record maintenance shall cover all services required by this SOW. If the Provider subcontracts any of the services in this SOW, then the Provider is responsible for ensuring all subProviders adhere to its system for record maintenance.

C.3.10.3 The Provider shall comply with the guidelines of the Office of Management and Budget (OMB) Super Circular A200. The Provider shall comply with, and ensure any subProviders comply with, all provisions of the Homeless Services Reform Act of 2005, as amended (HSRA), the implementing regulations, and any subsequent amendments to the HSRA or implementing regulations. The Provider shall comply with, and ensure any subProviders comply with, all provisions of the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act.

C.3.10.4 The Provider shall maintain households' records at the STFH sites (or Provider/subProvider's office when applicable) electronically and/or non-electronically,

which shall include basic case management forms and documentation, including but not limited to: Eligibility Determination (either homeless, disabled, or from a targeted population); Intake Information; Resident Contract; Program Rules (corresponding with the Homeless Services Reform Act of 2005); Listing of Rights and Responsibilities; Release of Information Form; Initial Assessment; Case Management Plan; Documentation of Escrow and Escrow balance; and Case Notes. All information provided to the client (e.g., program rules, resident contract) should include a client-signed acknowledgement of receipt, which should also be maintained in the client file that the District has 24/7 access to.

C.3.11 STFH – General Operations and Oversight

Facilities & Programs

C.3.11.1 The Provider shall be responsible for, at minimum, ensuring the following onsite services are offered at STFH sites covered by this SOW: management of day-to-day STFH site operations, case management and other supportive services, 24-hour residential supervision and monitoring, security, janitorial, and furniture services. The Provider shall also be responsible for providing meals as specified in Section C.3.38 at all sites designated as STFH, with the exception of 4300 12th St., SE.

C.3.11.2 The Provider shall identify a shift supervisor at the STFH site who shall serve as the primary point of contact for the Provider and for DHS.

C.3.11.3 The Provider's Operations Manager shall be responsible for ensuring the effective functioning of the STFH site to provide an efficient and safe working environment for employees and clients by using best business practices to manage resources, services and processes to meet the needs of the District. The Operations Manager must develop and implement a facility management program that meets the requirements of this SOW.

C.3.11.4 The Provider shall ensure at least one staff person onsite at all times has the training and knowledge required to operate the STFH site's security system.

C.3.11.5 The Provider shall provide appropriate oversight of clients at the STFH site and shall enforce Program Rules. In so doing, the Provider shall retain a strong emphasis on customer service, and shall use practices including trauma informed care, verbal judo, and other de-escalation and conflict resolution techniques.

C.3.11.6 The Provider shall ensure staff working an overnight shift stays awake and alert during their shift. The Provider shall work to keep noise within the facility at a minimum once lights have been turned out for the night.

C.3.11.7 The Provider shall ensure the following services are accessible and offered to clients as needed by public or private community partners: physical health care, mental health care, substance abuse/recovery services, education/life skills, and legal services.

C.3.11.8 The Provider shall ensure any participant who self-identifies as living with HIV/AIDS shall be linked to housing resources available through agencies funded to provide Housing Opportunities for Persons with Aids (HOPWA) services. This does not prohibit the Provider from providing immediate housing or other services to participants or allow the Provider to deny access to such services.

C.3.11.9 The Provider shall ensure Program Rules and procedures are explained to each household upon intake. Additionally, the Provider shall provide each family with details of their rights and responsibilities as residents of the program. The Provider shall ensure all participants sign the Program Rules, and that signed copies of the Program Rules are kept in the client record and provided to the household.

C.3.11.10 The Provider shall abide by all established policies and procedures regarding administrative reviews, fair hearings, eligibility determinations, and due process. The Provider shall initiate the appropriate process, as needed, when grievances about housing and/or service policies and/or request for fair hearings are received.

C.3.11.11 The Provider shall provide (and ensure that any subProviders provide) homeless services in accordance with policies, standards, and best practices as developed and/or approved by DHS. DHS may request that the Provider participate in the development of written policies. All formal policy guidance (*i.e.*, written guidance establishing new policy and/or interpretations of existing policy/law) shall be submitted to DHS for review/approval prior to distribution.

C.3.12 SubProviders

C.3.12.1 The Provider may choose to subcontract the following services required by this SOW with prior written approval from the CA: janitorial, food, security, and supportive services. Case management and general operations services shall be performed directly by the Provider. If the Provider does subcontract any/all of these services, the Provider shall be responsible for monitoring the subProvider's service delivery, and shall hold any subProviders to the same standard of all requirements written in this SOW.

C.3.12.2 The Provider shall ensure subProviders do not subcontract with another provider. The Provider will ensure there is only one level of subcontracting when a service is subcontracted.

C.3.12.3 The Provider shall ensure subProviders directly report to the Provider. The Provider shall be responsible for all reporting to DHS.

C.3.13 Financial Management and Invoicing

C.3.13.1 The Provider shall establish and maintain a financial management system for the monthly disbursement of payments to any subProviders. The Provider's financial management system, shall, at minimum, track disbursements and expenditures for each subProvider by month. The Provider shall submit a budget to the CA for approval within thirty (30) calendar days of HCA award updated annually.

C.3.13.2 The financial management system shall track expenditures for each subProvider by quantity of goods and/or services and line item category. Line item categories may include, but are not limited to, personnel costs, services (supportive and direct), administrative fees (*i.e.* supplies, materials, equipment), food, and other operating costs.

C.3.13.3 The Provider shall submit monthly invoices to the CA within ten (10) calendar days after the close of each month. Invoices from the Provider shall include, at minimum,

name and remittance address of the business concern, invoice number, and date; Contract number or purchase order or other authorization for delivery of goods or services; Description of services, supplies, materials and equipment; price and quantity of goods and services actually delivered or rendered: price and quantity of goods and services actually delivered or rendered; Provider's DUNS number; Backup documentation for each subProvider, which shall include all expenditures by quantity and line item category.

C.3.13.4 The Provider shall only submit monthly invoices for delivered goods and services. The invoices shall include quantity of delivered goods and services.

C.3.13.5 The Provider shall include a reconciliation of all monthly expenditures in its submission. This includes, but is not limited to, all subProvider invoices.

C.3.13.6 The Provider shall identify and include all federal earmarked fund use in monthly invoices.

C.3.13.7 The Provider shall track all benefits and services provided by funding source in HMIS and in the agency's general ledger. All expenditures shall be reconciled on each monthly invoice to ensure accuracy.

C.3.13.8 The Provider shall comply with the guidelines of the Office of Management and Budget (OMB) Super Circular A200. The Provider shall comply with, and ensure any subProviders comply with, all provisions of the Homeless Services Reform Act of 2005, as amended (HSRA), the implementing regulations, and any subsequent amendments to the HSRA or implementing regulations. The Provider shall comply with, and ensure any subProviders comply with, all provisions of the Settlement Agreement between the U.S. of America and the District of Columbia under the Americans with Disabilities Act.

C.3.14 RESERVED

C.3.15 Emergency Preparations

C.3.15.1 The Provider shall establish and maintain the capacity to provide and implement Emergency Preparedness Plans for Households in the event there is a disaster or declared emergency. The Emergency Preparedness Plan shall provide guidance and direction that will enable all staff as well as clients to respond effectively to emergency situations or conditions that may cause harm to staff, residents or visitors or damage property within or outside the facility. The Provider shall provide to the CA an Emergency Preparedness Plan within thirty (30) days of HCA award. The Emergency Preparedness Plan shall include, at minimum, all aspects of operations such as key staff contact information, communication protocol, transportation, shelter, food provision, supply distribution, and other service delivery. The Plan shall also include at least the following components:

- a. Identified Lead in charge or designee during emergencies
- b. Identified principal assistant in charge in case the Lead is unavailable or absent
- c. Detailed Training Plan and procedures that ensure:
 - i. All staff members, residents and clients have knowledge of emergency signals, actions and evacuation procedures; and,
 - ii. Emergency equipment is operating and readily available in case of emergency (e.g., emergency medical kits, flashlights, etc.)
- d. Designated evacuation routes, assembly areas, shelter in place rooms and areas of rescue/refuge;
- e. Established and publicized emergency communications systems;
- f. Organized drills and/or emergency rehearsals (e.g., evacuation, shelter in place, lockdown, earthquake, etc.);
- g. Scheduled time frame for plan review and updates; and,
- h. Description of how Provider will continue providing mission critical services in an emergency or catastrophic event

C.3.15.2 The Provider shall provide Emergency Preparedness training to staff to ensure readiness when there is a disaster or declared emergency.

C.3.15.3 The Providers shall collaborate with DHS in the implementation of the Emergency Preparedness Plan in the event of a disaster or declared emergency.

C.3.16 Education Related Requirements

C.3.16.1 The Provider shall, as required by the McKinney-Vento Act and as amended by the HEARTH Act, provide documentation that demonstrates the Provider has established education-related policies and practices for households in STFH within forty-five (45) calendar days of the HCA award.

C.3.16.2 The Provider shall not only document Provider's education-related policies and practices for the Provider's clients, but also document the process by which the Provider established these policies and practices to ensure compliance with the McKinney-Vento Act, as amended by the HEARTH Act.

C.3.16.3 The Provider shall, as required by the McKinney-Vento Act and as amended by the HEARTH Act, designate a staff person to ensure children participants are enrolled in school and connected to the appropriate services within the community. The Provider shall document, in writing, its process for identifying/hiring a designated staff person, including any budget or resource implications, to ensure compliance with the McKinney-Vento Act, as amended by the HEARTH Act.

C.3.16.4 The Provider shall ensure children enrolled in the District of Columbia Public Schools and Public Charter Schools are connected to the appropriate homeless liaison, and shall assist clients to troubleshoot and issues or concerns in working with the homeless liaison.

C.3.16.5 The Provider shall ensure the verification of school enrollment and attendance on a daily basis. The Provider shall use the Office of the State Superintendent's SLED system to monitor school participation and attendance. Any signs of truancy shall be reported in writing (electronically) to the school's homeless liaison and to the CA within 24 hours.

C.3.17 Shelter Services

C.3.17.1 The Provider shall ensure units are inspected weekly between the hours of 9:00am to 9:00pm with reasonable notice of the planned inspection to ensure minimal standards in the HSRA are met for unit upkeep.

C.3.17.2 The Provider shall ensure the STFH site meets the ICH Minimum Habitability Standards (under development), HSRA requirements, and all requirements specified in this Statement of Work.

C.3.17.3 The Provider shall ensure any inspectors performing housing or shelter inspections under this SOW are appropriately certified to conduct the specified inspection.

C.3.17.4 The Provider shall procure all applicable licenses or permits necessary to meet the code regulations required to operate the STFH site. All applicable licenses or permits shall be retained at each site.

C.3.17.5 The Provider shall maintain the STFH site in compliance with fire safety requirements, and shall maintain required documentation, including the Certificate of Occupancy, case records, and personnel records.

C.3.17.6 The Provider shall provide the CA with written procedures to ensure the health and safety of residents, staff and visitors on a daily basis within thirty (30) days of award. The procedures must address such issues as fire safety, the handling of blood borne pathogens, first aid, and cardiopulmonary resuscitation certification (CPR) to ensure the protection of staff and clients.

C.3.17.7 The Provider shall provide a written Closed Point of Dispensing (CPOD) plan to the CA within 30 days of award for the dispersal and storage of medication, as well as vaccination for clients. The CPOD shall include procedures regarding the storage and handling of medication. The Provider shall also ensure all staff members receive appropriate training on the CPOD plan, including both initial and ongoing training.

C.3.17.8 The Provider understands that authorized representatives of the District or DHS shall have the right to monitor and conduct on-site inspections at the STFH sites. The District and DHS reserve the right to conduct both announced and unannounced site visits, as deemed necessary.

The Provider shall participate in and make staff and space available for all monitoring visits, and shall make available any and all requested information (including information regarding resident feedback/satisfaction) during or prior to the inspection as requested by DHS.

C.3.17.9 The Provider shall conduct quarterly fire drills across shifts in accordance to District law at the STFH sites and maintain fire inspection records to document compliance.

C.3.17.10 The Provider shall be in compliance with fire safety requirements at the STFH sites as specified below:

- a) Fire Extinguishers: The Provider shall require functioning fire extinguishers in the following areas: kitchens, laundry rooms, and hallways or common open space. All fire extinguishers are to be serviced yearly by a licensed professional fire extinguisher company. When serviced, each fire extinguisher will be tagged and dated. A copy of the service contract shall be available to the CA upon request.
- b) Smoke Detectors: The Provider shall ensure smoke batteries are changed in the following areas: all sleeping areas, communal areas, laundry rooms, and kitchens. This includes both adult and family shelters. All battery operated smoke detectors will be tested during the fire safety checks conducted by DHS and the Provider. Hardwire smoke detectors are to be serviced annually by a licensed professional company. A copy of the service contract should be given to the CA upon request.
- c) Evacuation Plans: DHS shall provide the Provider with an evacuation plan for each facility. The Provider shall ensure that the plan is posted in all appropriate locations (*i.e.*, near exit signs, elevators, hallways, stairwells).
- d) Exit Signs: The Provider shall have exit signs at all exits. Electrical exit signs shall have working lights bulbs and be operating correctly. Paper exit signs are to be properly posted and secured over or near exit doors.

- e) Fire Drill Logs: The Provider shall ensure fire drills are conducted every month to ensure the safety of the residents and staff. Following each fire drill, a fire drill form shall be completed by the Provider and filed for review in a fire drill logbook.

Fire drill logs should include the following information on the form:

- i. Time and date of fire drill.
- ii. Number of participants (staff and residents).
- iii. Weather conditions.
- iv. Signature line and a line with name printed of the person completing form and the organization they represent.
- v. How much time it took for everyone to leave the building.

C.3.18 Client Referral and Intake

C.3.18.1 All referrals to STFH sites shall be made via an electronic placement request from the Virginia Williams Family Resource Center.

C.3.18.2 The Provider shall be responsible for managing 24-hour client intake at the facility. The Provider shall perform a triage assessment and intake with new households that shall include, at a minimum:

- a. bed/unit assignment;
- b. orientation to the facility;
- c. photograph of each household member;
- d. review of Program Rules;
- e. identification of any immediate needs, including transportation to school, reasonable accommodation, domestic violence issues, etc.

C.3.18.3 The Provider shall operate under a Housing First approach, and shall not deny entry to the program based on suspicion of substance abuse, insobriety, mental disorder, or criminal background, unless a client poses an imminent threat to themselves, staff, or other clients. Further, the Provider is prohibited from conducting drug or alcohol testing, criminal background checks or making inquiries to verify a client is clean and sober (free from alcohol or drug use) for entry purposes. The Provider may enforce rules regarding substance abuse, insobriety, mental disorder, or criminal conduct, as needed to maintain a safe living environment, once households enter the program.

C.3.18.4 The Provider shall provide clean linens to each household upon program entry.

C.3.18.5 The Provider shall ensure clients bring only minimum belongings, to include no more than two bags for each individual entering shelter, and shall not bring furniture into the facility.

The Provider shall be responsible for ensuring the personal belongings for households entering shelter are inspected to ensure the safety and health of all households receiving services, and that belonging are treated by DHS-approved methodology for bed bugs to avoid infestation.

C.3.18.6 The Provider shall ensure clients are appropriately screened for weapons and/or other hazardous items that may cause harm to other clients and/or staff, and that no clients are allowed to bring any such items into the site.

C.3.18.7 The Provider shall implement a process for screening clients for tools upon intake that clients may need for work purposes. The Provider shall maintain a locked area for storing such tools onsite while the client is at the site.

C.3.18.8 The Provider shall provide a Bed Bug Heat Treatment Box onsite during the initial intake process for all households moving into STFH's. The Provider shall treat client items such as carry-on luggage, backpacks, purses and jackets prior to initial unit placement.

C.3.18.9 The Provider shall screen all clients for tuberculosis (TB) upon intake. Screening shall include observation of a household upon intake to identify any evidence of TB symptoms and completion of a DHS-approved screening form. The Provider shall maintain a copy of the completed screening form in the patient file. Should symptoms be observed, the client shall be referred to the Department of Health or an appropriate health care provider within 24 hours of intake for comprehensive TB testing.

C.3.19 Case Management – General Requirements

C.3.19.1 The Provider shall employ a strengths based case management approach that values the importance of fully engaging the whole household.

i. The Provider's service philosophy shall empower clients to set and achieve goals, emphasize urgency in transitioning to permanent housing, and prioritize prevention and diversion whenever possible. Case management should be undertaken as a partnership between the Case Manager, the household, and other providers as appropriate.

C.3.19.2 Household participation in case management is required.

C.3.19.3 The Provider shall provide case management services that support families experiencing homelessness, with the goal that families will access housing within 90 days or less.

C.3.19.4 Each Case Manager shall maintain a caseload of no more than 15 families.

C.3.19.5 The Provider shall ensure a ratio of no more than 5 Case Managers to one (1) Supervisor. Supervisors do not need to be onsite.

C.3.19.6 The Provider shall ensure case management services include, at a minimum, the following:

C.3.19.6.1 Identifying the reason for the immediate crisis (*i.e.*, the situation or reason the client is experiencing an episode of homelessness) and working with the household to address urgent needs;

C.3.19.6.2 Conducting an initial assessment of the client's strengths, barriers and obstacles to obtaining permanent housing within 72 hours of intake;

- C.3.19.6.3 Developing a Family Housing Stabilization Plan within 7 days of intake utilizing prevention, diversion or rapid rehousing strategies;
- C.3.19.6.4 Facilitating meaningful, coordinated connections to needed services, resources and supports; and,
- C.3.19.6.5 Facilitating a “warm handoff” for clients exiting STFH.
- C.3.19.6.7 The Provider shall ensure Case Managers:

- C.3.19.7.1 Provide the household with clear and concise written information about services available to them;
- C.3.19.7.2 Advocate on behalf of the household if the household encounters obstacles in obtaining services or housing;
- C.3.19.7.3 Follow up to ensure the household has accessed services, and that the service is helping the household to meet goals listed in the FHSP; and,
- C.3.19.7.4 Support the household in monitoring and evaluating outcomes and revising the FHSP as needed.

C.3.19.8 The Provider shall ensure all services are provided by a qualified case manager, licensed/certified clinician, licensed social worker, and/or other licensed professional, as appropriate.

C.3.19.9 The Provider shall ensure proper licensed supervision is provided for any clinical services. Certifications for licensed supervision includes Licensed Independent Clinical Social Worker (LICSW), masters level Licensed Professional Counselor (LPC), registered nurse, or licensed psychologist.

C.3.19.10 The Provider shall participate in the District’s Family CAHP System and shall attend bi-weekly matching meetings.

C.3.19.11 The Provider shall notify designated DHS staff of major problems or risks (e.g., child endangerment, mental health issues, substance abuse, health and/or safety risks, etc.) related to specific cases as appropriate and shall monitor, train and provide oversight of Case Managers to ensure quality case management services are provided.

C.3.19.12 Case Managers are considered Mandated Reporters of suspected child and senior abuse and shall report suspicions of child or senior abuse as required by District Law. DC Code § 4–1321.02

C.3.19.13 The Provider shall abide by all local, state, and federal confidentiality laws.

C.3.20 Case Management Services and Documentation

C.3.20.1 The Provider shall ensure each household is assigned a Case Manager within 48 hours upon entry into STFH.

C.3.20.2 Providers shall ensure Case Managers conduct an initial assessment of all households within 3 days (3) days of placement that shall be documented in HMIS. The initial assessment shall focus on creating a full picture of the needs of the whole household,

identifying the household's strengths and goals, and resources that will assist the household to obtain housing. At a minimum, the initial assessment shall include the following:

C.3.20.2.1 Identification of the most immediate crisis/barrier that may cause or might have caused homelessness/housing instability;

C.3.20.2.2 Obtaining any other critical information that other providers may use to support the household pursue housing situations that are obtainable and that the household is likely to maintain in the long term;

C.3.20.2.3 An assessment of housing status and identification of potential barriers to housing (e.g., prior evictions, debt, domestic violence issues, etc.);

C.3.20.2.4 Documentation of relatives, family connections and other supports that contribute to the well-being of the family (i.e., eco map); and,

C.3.20.2.5 Determination as to whether shelter diversion services are appropriate for the household.

C.3.20.3 The Provider shall identify as part of the initial assessment whether the household is connected to and/or receiving case management services through another provider. Where a household is receiving case management services through another provider, the Provider shall identify a primary case manager responsible for coordinating and documenting the service delivery for the household.

C.3.20.4 Where a household has known complex needs (e.g., mental health, substance abuse, etc.), the Provider shall make referrals to and participate in DC Cross Connect case teaming's with relevant stakeholders as necessary and appropriate.

C.3.20.5 The Provider shall ensure Case Managers work collaboratively with a client's TANF Employment Program (TEP) provider and any other applicable service providers involved with the family. This includes collaborating with any such providers to develop the FHSP and goals, coordinate services and follow up, and attend joint in-person meetings as needed throughout the household's time in STFH.

C.3.20.6 Case Managers are considered Secondary Providers for any household receiving TANF benefits. Secondary Providers are responsible for communicating customer needs or discrepancies with the client's Primary Provider, ensuring relevant case notes documenting the household's progress are documented in both HMIS and CATCH, documenting all household outreach attempts (including attempts to re-engage with Primary Service Providers), verifying hours for all activities denoted in the Detailed IRP participate in warm hand-offs to supportive services when appropriate, and a point in time CATCH report or PIT (if the household fails to participate in barrier remediation activity or is terminated from the program).

C.3.20.7 The Provider shall ensure clients assessed as appropriate for shelter diversion services are screened for diversion services within the first 7 days after intake and every 7 days thereafter for the initial thirty (30) days following placement. The screening shall

determine if it is possible for them to gain access other housing options and remain housed or be rehoused temporarily or permanently instead of utilizing shelter services. Where diversion services are not offered, Case Managers shall document in HMIS why diversion is not appropriate for the household.

C.3.20.8 Where households are not appropriate for shelter diversion services, Case Managers shall support families to transition to housing as soon as possible, with a goal of exiting families to housing within 90 days.

C.3.20.9 Within 7 days of intake, for households not diverted, the Provider shall ensure an assessment is conducted using the F-SPDAT to assess the appropriate housing intervention, and that a task-oriented Family Housing and Stabilization Plan (FHSP) is created. Case Managers shall utilize a strength based approach in the development of the FHSP that engages the whole family and other providers as appropriate and empowers the family to set and achieve their housing goals.

C.3.20.9.1 The F-SPDAT assessment and FHSP shall be documented in HMIS.

- a. All FHSPs shall include the transition to Rapid Rehousing, unless otherwise directed by DHS.
- b. Household participation in the development of a FHSP is required.
- c. The Provider shall ensure a household's FHSP establishes a timetable with clearly defined action steps to housing that both the client and Case Manager view as reasonable and attainable.
- d. The Provider shall provide households with a copy of their FHSP, signed by both the client and Case Manager.
- e. The Provider shall have clients sign a form acknowledging receipt of the FHSP (which shall be uploaded to HMIS). The Provider shall also provide the client with written instructions on how they can access their FHSP at any time.
- f. The Provider shall ensure the FHSP is updated as needed, and at least every 30 days, to reflect progress and any change in circumstances or needs.

C.3.20.10 The Provider shall ensure Case Managers support households to collect all necessary documentation to support housing within 7 days of intake. Documentation to be collected shall include, but is not limited to, identification cards, birth certificates, social security cards, income statements, and medical records.

C.3.20.11 The Provider shall conduct a credit check for all households within 14 days of intake.

C.3.20.12 Case managers shall help families understand what housing assistance is available to them through the homeless system and provide housing navigation, housing search, and landlord engagement support. Providers shall:

- i. Assist households with searches for housing, applications for housing or housing programs, and the coordination of housing-related appointments;

- ii. Offer housing counseling services, to include information and guidance regarding the proper care and maintenance of housing, state of the current rental market, and tenants' rights and responsibilities;
- iii. Offer or link households to credit repair services as necessary;
- iv. Conduct landlord outreach and advocate for households with potential landlords as needed; and,
- v. Ensure all housing offers to clients are documented in the District's STEP Tool.

C.3.20.13 When a household has refused housing resources, the assigned Case Manager shall document this refusal in HMIS, notify the client that refusal of three permanent housing opportunities may result in a termination, and document a follow up offer in HMIS at least every two weeks. The Provider shall ensure all required notices are issued in accordance with the HSRA.

C.3.20.14 The Provider shall maintain a physical file for each household onsite that contains at least the following:

- a) Referral documentation, initial triage, initial case management, and any other applicable assessments;
- b) Current FHSP;
- c) Documentation of housing search efforts; and,
- d) Documentation verifying the household's eligibility to receive assistance

C.3.20.15 The Provider shall ensure Case Managers are actively and effectively working with households, their family members, and other service providers as applicable, to address barriers to meet their housing and other goals, as specified in the household's FHSP. This includes coordinating, monitoring, and evaluating all supportive services. Case Managers shall serve as the clients' advocate.

C.3.20.16 The Provider shall ensure Case Managers make referrals to alcohol and substance abuse treatment, mental health services and supports clients to access public benefit programs (SNAP, TANF, Medicaid, childcare, LIHEAP etc.), based on the assessed needs of the household and will of the client to engage in services.

C.3.20.17 The Provider shall ensure Case Managers connect clients to supportive community-based services that will support the family in achieving stable housing and meeting their FHSP goals, including health and wellness services, mentoring and tutoring, enrichment programming for children, and any other appropriate services.

C.3.20.18 The Provider shall ensure Case Managers coordinate both formal and informal resources to support households in their transition to permanent housing and maximizing their quality of life. Case Managers should consider linkage to resources that may include, but are not limited to: clothing, food, and furniture, domestic violence support, education and school attendance (for children in the household), client empowerment, information related to conduct of a good tenant, budgeting, credit counseling, financial planning, increasing income, living environment (including utility cut-offs), home repairs,

maintenance, and hygiene, emergency and exit assistance, legal or non-citizen assistance, respite/recreation, transportation, and visitation coordination.

C.3.20.19 Provider shall establish referral and follow-up procedures to confirm and track participation in all referrals made to other services. Documentation of referrals made and referral confirmation shall be documented in HMIS.

C.3.20.20 The Provider shall ensure Case Managers actively participate in a “warm handoff” process with community providers (*i.e.*, outreach staff RRH/PSH/TAH case managers, or housing navigators) in order to facilitate housing placements, ensure a smooth transition back to permanent housing, and ensure continuity of services during the transition.

C.3.20.20.1 The “warm handoff” shall include participation of the Case Manager in the initial meeting with the receiving program, when applicable, prior to the household’s exit from shelter.

C.3.20.21 The Provider shall continue to have at least one contact a month with households for the initial sixty (60) days following exit from shelter to ensure a successful transition to permanent housing.

C.3.21 Case Management Meetings

C.3.21.1 The Provider shall ensure Case Managers have a minimum of 2 contacts per week with a client while in STFH.

C.3.21.2 The Provider shall ensure meetings are scheduled between a Case Manager and the client at a mutually agreeable time that does not conflict with a client’s work schedule, medical appointments, school events, or other appointments that are part of the client’s FHSP.

C.3.21.3 The Provider shall ensure Case Managers document all progress towards goals in HMIS and CATCH within 24 hours of engagement with clients. Progress notes shall include updates with the date, time, and status of any meetings.

C.3.21.4 All missed meetings shall be documented in HMIS. Where a household misses a meeting, Case Managers shall follow up with the household within 24 hours to schedule an alternative appointment. If a household misses the second scheduled case management appointment, the Case Manager shall issue a “missed appointment” notice to the household with an alternative appointment date and contact information for the Case Manager. All reasons for missing an appointment and outreach attempts shall be documented in HMIS.

C.3.22 Other Supportive Services

C.3.22.1 In addition to case management services, the Provider shall provide directly, or partner with other agencies, organizations or community-based providers, to ensure households have access to additional services onsite and in the community to support the

successful transition of households to housing within 90 days or less. Services offered may vary by site depending on the physical layout of each site and other factors unique to the STFH building, community location, or partnerships established between the Provider and other providers, organizations or agencies.

C.3.22.2 However, Supportive Services to be offered on site shall include a range and variety of services designed to support households transition back to permanent housing and maintain housing stability following exit from shelter. These services may include:

- a. Developmental Screenings and Assessments for children under the age of 5
- b. Housing Navigation
- c. Parenting Skills
- d. Resiliency Training
- e. Dealing with Toxic Stress
- f. Life skills
- g. Addressing Barriers to Housing (including credit counseling, lease education and tenants' rights)

C.3.23 Monitoring Services - Residential Aides

C.3.23.1 The Provider shall provide 24-hour onsite monitoring services to support the safety and well-being of STFH residents, staff, and of the building. Residential Aides shall work cooperatively with program staff at all levels to ensure quality of service by performing hourly inspections of the building and immediate building exterior, and documenting/reporting any incidents as required by this SOW.

C.3.23.2 Residential Aides shall also provide de-escalation services as needed, and report accurate pertinent information to appropriate Case Managers and supervisory senior staff. Residential Aides shall assist in the planning and organization of recreational activities and events.

C.3.23.3 The Provider shall ensure at least one Residential Aide remains stationed at the front desk on every STFH resident occupied floor 24 hours a day, 7 days a week to monitor and ensure the safety and well-being of STFH residents. The Provider shall ensure Resident Aides remain awake and alert at all times during their shifts. Provider shall provide Residential Aides with two-way communication devices to provide real-time updates and emergency response as necessary.

C.3.24 Facilities Management

C.3.24.1 Supplies and Equipment

C.3.24.1.1 The Provider shall provide all supplies, materials, and equipment necessary to provide the required services in accordance with SOW. Except for those items or services specifically stated to be District furnished, the Provider shall furnish everything required to perform work under this HCA.

C.3.24.1.2 At the expiration or termination of the HCA, all equipment furnished and installed by the Provider within the STFH sites shall remain and becomes the property of the District.

C.3.24.1.3 The Provider shall conduct an annual inventory report for each STFH site. The inventory report shall include all equipment that is valued fifty dollars (\$50.00) or more.

C.3.24.1.4 The Provider shall provide all labor, materials, and equipment necessary for the protection of District personnel, equipment, furnishings, site, and site accessories (including but not limited to parking lots and fences) from damage that may be caused by the Provider's negligence or other incident. Fixed items shall be removed, if necessary, and replaced in their original locations. Equipment, furnishings, site and site accessories damaged due to work performed by the Provider under this contract, or under a purchase order placed to a subProvider under this contract, shall be repaired or replaced to their original condition by the Provider at no additional cost to the District.

C.3.24.1.5 The Provider shall ensure all equipment is properly guarded and meets all applicable OSHA standards. If a piece of equipment is defective and needs repair, the Provider shall immediately stop using the equipment. Repair or replacement of defective equipment shall be made within forty-eight (48) hours.

C.3.25 Operations Management

C.3.25.1 The Provider shall coordinate consolidated maintenance services to be provided by the District.

C.3.25.2 The Provider shall possess and maintain a working knowledge of the facility's electrical and lighting systems.

C.3.25.3 The Provider will provide a draft BOP within 30 days following award of this HCA. The Provider shall update and revise the BOPs as needed but at a minimum once a year. The BOP shall be submitted for the review and approval of the CA and shall include at a minimum:

- a) Emergency response procedures;
- b) Other documentation procedures necessary to meet HCA requirements;
- c) Service call program and tenant environment;
- d) Hours of operation;
- e) Snow preparedness plan;
- f) Integrated Pest Management Plan and Locksmith services;
- g) Contingency Plan;
- h) Vandalism Remediation plan;
- i) List of key operations personnel along with complete contact information;
- j) Quality control program

C.3.25.4 The Provider shall comply with the most recent versions and any future revisions to all applicable Federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services.

C.3.25.5 The Provider shall be responsible for non-structural management. The Provider shall determine the threshold in the BOP. The Provider shall report maintenance issues to DGS immediately for emergency requests and within 24 hours for non-emergency requests.

C.3.25.6 The Provider shall not replace, alter, or change room numbers, narrative room identification signage, and lobby and location directory information due to changes in the building population or area use without written permission from the District.

C.3.25.7 The Provider shall protect all surrounding surfaces, e.g., carpet, marble, and all other surfaces to avoid stains, scratches, tears, or any other damage.

C.3.25.8 The Provider shall include in the BOP a plan to deter and remediate vandalism (e.g. breaking windows, arson, graffiti, egging, and other destructive acts). The Provider shall coordinate with the District to ensure replacement or restoration of any deficiencies or breakdowns caused by public vandalism, misuse, abuse, or natural disaster.

C.3.25.9 The Provider shall perform inspection of and verify completion of all work orders. Provider shall notify the CA of any deficiencies with completion of work orders.

C.3.26 Furniture Replacement Services

C.3.26.1 The Provider shall provide furniture replacement services for furniture that is damaged or in a deteriorated condition beyond normal wear and tear. Furniture replacement services shall include, but is not limited to, the purchase, shipping, delivery, and setup of replacement furniture.

C.3.26.2 The Provider shall submit a pricing schedule for each replaced item to the CA for approval. The Provider shall only purchase furniture that has been approved for purchase from the District and reimbursed from the Cost Reimbursement CLIN in Section B.

C.3.27 Service Call Operations

C.3.27.1 The Provider shall develop and operate a service call program that includes policies and procedures for responding to all service calls. This plan shall be submitted to the CA for approval within 30 days of HCA award.

C.3.27.2 The Provider shall ensure that its service call program incorporates the DHS Maintenance and Repair Tool in its policies and procedures and or the DGS maintenance and repair tool. All maintenance and repair requests shall be formally submitted electronically through the DHS or DGS Maintenance and Repair Tool.

C.3.27.3 The Provider shall report maintenance issues for the STFH site within 24 hours of identification via the DHS or DGS Maintenance and Repair Tool. For any emergency maintenance issues during non-operating hours, the on-site staff shall immediately report the issue to the DGS CMC Provider or the command center.

C.3.27.4 The Provider shall immediately notify the CA and designated DHS staff of the need for emergency services for operating and maintenance, and repairs and improvements.

C.3.28 Janitorial Services

C.3.28.1 The Provider shall possess and maintain a working knowledge of the custodial and janitorial services required for the designated STFH site, and shall be responsible for the janitorial services.

C.3.28.2 The Provider shall develop a comprehensive Janitorial Facility Assignment Record (directives) for the designated STFH site designed to adequately staff and meet the standard service level requirements outlined in this SOW and in accordance with the most current industry standards. The Provider shall comply with the most recent versions and any future revisions to all applicable Federal and District laws, Court Orders, regulations, policies in the fulfillment of the required services. The directives define the specific duties and hours of operation that the contracted janitorial staff is to perform.

C.3.28.3 The contracted janitorial staff shall not deviate from the directions provided by the directives except in emergencies or as directed by the CA. The DHS CA may modify, amend, and/or revise the directives to change shift duties, start and stop times, and post locations provided the change is within the SOW scope has no impact on price. Such changes shall not require modification to the SOW.

C.3.28.4 The Provider shall perform all cleaning services for the designated STFH site. Such services as required under this SOW shall be carried out in a safe and legal manner in accordance with all applicable federal, state and local laws and regulations.

C.3.28.5 The Provider shall possess all licenses and certifications to perform services. The Provider bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Provider shall verify and comply with all federal, state, and local requirements.

C.3.28.6 The Provider shall ensure all requirements in Section C.3.28 are documented and posted in public view. For example, the Provider may post cleaning logs at entrances that provide the date and time of services provided.

C.3.28.7 The Provider shall in no way use materials and chemicals in a way that threaten the health or safety of District employees, subProviders, or clients, or disrupts tenant agency operations due to undesirable odors or fumes.

C.3.29 Floor Care Services

C.3.29.1 The Provider shall ensure floors, base moldings, and grout are clean and free of debris including, but not limited to, dirt, water streaks, mop marks, string, gum, tar, and other foreign matter.

C.3.29.2 The Provider shall ensure floors maintain their natural luster and not have a dull appearance and wet mopped floors shall be cleaned using disinfectant cleaner(s) with additional scrubbing. Additionally, the Provider shall ensure floors are not slippery, surfaces, baseboards, and corners are clean and dry, walls, baseboards, and other surfaces shall be free of splashing and markings from the equipment and there shall be no visible buildup of finish in corners or crevices.

C.3.29.3 In addition, the Provider shall at a minimum:

- a) Sweep all non-carpeted floors, to include staircases, closets and offices, minimally two times daily, or as frequently as required to maintain standards set herein.
- b) Dispose of all material collected from sweeping.
- c) Vacuum all carpeted floors daily or as frequently as required to maintain standards set herein.
- d) Mop all non-carpeted floors (with clean disinfectant water), to include staircases minimally daily or as frequently as required to maintain standards set herein.
- e) Supply, place and remove appropriate and proper signs/warning signs for wet floors in order to ensure end user safety.

C.3.29.4 The Provider shall ensure that the water/disinfectant solution used for damp-mopping floors shall be changed when or sooner than when it becomes “dirty” such that the definition and standards of a damp-mopped floor (a method that uses clear water, chemical free mopping) in the preceding section cannot be met.

C.3.29.5 The Provider shall use separate dust mops and damp-mops for bathrooms. Such implements shall be clearly identified as to its use. Any implement used in the bathroom shall not be used on a non-bathroom floor until or unless sanitized by laundry or similarly cleaned.

C.3.29.6 The Provider shall ensure that the water/disinfectant damp-mopping solution shall never be used for a non-bathroom floor (once used) and shall be changed for each application.

C.3.29.7 The Provider shall place “Wet Floor” caution signs, with appropriate symbols and written in both English and Spanish on the floor in any area being damp mopped or is wet due to weather related instances, until the floor is dried. The restrooms shall be closed to public use during cleanings. All other damp mopped areas shall remain accessible with appropriate signage.

C.3.29.8 The Provider shall ensure all cleaning products are used as directed by manufacturer. Concentrated products shall be diluted to the specified ratio; required protective apparatus (e.g., gloves) shall be worn; setting or soaking periods shall be adhered to; and rinsing shall occur if directed.

C.3.29.9 The Provider shall provide floor care services as described below:

- a) Laminated Flooring (ADP Floors): Damp mopping shall be the only method of wet cleaning for floors in Automated Data Processing (ADP) space.
- b) Asphalt Floors: Damp mopping shall be the only method of wet cleaning for floors containing asphalt material.
- c) All applicable floor areas shall be maintained in accordance with Provider’s Quality Control Plan. Surfaces shall be maintained clean and free of smudges, dust, dirt, and removable soil substances. Surfaces shall present a uniform luster. Marble surfaces should be cleaned with a dampened dust cloth.

- d) Loading Dock Floors: Spill residue and clean-up materials shall be disposed of in accordance with the Environmental Protection Agency (EPA) (Applicable Document #2). The Provider shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Policing should be done, at a minimum, three (3) times a day.
- e) Stripping, Sealing and Waxing: The Provider shall perform full- scale stripping, sealing and waxing standard planned services on a semi-annual basis. The old finish or wax shall be removed in accordance with standard commercial practices. Spots shall be eliminated. There shall be no evidence of gum, burns, scuff marks, or wax build-up in corners or crevices. Walls, baseboards, and other surfaces shall be free of finish residue and marks from equipment. Floors shall be free of streaks, mop strand marks, and skipped areas. The finished area shall have a uniform luster.
- f) Buff and Shine: All floors shall be buffed to an industry standard or the Provider shall perform buffing in high traffic areas standard planned services on a bi-weekly basis and low traffic areas on a monthly basis, manufacture standard.
- g) Sealing: The Provider shall apply industry standard sealant to appropriate floors on a semi-annual basis. Sealant shall adhere to the floor. Floor areas shall be evenly coated with a slip resistant seal. Sealant shall only be applied to appropriate floors.
- h) Stairways and Landings: Surfaces shall be free of dust, dirt, spillage, and other removable soil substances. Carpeted surfaces shall be free of obvious dirt, dust, spots, and spillages as further defined in Room Cleaning.
- i) Wood Floors: There shall be no water solutions used on wood flooring. There shall be no dry stripping methods used on wood flooring. The Provider shall mop all non-carpeted floors, to include staircases or as frequently as required to maintain standards set herein.
- j) Carpet and Rug Service: Carpeted areas shall be maintained, cleaned, and free of spots and odors. The Provider shall vacuum all carpeted floors as frequently as required to maintain standards set herein.
- k) Carpeting in Main Public Areas: The Provider shall maintain rugs and carpet clean and free of spots and odors. There shall not be any visible dirt, soil substances, spillages, or removable stains. Build-ups, spills, and crusted material shall be removed along with spots and smears. Cleaned areas of carpets and rugs shall be reasonably blended with surrounding carpets.
- l) Spot Cleaning: Carpet surfaces shall be free of removable spots, soiled traffic patterns, dirt, dust, debris, gum, and crusted material. Spot cleaning shall be accomplished by cleaning only the immediate affected area to remove any evidence of the dirt, soil, debris, liquid, stains, or other foreign materials which made the cleaning necessary.
 - i. Carpet spotting shall be completed, wherever necessary.
 - ii. If carpet spotting does not accomplish the goals outlined in item l above, Provider shall notify the CA if carpet/flooring needs replacement.

- m) Vacuuming: Carpet surfaces are to be free of dirt, dust, crumbs, and other debris. Basic vacuuming (e.g. all high traffic areas and main hallways/walkways) shall be minimally three times daily or as frequently as required to maintain standards set herein. Detail vacuuming (e.g. all high traffic areas, all main hallways/walkways, all offices, all conference rooms, cubicles, and all workrooms) shall be throughout the day as needed. The Provider shall utilize vacuum cleaners that meet the requirements of the Carpet and Rug Institute "Green Label/Green Label Plus" Testing Program.
- n) Carpet Shampooing and Extraction Cleaning: The Provider shall take measures to prevent the growth of mold. The carpet shall be dry before tenants occupy the building on the next business day. Moving of duplicating equipment, computer equipment, and similar type electric and electronic equipment shall be coordinated with the CA, BM, and BMS prior to cleaning of the carpet. Any furnishings moved are to be returned to their original positions. Carpet shampooing and extraction cleaning standard planned services shall be on a semi-annual basis.
- o) Carpeting in Conference Rooms, Offices, and Other Rooms: These areas shall be cleaned in accordance with the above standards
- p) Rubberized or Specialized Mats: Certain facilities have specialized flooring, for further details regarding specialized flooring needs.
- q) Vinyl Composition Tile (VCT): These floors shall be swept and cleaned with disinfectant mop water three times daily or as frequently as required to maintain the standards set herein.
- r) Concrete: These floors shall be swept and cleaned with a damp mop.

C.3.30 Janitorial Meetings

C.3.30.1 The Provider under a Task Order shall attend quarterly Janitorial meetings with the CA and other designated DHS staff. The purpose of these meetings will be to discuss the Provider's performance, areas of deficiencies, areas of satisfaction, and client needs or concerns. Frequency of these meetings may be increased or decreased depending upon performance as determined by the CA.

C.3.30.2 The CA shall initiate and schedule the quarterly meetings between the Provider and DHS.

C.3.30.3 The Provider shall provide the CA notification at least 30 days in advance of any of the following activities:

- a) Annual power washing of building entry/exit points and loading dock.
- b) Annual cleaning of the exterior windows.
- c) Semi-Annual cleaning of the lockers in the locker room.
- d) Semi-Annual cleaning of the carpeted areas.
- e) Quarterly Annual cleaning of the canopies.
- f) Annual wipe down of personnel duty lockers.
- g) Quarterly-Semi-Annual stripping, sealing, and waxing of the VCT areas.

h) Monthly fumigating/application of infested areas.

C.3.30.4 The Provider shall establish and implement a complete Quality Control Plan (QCP) to ensure the required services are provided effectively and successfully.

C.3.30.5 The Provider's QCP shall be a system for identifying and correcting deficiencies in the quality of service delivery before the level of performance becomes unacceptable and identify areas to improve service delivery. The QCP shall be prepared by the Provider and provided to the CA for review and approval.

C.3.30.6 The Provider shall not start work until the QCP is accepted and the proper security clearances obtained.

C.3.30.7 The Provider's QCP shall be a living document and shall adjust to ensure the optimum delivery of service and the satisfaction of tenants. The QCP shall, at a minimum, include or address the following:

- a) How the Provider will control quality of supplies and services;
- b) How project management, inspections, plan implementation, process improvement changes, correction of deficiencies, and green cleaning compliance will be accomplished;
- c) How it will monitor and respond to service calls and the resolution of complaints;
- d) Integration of resolutions to complaints and corrective actions to improve service delivery;
- e) An inspection plan or checklist tailored to the specific building(s) being cleaned and serviced under this contract. The inspection plan or checklist shall detail how services at the work site shall be inspected to ensure that the outcome of the work meets all the quality standards set forth in the Contract and shall include, but is not limited to:
 - a. Date of inspection perform
 - b. Location of inspection
 - c. Description of findings
 - d. Description of action(s) taken (if necessary)
 - e. Signature and date of completion

C.3.31 Interior Rest Room, Room and Locker Room

C.3.31.1 The Provider shall provide standard restroom, shower room, and locker room cleaning services for the work items listed below. The Provider shall provide Restroom(s), Shower Room(s), and Locker Room(s) Services in accordance with Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030 and in the case of human waste or fluids all cleaning and disposal shall follow Blood Borne Pathogens as specified in (OSHA) 29 CFR 1910.1030.

C.3.31.2 The Provider shall ensure at a minimum:

- a. Restroom(s) Services: The Provider shall clean these areas in accordance with the above standards. Additionally, they shall be free of discarded material and trash shall

be emptied to prevent the containers from overflowing. Restrooms shall be policed minimally every two hours to prevent trash from accumulating. Commode seats and sinks shall be wiped during policing to maintain a clean appearance. Full restroom cleaning services shall be provided a minimum of three times daily or as frequently as required to maintain standards set herein.

- b. Locker Room(s) Services: The Provider shall wipe disinfect all 90 inside and out of each locker room daily or as frequently as required to maintain standards set herein. This includes all vertical and horizontal surface areas including the tops of lockers and baseboards.
- c. Room (s) Services: The Provider shall wipe disinfect all 90 inside and out of each room when vacancies occur or as required to maintain health and safety standards set herein. This includes all linen removal, vertical and horizontal surface areas including the tops of dressers, beds, baseboards, floors, and microwaves. Additionally, rooms shall be free of discarded material trash shall be emptied.

C.3.31.3 Service Standards & Expectations:

1. Standard Restrooms, Shower Rooms, and Locker Rooms: All standard restrooms, shower rooms, and locker rooms services are provided in accordance with the above standards, a minimum of two times daily or as frequently as required, to maintain standards set herein.
2. Scrub Restroom, Locker-room, Shower room Floors/Hard Surface including Partitions and Walls
3. Close restroom, locker-room, shower room, remove all movable objects from area and place approved "closed" signage to area prior to beginning task. Apply approved cleaning solution at approved dilution to area to be scrubbed, not allowing solution to dry. Quickly agitate small section coated with solution with approved stiff bristle brush.
4. Be sure grout is cleaned. Thoroughly mop rinse are with clean cotton mop and clear water twice. Make sure all walls, doors, baseboards, etc. are also thoroughly rinsed.
5. Plumbing fixtures, Surfaces, and Additional Fixtures: All plumbing fixtures, surfaces, and additional fixtures including pipes, washbasins, urinals, modesty panels, toilets, shower stalls, and etc. shall be clean, disinfected, and bright with no obvious dust, stains, streaks, soil substances, rust, mold, or encrustation and cleaned a minimum of three times daily or as frequently as required to maintain standards set herein.
6. Floor and Wall Grout: All floor and wall grout shall be maintained free of any dirt, grime, or finish buildup. Grout shall be deep cleaned on a quarterly basis with a grout machine to the satisfaction of the CA.
7. Partitions, Doors, Shower Curtains, Vents, Sills, and other Walls: Partitions, doors, shower curtains, vents, sills, and walls shall be free of grime, mildew, dust, dirt, bodily fluid, waste, and graffiti. There shall be no sign of obvious dust, soil substances, or dirt on the walls, mirrors, stalls, and metal surfaces. These areas shall present a clean and sanitized appearance and shall be maintained odor free. All partitions, doors, shower curtains, vents, sills, and other walls shall be cleaned, at a minimum, three times daily or as frequently as required to maintain standards set herein.

8. Blood and Bodily Fluids: Should blood, bodily fluid substances, or any unsanitary condition be present, the Provider shall clean the substance and sanitize as appropriate and per government regulations. Policies and procedures shall adhere to OSHA standards. Employees are required to practice universal precautions as the method of infection control and comply with all policies for preventing the transmission of infections. Employees shall report all exposure incidents of blood and body fluids immediately to the Provider and CA. Employees shall follow and adhere to all hand-washing/hand hygiene procedures and protective barrier precautions when performing cleaning task.
 9. Waste receptacles and sanitary Napkins: Waste receptacles and sanitary napkin containers shall be emptied and disinfected with new bags inserted at a minimum of three times daily or as frequently as required to maintain standards set herein.
 10. Dispensers: The District shall provide dispensers unless otherwise specified by the CA. The Provider shall replenish supplies and fill dispensers as a standard service monthly or as frequently as required to maintain the standard set herein. The supplies for the provided dispensers shall be compatible with the dispenser manufacturer's requirements. The Provider shall supply automatic air-fresheners in all restrooms, locker rooms above the lockers and door rooms. Automatic air-fresheners shall be replenished as per manufactures recommendations. Supplies for dispensers including but not limited to toilet seat covers, toilet tissue, paper towels, soap, hand sanitizer, etc., shall be continuously maintained and refilled throughout the day as necessary to meet the needs of the tenants.
- d. All soap and hand sanitizer dispensers shall be refilled each time levels become 75% finished.
 - e. All loose paper towel dispensers shall be refilled each time levels become 75% finished.
 - f. All rolling paper towel dispensers shall be replaced when levels become 80% finished.
 - g. Floors: Unless otherwise indicated, the quality standard for this item is the same as that described in "Floor Care" of this HCA under Section: C.3.29
 - h. Mirror Cleaning: All mirrored surfaces, shall be clean and free of dirt, dust, streaks, watermarks, spots and grime, and shall not be cloudy.

C.3.32 Interior Common Area Cleaning

C.3.32.1 The Provider shall provide standard room cleaning services for the work items listed herein. The basic standard of services provided shall be of the highest quality. The custodial/housekeeping/housekeeping services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. These areas shall be completely free from removable dirt, dust, soil substances, stains, or marks. The Provider shall provide cleaning supplies **LEED Gold Certification**. The Provider shall maintain, at a minimum, provide the following services:

- a) Entrances and Lobbies: The basic standard of services provided shall be consistent with “Room Cleaning” and “Floor Services” specifications of this HCA; however, entrances and lobbies are high visibility areas, therefore, the Provider shall give special attention to these areas. The custodial/housekeeping services provided shall be of the highest quality and policed at a frequency to maintain a clean appearance at all times. All entrances and lobbies shall be serviced three times daily or as frequently as required to maintain standards set herein.
- b) Corridors and Areaways: The Provider shall clean floor surfaces to make sure they are free of trash, debris, dirt, marks, or foreign matter. The floor surfaces shall have a uniform appearance without unsightly buildup of debris or dust and shall be slip resistant. Walls and baseboards shall be free of water splashes and markings. Metal surfaces shall be polished. Glass surfaces shall be clean and free of dirt, grime, dust, streaks, watermarks, spots, and shall not be cloudy. All corridor and areaways shall be serviced three times daily or as frequently as required to maintain standards set herein.
- c) Elevators: The Provider shall clean all vertical and horizontal surfaces. All surfaces shall be clean and free of obvious dirt, dust, smudges, soil substances or other foreign matter. Metal surfaces shall be free of obvious smears, smudges, or soil substances. Carpeted surfaces and elevator door tracks shall be clean and maintained free of soil or foreign substances. Surfaces shall be clean and free of finger marks, smudges, and spills. Floors requiring a finish shall be maintained at a high luster. All elevators shall be serviced daily.
- d) Exposed Surfaces, Treads, Risers and Landings: Stairways, entrances, landings, railings, risers, ledges, grills, doors, radiators, and surrounding areas shall be free of dirt, dust, litter, and debris. All stairwells, escalators, entrances, landings, railings, riders, ledgers, grills, doors and surrounding areas shall be serviced daily or as frequently as required to maintain standards set herein.
- e) Guard Booth/Desk or Counters: Services provided shall be consistent with “Room Cleaning” specifications of this HCA. Guard booths shall be serviced three times daily or as frequently as required to maintain standards set herein. Interior Loading Areas/Platforms/Ramps: The Provider shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. Frequent policing is required. Interior loading areas/platforms and ramps shall be serviced three times daily or as frequently as required to maintain standards set herein.
- f) Vending Areas, Break-Rooms, Kitchen, Pantry and Lunch Areas: The Provider shall perform exterior and interior refrigerator cleaning standard planned services three times daily or as frequently as required to maintain standards set herein. All areas that are included in the vending space and seating areas shall be clean, sanitized, and free of spillages, food crumbs, spots, smudges, marks, soil, and show no signs of obvious trash and debris. Due to daily, heavy personnel usage, additional cleaning and policing shall be provided to ensure these areas and furniture therein is clean and sanitary. Counters, exterior of vending machines and all appliances shall be maintained clean and free of spillages, spots, smudges,

or marks. The finished floor area shall be free of dirt, spots, spillages, and soil and shall be maintained in accordance with the “Floor Services” portion of this HCA. The interiors and exteriors of the refrigerators shall be completely emptied and cleaned on a weekly basis (every Friday.) The exterior and interior of all microwave appliances shall be wiped down and cleaned on a daily basis; all appliances interior surfaces shall be cleaned three times daily or as frequently as required to maintain standards set herein. Vending areas break rooms, kitchen, pantry and lunch areas shall be serviced a minimum of three times daily or as frequently as required to maintain standards set herein.

C.3.33 Interior Surface Cleaning Services

C.3.33.1 The Provider shall ensure building surfaces are maintained as follows:

- a) Horizontal Surfaces: All surfaces shall be free of dust, dirt, oil spots, or smudges. Cabinets and desks with papers, computers, and keyboards shall not be disturbed.
- b) Metal, Brass and Wood Work: Surfaces (including corners, crevices, moldings, ledges, handrails, grills, doors, door knobs, door frames, kick plates, etc.) shall be free of dust, streaks, spots, hand marks, oil, smudges, dirt, soil substances, encrustation, and streaks and shall present a uniform polished appearance.
- c) Glass Cleaning: All glass, clear partitions, mirror surfaces, bookcases, and other glass (within approximately 70’ of the floor) shall be clean and free of dirt, dust, streaks, smudges, watermarks, spots and grime, and shall not be cloudy. There shall be no water spots on the glass or adjacent fixtures and furniture. Glass cleaning shall be done every third business day with the exception of restroom mirrors. Restroom mirror service shall be completed three times daily or as frequently as required to maintain standards set herein.
- d) Drinking Fountains: All fountains shall be free of dirt, watermarks, and all other debris or encrustations. Drinking fountains shall be sanitized and present a lustrous appearance. Drinking fountain service shall be provided three times daily or as frequently as required to maintain standards set herein.
- e) General Fixtures: Fixtures and surfaces shall be clean with no dust, spots, soil substances, discoloration, mold, build-up, or excess moisture.
- f) Walls: Clean Spots and/or Marks: Wall surfaces shall be free of smudges, marks, dirt, and spots. Cleaning should not cause discoloration.
- g) High Dusting/Cleaning: High dusting/cleaning is any interior room cleaning of seventy inches (70”) and above. High dusting services shall be completed weekly or more frequently as needed to maintain standards set herein. Surfaces shall be free from all dust, lint, litter and soil (beyond 70”). Walls shall be free from dirt, smudges and markings. Ceiling shall be free from cobwebs and loose dirt.

C.3.34 Exterior Cleaning Services

C.3.34.1 The Provider shall provide exterior standard services for the work items listed below. The Provider shall ensure all exterior areas are clean in appearance, free of litter, dirt,

trash, debris and discarded items with no obvious signs of removable stains or foreign matter on concrete, brick, or other hard surfaces.

C.3.34.2 The Provider shall police exterior grounds areas at a minimum three (3) hour frequency or more during service hours (7:00 a.m. through 9:00 p.m.) or more frequently as required to maintain the standards set herein and to prevent trash and debris from accumulating, including syringes, human and avian excrement.

Power washing down exterior areas surrounding the building may be required by the CA, BM, and/or BMS, weather permitting. When exterior cleaning or policing is performed, persons shall use all safety equipment and procedures required in Occupational Safety and Health Administration (OSHA) 29 CFR 1910.1030.

C.3.34.3 The Provider shall provide the following exterior cleaning services:

- a) Servicing Outside Area: The Provider shall ensure, at a minimum, the following exterior cleaning services are provided:
 - i. All areas (including lawn, grounds, planted areas, sidewalks, hard surfaces, parking areas, garages, docks, trash/recycling bins, platforms, driveways, ramps, lanes, etc.) shall be clean of gum, litter, debris, paper, trash, and other discarded material;
 - ii. Unimproved Grounds: All areas shall be cleared of trash, debris, and other discarded material.
 - iii. Fence Lines: Fence lines shall be cleared of trash, debris, and other discarded material;
 - iv. Exterior Trash Dumpsters, Compactors, and Recycle Bins: The Provider shall maintain the areas around the exterior bins free of trash, debris, and clutter.

C.3.34.4 Exterior Plate Glass: The Provider shall ensure all glass including spandrel glass, glass over and in exterior and vestibule doors, all plate glass around entrances, lobbies, and vestibules is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy.

C.3.34.5 Exterior Window Washing: The Provider shall perform exterior window washing standard planned services on a semi-annual basis. The Provider shall clean both sides of the glass to ensure the glass is clean and free of dirt, grime, streaks and moisture, and shall not be cloudy. The Provider shall wipe and clean window sashes, sills, woodwork, and other areas surrounding the glass so that the area is free of drippings and other watermarks. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Provider.

C.3.34.5.1 The Provider shall ensure window- washing work is performed consistent with safety requirements promulgated by the OSHA including adequate fall protection for window washers.

C.3.34.6 Exterior Canopies: The Provider shall ensure all canopies and anything affixed to, or included in the surfaces of canopies shall be clean and free of all dirt, dust, cobwebs, nests, bird excrement, trash, and debris on an annual basis.

C.3.34.7 Exterior Hard Surface Areas: The Provider shall ensure all areas including sidewalks, brick areas, hard surfaces, parking areas, garages, docks, moats, platforms, driveways, ramps, lanes, etc. shall be clean and free of dirt, debris, gum, litter, gravel, weeds, oil, and grease with no residual dirt.

C.3.34.7.1 In addition, the Provider shall ensure all spill residue and clean-up materials be disposed in accordance with the EPA and local regulatory agency requirements. The Provider shall provide, for the purpose of removal of trash, debris, and spill residue exterior hard surface area services cleaning three times daily or as frequently as required to maintain standards set herein; at a minimum of once during 1st shift and once during 2nd shift. The Provider shall provide, for the purpose of removal of gum, hard debris, oil and grease, exterior hard surface services shall be performed every other week.

C.3.34.8 Exterior Ash Receptacles and Trash Containers: The Provider shall collect and remove all trash to a location designated by the CA, BM and/or BMS. The Provider shall empty trash containers and ash receptacles and ensure receptacles are emptied and kept clean, odor-free, and free of dirt, dust, ash, cigarette butts, debris, residue, and spilled material. The Provider shall replenish sand in ash receptacles as necessary. The Provider shall replace and ensure plastic liners for all trash containers are not torn, worn, or contain residue. The

Provider shall provide exterior ash receptacles and trash container services on a three times daily or as frequently as required to maintain standards set herein, unless otherwise specified by the CA.

C.3.34.9 Exterior Surfaces (Signs, Vending machines, Tables, and etc.): The Provider shall clean exterior surfaces ensuring the surface is free of dirt, dust, residue, streaks, spots, soil substances, discoloration, or cloth streak with spill residue and clean-up materials /disposed of properly.

C.3.34.10 Parking Structures, Parking Lots), Garages, and Exterior Loading Dock Areas: The Provider shall remove all dirt, debris, residue, gum, grease, and tar in an environmentally sound manner to minimize the amount of waste washed into the storm sewers or onto the ground. The Provider shall ensure areas are clean and free of dirt, water, streaks, mop marks, and oil spill(s). Spill residue and cleanup materials shall be disposed in accordance with the Environmental Protection Agency (EPA) and local regulatory agency requirements.

C.3.34.11 The Provider shall maintain these areas to ensure that trash, debris, and other discarded materials do not accumulate. The Provider shall perform policing no less than three (3) times daily at 8 a.m., 12 p.m. and 8 p.m. and additionally as required to maintain the standards set herein.

C.3.34.12 The Provider shall conduct annual pressure washing of all floors and walls of the exterior loading dock areas only. Cleaning frequencies that are additional to standard planned services shall be completed on a supplemental reimbursement basis to the Provider.

C.3.34.13 The Provider shall monitor parking Structures, parking lots, garages, and exterior loading docks services are required no less than three (3) times daily at 8 a.m., 12 p.m. and 8 p.m. and additionally as required to maintain the standards set herein.

C.3.34.14 Exterior Excrement Removal (Human): The Provider shall ensure all steps and stairs, entrances, sidewalks, arcades, landings, balconies, and ledges shall be cleaned of all excrement while following established safety precautions as outlined in the Center of Disease Control (CDC) protocols.

C.3.34.14.1 The Provider shall maintain knowledge of cautionary requirements in cleaning areas contaminated by human excrement. The Provider shall ensure staff designated to perform these services do so in accordance with OSHA standards. Historically, excrement removal practices often mandate the application of a disinfectant on the excrement prior to its removal and/or on the affected surfaces after the removal process. Nowadays, most authorities agree that there is no need to apply anything to the excrement except water, although the use of a detergent will help remove the excrement from the surface. Since the route of the infection with harmful organisms living in the excrement is via respiration, they are rendered biologically

neutral if they are not airborne. In many cases, the most efficient way to apply water under low pressure to dry excrement is by means of a hand-operated sprayer.

C.3.34.15 Pest & Rodent Removal: All trapping devices used to achieve rodent control inside occupied buildings are monitored. The Provider is responsible for notifying the building manager and CA in writing within twenty (24) hours of locating any trapped rodents in authorized trapping devices.

C.3.35 Pest Management

C.3.35.1 The Provider shall implement methods to prevent and suppress pest populations through sanitation, waste management and assessment of the effectiveness of these methods from pests including but not limited to:

- a) Indoor and outdoor populations of rodents such as rats, mice, squirrels, pigeons, and insects including cockroaches, bed bugs, arachnids, and other arthropods, and flying insects such as flies, bees, and wasps.

- b) Outdoor populations of potentially indoor-infesting species that are within the property boundaries.
- c) Nests of stinging insects within the property boundaries.
- d) All excluded pest populations that are incidental invaders inside the building, including winged termite swarmer's emerging indoors.
- e) The Provider's representative shall report any evidences or suspicion of bed-bugs or any other pestilence to the shift Supervisor and the CA immediately. The Provider shall coordinate immediate pest control and quarantine measures with the CA to prevent and suppress further spread of pestilence.
- f) The Provider shall immediately notify the shift Supervisor and the CA if it notices any pests and shall assist in the control unless the CA instructs otherwise.

C.3.36 Trash, Waste, and Recycling Services

C.3.36.1 The Provider shall provide the following trash, waste, and recycling services:

- a) Trash: All trash and recycling throughout the entire building, including but not limited to restrooms, office spaces, conference areas, clinic, kitchen and cafeteria shall be collected and removed throughout the day.
Trash and recycle containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash container, debris containers, and recycling bins shall not be torn, worn, or contain residue.
- b) Recycling: The Provider shall provide all labor, equipment, and means to collect and transport recyclable materials from recycling bins and containers located throughout the building to storage and loading areas. Recycling containers shall be emptied and kept clean, odor-free, and free of dirt, dust, debris, residue, and spilled materials. Plastic liners for all trash, debris containers, and recycling bins shall not be torn, worn, or contain residue. Cardboard side of desk recycling boxes shall be provided by the Providers to each individual within the facility. Multiport Trash and Recycling common area bins shall be provided by the Providers to each common area (i.e. break room, lunchroom, and etc.) within the facility.
- c) Trash and Recyclables Collection Process: The standards established from the ruling in the District case DC Gov. VS. Sierra Club 2001(Revised 2005) (Applicable Document #8) dictates responsibilities for District solicitations of recycling services and Provider reporting of recycling data. Therefore, the following protocol shall be followed.
- d) Collection and Disposal: The Provider shall provide clearly labeled "Recycling Only" Utility Collection Carts to collect and transport recyclable materials within the Facility. The Provider shall never store or transport recyclables and trash together (even if bagged separately) in the same Utility Collection Cart, unless is

a compartmentalized cart in order to avoid or give the appearance of contamination.

C.3.36.2 The Provider shall collect recyclables on a daily basis from offices where large and mid-sized centralized containers are located. Centralized containers may be large white corrugated boxes approximately 42” high holding white ledger paper and/or mixed paper and smaller corrugated boxes approximately 18” high holding newspapers. Other centralized containers may also be composed of a plastic material. Utility Collection Carts containing recyclable materials shall be taken to the loading dock or designated hauling pick-up point within the premises to be emptied into “Recycling” designated hauling containers for transport to a recycling center.

C.3.36.3 Provider shall provide descriptive labels (Spanish and English) on all containers used transport trash or recyclables to the loading dock or designated hauling pick-up point within each building.

C.3.36.4 Provider shall, at a minimum collect, for recycling purposes the following materials (mixed office paper, including newspapers and inserts, soft cover publications, catalogs, unwanted mail, magazines, all other paper, any color any size), paperboard, corrugated boxes, food and beverage containers made of glass, plastic, tin and aluminum, toner cartridges, or other recyclable materials as deemed appropriate by the District).

C.3.36.5 Provider shall pull corrugated containers from the trash stream and place them in designated recycling containers. The Provider shall, if necessary, bundle or bind the corrugated containers to facilitate transport by the recycling hauler. Note: corrugated cardboard shall never be placed in trash dumpsters or compactors for disposal.

C.3.36.6 The Provider shall set aside all broken furniture, wooden pallets and similar large objects for bulk collection pick up.

C.3.36.7 The Provider shall weigh each week all recycling materials using scales (1) at facilities with existing scales, (2) for facilities without scales, the Provider shall complete and submit the Weekly Recyclable and Trash Weight forms to the CA. The forms shall include, at a minimum; location, date, size of container, container contents, weight of container (if applicable), quantity of full containers and partially filled containers to the nearest quarter. All forms shall be approved by the CA.

- e) Plate Glass: All glass (to include glass over and in exterior and vestibule doors, spandrel glass, all plate glass around entrances, lobbies, and vestibules) shall be clean and free of dirt, grime, streaks, and moisture and shall not be cloudy.
- f) Window Washing-Interior: Window sashes, sills, woodwork, and other surrounding of glass shall be wiped free of drippings and other watermarks. In addition, windows shall be thoroughly cleaned (free of dirt, grime, streaks, and

moisture, and shall not be cloudy) from corner to corner on the interior on a daily basis.

- g) Windows Blinds & Coverings (not including Drapes, Curtains, & Unique Coverings) Windows and blinds services shall be completed minimally on a semi-annual basis. Dusting: All blinds and coverings, cord tapes, and valances shall be clean and free of dust and spots. Non-operational blinds and coverings shall be reported to the CA, BM and/or BMS for repair. Washing: Both sides of blinds and coverings shall be washed.

C.3.37 Security Services

C.3.37.1 The Provider shall possess and maintain a working knowledge of the building's security system and provide the required support services for continued, optimal operation that ensures the safety of facility residents, staff, and residents of the surrounding community.

C.3.37.2 The Provider shall have at least one staff person onsite at all times with a sufficient level of training and working knowledge of the building's security system to operate the system at all times.

C.3.37.3 The Provider shall provide 24-hour security patrol and management, to include a minimum of two security guards at each site at all times.

C.3.37.4 The Provider shall possess all licenses and certifications to perform services. The Provider bears the sole burden for ensuring that all legally required licenses and permits are obtained and renewed as specified by the regulating agency. The Provider shall verify and comply with all federal, state, and local requirements.

C.3.37.5 The Provider shall develop a comprehensive Security Guard Post Assignment Record (Post Orders) for each STFH site designed to adequately staff and meet the standard service level requirements outlined in this Statement of Work and in accordance with the most current industry standards. The Post Orders shall define the number of guards, specific duties, hours of operation, and training requirements. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the CA.

- a) The duties of most security guard posts require that a security guard not leave his post until properly relieved. Where this is required, it will be specifically stated on the Post Orders. Additionally, each task order will identify posts that require relief breaks.
- b) Changes to the post orders that increase or decrease the number of hours specified, that increase or decrease the amount of equipment and/or supplies required, or otherwise affect the Provider's cost or the call price, shall be made by the CO through a written modification.

C.3.37.6 The Provider shall include security training in its training plan that meets all the requirements of this Statement of Work.

C.3.37.7 The Provider shall ensure that security guards will perform a variety of security-related duties, depending on the type of posts to which they are assigned. Each security guard post will have a Security Guard Post Assignment Record (Post Orders).

C.3.37.8 The Provider shall ensure that security guards shall be thoroughly familiar with the post orders at all posts where they are assigned to work. Under no circumstance should any security guard neglect his/her assigned duties in order to familiarize him/herself with post orders.

C.3.37.9 The Provider shall ensure that security guard post assignments may include, but are not limited to the following duties and responsibilities:

- a) Access control
- b) Package screening
- c) Personnel screening
- d) Traffic control
- e) Visitor processing
- f) Communications and dispatching
- g) Patrol operations
- h) Emergency and event response

C.3.37.10 The Provider shall ensure security guards are familiar with the area of their posts. Off-going guards should provide a brief to on-coming guards of the events and occurrences that have recently happened, are continuing, or are anticipated for the post.

C.3.37.11 The Provider shall ensure security guards are mentally alert and physically ready to operate and enforce the access/egress control.

C.3.37.12 The Provider shall develop and submit a Code of Conduct policy for all security staff. The policy shall ensure staff are professional towards clients at all times during shift hours.

C.3.37.13 The Provider shall ensure security guards assigned to access/egress posts shall be knowledgeable of the location and use of the nearest first aid kit, fire extinguisher, fire alarm, emergency exit, and duress alarm (if any), and shall be ready, willing, and able to use them as necessary and as required by the post orders.

C.3.37.14 The Provider shall ensure security guards control access to the post area by observing, detecting, and reporting violations of post regulations as directed by the Post Orders. Security guards shall provide and maintain complete and effective surveillance, inspection and protection of all internal and perimeter areas within the designated parameters and limits of the assigned post.

C.3.37.15 The Provider shall ensure security guards process visitors as directed in the Post Orders by verifying visitors' identification, contacting agency sponsors or escorts, fabricating and issuing visitor passes, entering and maintaining data on visitor logs or automated visitor

database programs, and ensuring visitors are presented for appropriate personnel and package screening.

C.3.37.16 The Provider shall ensure security guards perform package inspection when and as directed by the Security Guard Post Assignment Record (Post Orders), or as directed by the CA in the event of an emergency or an elevated security posture. These inspections may be conducted using automated technology or by manual, visual surveillance and include, but are not limited to, inspection of packages, briefcases, purses, canisters, bags, valises, and other containers in the possession of visitors, employees, and other persons arriving on, working at, visiting, or departing from the facility. Admittance will be denied to those persons refusing to submit to a voluntary inspection, except for those persons exempted by specific Government directive.

C.3.37.17 The Provider shall ensure security guards are responsible for operating all security equipment on post, such as X-ray machines, magnetometers, and closed circuit television (CCTV). No security guard shall be permitted to work alone on any post containing security equipment without prior training on that specific equipment.

C.3.37.18 The Provider shall ensure security guards are required to conduct and report on security equipment performance tests as directed in the Post Orders. Daily, weekly, or monthly performance tests may be conducted on security equipment such as walkthrough and hand-held magnetometers, x-ray machines, ionizers, air samplers, undercarriage inspection systems, active traffic barriers, and other automated security devices. The results of the tests are to be recorded as directed in the Post Orders.

C.3.37.19 The Provider shall ensure security guards are required to answer questions and provide directions to clients regarding non-programmatic related inquiries. Prior to arriving on duty, each security guard shall be familiar with the name, address, and location of his/her post, as well as the post orders of the assigned post. Each security guard shall be familiar with the locations within the facility of the most commonly sought-after offices or locations, such as service offices, restrooms, elevators, entrances and exits, retail spaces, and parking areas, and shall provide that information to any visitor upon request.

C.3.37.20 The Provider shall ensure security guards conduct patrols in accordance with routes and schedules established in the Post Orders. They will observe, detect, report, and respond to all suspected or apparent security violations. Roving security guards will be

responsible for maintaining logs, reports, and files of all incidents and occurrences encountered during the patrol tour. Patrol duties will be performed in a professional manner, with the security guards responsible for observing the environment, and, when necessary, questioning those persons whose activities arouse suspicion. Patrol security guards will serve as the first responder to all security alarms and emergencies occurring within the area of assignment.

C.3.37.21 The Provider understands some posts may require a combination of fixed hours at a security guard booth and roving patrols. Security guards should adhere to the patrol schedule as outlined in the post orders or as directed by the CA.

C.3.37.22 The Provider shall ensure, when required by the Post Orders, security guards will direct traffic (vehicular and pedestrian), control parking, issue traffic courtesy violation

notices, and observe the environment for suspicious vehicles or persons.

C.3.37.22.1 Security guards may operate traffic control points and identify, delay, and detain all suspicious vehicles and personnel as necessary to maintain a level of security sufficient to ensure the safety and protection of all personnel, property, and resources within the facility property lines.

C.3.37.23 The Provider understands that based on the Post Orders and coordination with the CA, security guards will be responsible for receiving and using keys, "key cards," lock combinations, etc., that are issued for the security guards' use. Keys and access control devices shall be safeguarded and secured as sensitive assets as directed by Post Orders. All such keys and access devices are the property of the Government and are to be returned to the issuing agency at the expiration of the agreement.

C.3.37.24 The Provider shall ensure security guards are not be permitted to remove the keys and other access control devices from the facility premises unless specifically authorized by the CA. Keys or access control devices that are missing, lost, unusable, and/or stolen shall be immediately reported to the CA, and the security guard's supervisor as soon as the security guard detects the loss or the problem. The C Provider shall reimburse the Government for costs associated with lost, stolen, or damaged keys and access control devices that were under the control of a contract security guard at the time of their disappearance.

C.3.37.25 The Provider shall ensure security guards monitor and operate building alarm systems, closed circuit television systems, automated access control systems, package and personnel screening systems, communications systems, and other protection devices or building equipment located on or near the post, in accordance with the Post Orders.

C.3.37.26 The Provider shall ensure that when an alarm sounds, the security guard shall immediately report and record the incident as required by the Post Orders. The Provider shall record the incident in an electronic log that will be submitted to the CA on a monthly basis.

C.3.37.27 The Provider shall ensure security guards do not disengage, shut off, remove, reposition, obstruct, or in any way interfere with the Government video surveillance cameras/systems.

C.3.37.28 The Provider shall ensure security guards immediately notify their supervisor, the CA, and designated DHS staff if any of the systems under their control malfunction, fail completely, or otherwise need maintenance.

C.3.37.29 The Provider understands security guards may be required to lock or unlock specific entrances/exits and turn on/off lights in their duty area at specific times as prescribed in the Post Orders.

C.3.37.30 The Provider understands security guards are not janitors, building maintenance staff, delivery persons, receiving officials, or mechanics, and will not be required or expected to provide any building systems services except the very basic functions as required in the post orders.

C.3.37.31 The Provider shall ensure security guards will monitor and observe building occupants and visitors for compliance with the program and the facility's posted rules and

regulations. Security guards shall also identify, report, delay, or detain those persons who violate the rules and regulations as appropriate and in accordance with the Post Orders.

C.3.37.32 The Provider shall ensure security guards maintain physical security, law and order as prescribed by statute, regulation, and Post Orders. Security guards are responsible for detecting, delaying, detaining, and/or apprehending persons attempting to gain unauthorized access to Government property or otherwise violating laws, rules, and regulations.

C.3.37.33 The Provider shall ensure security guards prevent, discover, delay, and/or detain persons attempting to gain unauthorized access to property and/or personnel at the facility being protected. Security guards shall report all such incidents in accordance with established procedures as detailed in the Post Orders, which shall include reporting on unusual incidents.

C.3.37.34 The Provider shall ensure security guards turn off unnecessary lights; check safes and security containers, lock repositories, and cabinets; close and secure open windows; close and secure doors, gates and other facility access points; and perform any other additional duties as prescribed in the Post Orders.

C.3.37.35 The Provider shall ensure security guards prepare and maintain required reports in accordance with the Post Orders regarding security-related issues, such as accidents, fires, bomb threats, unusual incidents and unlawful acts, and provide these reports to those officials specified by the CA. The Provider shall maintain these reports electronically and will submit to the CA the following business day.

C.3.37.36 The Provider shall ensure that while on duty, security guards verbally report threatening circumstances and potentially threatening activities they observe to the DC Metropolitan Police Department and, when possible, to the CA. Whenever possible, security guards are encouraged to report a serious or potentially serious problem before responding so that they may receive all necessary backup and support to lessen or eliminate the potential threat.

C.3.37.37 Any call that from shelters are routed to a central dispatcher who determines whether MPD or PSD is notified.

C.3.37.38 The Provider understands security guards may be required to testify in various judicial proceedings on behalf of the Government.

C.3.37.39 The Provider shall ensure security guards will be required to perform other such functions as may be necessary in the event of situations or occurrences such as civil disturbances, attempts to commit espionage, sabotage, or other criminal acts adversely affecting the security and/or safety of the staff, program participants, DHS employees, or visitors.

C.3.37.40 The Provider shall ensure that in case of an emergency condition requiring immediate attention, the security on-site supervisor or the shift supervisor shall take action at the direction of or coordination with the Provider, to divert uniformed personnel from their normal assigned duties to meet the condition and summon appropriate assistance as may be required in the Occupant Emergency Plan. The Provider shall immediately notify the CO and/or CA, as applicable, of action taken, and shall immediately contact DHS to report the

same information.

C.3.37.41 No additional cost shall be charged the Government for the diversion, and the Provider shall not be penalized for the normal daily work not completed which was otherwise scheduled. Incidents of this nature shall be reported in accordance with procedures outlined in the Officer's Duty Book. As soon as the situation is resolved, the Provider employees should return to their assigned posts and duties.

C.3.37.41 The Provider understands that in some situations, security guards may be required to act independently as the primary security response until law enforcement assistance arrives.

C.3.37.42 The Provider shall ensure security guards and staff sign-in when reporting for work and shall sign-out when leaving. Provider employees who patrol between buildings will sign in and out at each building visited. The Government shall specify the on-site registration points and the Provider shall use those points for this purpose. Relief security guards will sign in and out at each post visited.

C.3.37.43 The Provider shall ensure security guards treat clients at a high standard of professionalism, dignity, safety, service quality, and respect. No client shall be a victim of verbal, emotional, or physical abuse by staff.

C.3.38 Food Services

C.3.38.1 The Provider shall provide and serve meals at standard and reasonable times to all shelter residents, three hundred and sixty-five days a year (365). Meals to be served at each site shall be designated by DHS, but shall include, at a minimum, dinner. Provider is not responsible for providing meals at STFH sites where families have access to kitchen facilities for meal preparation.

C.3.38.2 The Provider shall operate a Child and Adult Care Food Program (CACFP) in accordance with the laws and regulations of the United States Department of Agriculture's (USDA) Food and Nutrition Service (FNS) program for emergency shelters. The Provider shall submit an application to the state representative agency for the District of Columbia located at the Office of the State Superintendent of Education (OSSE) within 30 days of award.

C.3.38.3 The Provider shall participate in the DC Free Summer Meals Program, under the USDA's National Summer Food Program as a participating site.

C.3.38.4 The Provider shall be responsible for receipt of meals and verification of count and quality of meals. The Provider shall also be responsible for plating/serving food for clients, clean-up, and appropriate storage of any remaining items following the meal service.

C.3.38.5 The Provider shall ensure that the shift supervisor at the facility receiving food services is responsible for the receipt of meals and verification of count and quality of meals. This shall be conducted on a daily basis and maintained as a log in electronic format as a part of the records maintaining system.

C.3.38.6 The Provider shall ensure that client food is served only to clients. The Provider's staff shall not set aside or eat any of the food intended for clients.

C.3.38.7 The Provider shall submit a food services plan, which shall include, but is not limited to menus, a process for reporting daily number of meals and special meals served, delivery schedule, meal preparation, protocol for food delivery, food inspection upon delivery, food correction procedures (upon issues of inspection), protocol for plating/serving food, food certifications acquisition and maintenance (preparation, storing, delivering, and serving), food packaging/marking/labeling, and emergency preparation and procedures for unusual or special events. The food services plan, at minimum, shall incorporate requirements set forth in this Statement of Work.

C.3.38.8 The Provider shall ensure that compliance is upheld for all local, state, and federal food service laws, rules, and regulations.

C.3.39 Meal Menus and Preparation

C.3.39.1 The Provider shall provide meals to program participants in accordance with the Food Guide Pyramid Serving Sizes. Changes to the menus shall not be permitted without prior approval from DHS.

C.3.39.2 The Provider shall acquire approval from the CA prior to deviating from the sample menus.

C.3.39.3 The Provider shall ensure that all products used in the preparation of food are USDA inspected in accordance with federal laws and regulations.

C.3.39.4 The Provider shall ensure that health and sanitation requirements and food certifications are met at all times, which include Serve Safe certification.

C.3.39.5 The Provider shall provide food substitutions that are required due to allergies or religious reasons when requested within established protocol.

C.3.39.6 The Provider shall prepare all foods to meet the food and food operations requirements and standards outlined in 23 DCMR Alcoholic Beverages and Food, Subtitle B Food and Food Operations, Chapters 24-30.

C.3.39.7 The Provider shall ensure that all uncooked food items are clean and free from blemish.

C.3.39.8 The Provider shall maintain a continuous quality assurance control program to ensure that all meals are prepared, assembled and delivered in accordance with 23 DCMR Alcoholic Beverages and Food, Subtitle B, Food and Food Operations Chapters 24-30. The Provider shall deliver the grade, quality and quantity of food components and meals, as specified in the Food Guide Pyramid Serving Sizes and the terms and conditions of this HCA as the budget permits.

C.3.39.9 The Provider shall ensure all meat and meat products, except sausage products, shall have been slaughtered, processed and manufactured in plants inspected under a U.S.

Department of Agriculture approved inspection program and bear the appropriate seal. All meat and meat products shall be sound, sanitary, and free of objectionable odors or signs of deterioration on delivery. Local, grass-fed, free-range, hormone and antibiotic free meats are to be used whenever possible.

C.3.39.10 The Provider shall ensure all food service employees shall wear hair restraints such as hair coverings or nets, beard restraints, and clothing that cover body hair. Long hair hanging out of hats does not meet this requirement.

C.3.39.11 The Provider shall ensure single-use; food-service gloves shall be worn when handling ready to eat foods, meal service, and/or meal packaging. Gloves shall be changed during shifts or on an as needed basis such as when staff takes out trash, clean, prepare, or serve food.

C.3.40 Meal Delivery

C.3.40.1 All milk and juice and cold food shall be delivered in refrigerator trucks or insulated coolers at a maximum temperature of 40 degrees.

C.3.40.2 The Provider shall utilize vehicles for transportation of food that comply with regulations set forth in 23 DCMR Alcoholic Beverages and Food, Subtitle B, Food and Food Operations, Chapters 24-30.

C.3.40.3 The Provider shall ensure appropriate condiments and utensils are provided.

C.3.40.4 The Provider shall package and deliver only dairy products that identify the expiration date on each container. For the dairy products, the expiration date shall not exceed five (5) days beyond the delivery date. For example: milk delivered on the 22nd of the month shall have an expiration date no later than the 27th of the month.

C.3.40.5 The Provider shall package and deliver only juices that identify the expiration date on each container. The expiration date for juice shall not exceed 10 days beyond the delivery date. For example: Juice delivered on the 17th of the month shall have an expiration date of the 27th or 28th of the month.

C.3.40.6 The Provider shall deliver only the ordered items and quantities in a sufficient amount. Shortages in quantities as a result of an error made by the Provider shall be corrected with a "Special" delivery before the scheduled serving time. "Special" deliveries will undergo inspection consistent with regularly scheduled deliveries.

C.3.40.7 The Provider shall acquire a signature and the date of delivery on the delivery ticket from the designated staff at the facility to verify that all food and milk and juice were delivered in accordance with meal schedule included in the food services plan.

C.3.40.8 The Provider shall instruct drivers delivering food items to wait at least ten minutes after delivery of the food while the designated facility staff inspects the food items delivered for compliance. If the food does not comply with the requirements of the contract, the designated staff at the facility shall instruct the drivers to return the food, and indicate on the delivery ticket the number of meals that are being returned and the reason the meals are being returned.

C.3.40.9 The Provider shall not be paid for unauthorized menu changes, incomplete meals, meals not delivered within the specified delivery time period, and meals rejected because they do not comply with the Schedule B and the USDA Required Meal Pattern and not replaced before the time for serving meals.

C.3.40.10 In the event that circumstances beyond control of the Provider prevent the Provider from delivering meals per the approved menu, the Provider shall obtain verbal and written authorization from the CA for food substitution prior to delivery of the meals. The Provider shall notify the CA within 24 hours to permit consideration of the substitution request and timely delivery of the affecting meal.

C.3.41 Facilities, Equipment, Storage, and Supplies

C.3.41.1 The Provider shall maintain its facilities, equipment, storage, and supplies in accordance with 25 DCMR.

C.3.41.2 The Provider shall provide and maintain state or local health certification for the facility(s) used to prepare meals for the required food services. In addition, the Provider shall provide and maintain applicable license and permits required by USDA and other Federal and Local laws and regulations, or applicable jurisdiction.

C.3.41.3 The Provider's refrigeration equipment and equipment for storage shall have thermometers which are easily readable, in proper working condition, and accurate, within a range of plus or minus two degrees ($\pm 2^\circ$). The Provider shall ensure that it operates, at minimum, refrigerators and warming ovens.

C.3.41.4 The Providers' refrigeration equipment shall be properly maintained and defrosted as necessary to prevent accumulation of frost or ice.

C.3.41.5 The Provider shall maintain adequate and appropriate facilities and storage space needed for the proper storage of food, utensils, equipment, and supplies when not in use.

C.3.41.6 The Provider shall not store supplies unrelated to the food operation in the food preparation area.

C.3.41.7 The Provider shall maintain an adequate supply of detergents, sanitizers, sanitary-type towels, toilet tissue, and other materials required to maintain proper personal hygiene and to maintain proper sanitation of the equipment and premises these supplies shall be readily accessible in the places where they are normally needed.

C.3.41.8 The Provider shall maintain adequate facilities for the collection and storage of all garbage, trash, and other refuse accumulating in its meal warming area.

C.3.41.9 All trash and storage areas in the Provider's food warming area shall be vermin proof.

C.3.41.10 The Provider shall maintain a copy of its current health and facility number(s) for its cooking kitchen and storage/warehouse facility such as the following;

- a) Location/Name (s);
- b) License Number (s);

- c) Date of Last Rating; and
- d) Last Rating Score.

C.3.42 Packaging, Marking, and Labeling

C.3.42.1 The following instructions shall be used for packaging:

C.3.42.2 Fresh fruit, bread products, pastries and any other food components that are not delivered in bulk, shall be individually packaged in plastic or paperboard wedge and sealed with polystyrene film.

C.3.42.3 Each food package shall be identified on a nametag and contain an expiration date, if applicable.

C.3.43 Inspection

C.3.43.1 The District reserves the right to inspect the District Facilities and Provider's Services without notice at any time during the HCA performance period, including the right to be present during preparation and delivery of meals and to request meal quality tests.

C.3.43.2 The District reserves the right to inspect and to determine the quality of food delivered and may reject and refuse payment of any meals that do not comply with the requirements and USDA Required Meal Pattern in the applicable documents sections of the HCA. The District and USDA reserve the right to inspect Federal or District reports on the quality of the specific meals to be delivered under this HCA.

C.3.44 Furniture Services - Clients Exiting Shelter

C.3.44.1 The Provider shall provide dressers, beds, and mattresses for clients exiting the emergency shelter system to a permanent housing destination upon request by the client's case manager, based upon the assessed need of the client.

C.3.44.2 The Provider shall only purchase furniture that has been approved for purchase.

C.3.44.3 The Provider shall purchase, ship, deliver, and set up furniture for clients at designated sites by the CA.

C.3.45 Continuity of Services:

C.3.45.1 The Provider recognizes that the services under this HCA are vital to the Government and must be continued without interruption and that, upon HCA expiration, a successor, either the Government or another Provider, may continue them. The Provider agrees to (1) furnish phase-in training, and (2) exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

C.3.45.2 The Provider shall, upon the Contracting Officer's written notice, (1) furnish phase-in, phase-out services for up to ninety (90) days after this HCA expires and (2) negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be

subject to the Contracting Officer's approval. The Provider shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this HCA are maintained at the required level of proficiency.

C.3.45.3 The Provider shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Provider also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Provider shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

C.3.45.4 The Provider shall be reimbursed for all reasonable phase-in, phase-out costs (*i.e.*, costs incurred within the agreed period after HCA expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 TERM OF AGREEMENT

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

D.2 AGREEMENT NOT A COMMITMENT OF FUNDS OR COMMITMENT TO PURCHASE

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

D.3 OPTION TO EXTEND TERM OF THE AGREEMENT

D.3.1 The District may extend the term of this HCA for a period of four (4), one (1) year options periods, or successive fractions thereof, by written notice to the Provider before the expiration of the HCA; provided that the District will give the Provider preliminary written notice of its intent to extend at least 30 days before the HCA expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the 30 day preliminary notice requirement by providing a written waiver to the CO prior to expiration of the HCA.

D.3.2 If the District exercises this option, the extended HCA shall be considered to include this option provision.

D.3.3 The total duration of this HCA, including the exercise of any options under this clause, shall not exceed five years.

D.4 DELIVERABLES

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

Table D.4: Deliverables

No.	Deliverable	Reference Section	QTY	Format Method of Delivery	Frequency	Notes
1	Providers shall incorporate policies and procedures that include harm reduction into its program design and operations.	C.3.4.1.1	1	Electronic	Annually	Within thirty (30) days of HCA award;
2	The Provider shall be responsible for all aspects of community engagement related to the site including finalizing and signing a Good Neighbor Agreement (GNA) within 30 days of HCA award, which will have been developed in advance by the Advisory Team.	C.3.4.1.7	1	Electronic	Annually	Within thirty (30) days of HCA award;
3	Provider shall develop and submit the Program Rules for all services to the CA for DHS approval. Within thirty (30) days of HCA award; updated annually.	C.3.4.1.9	1	Electronic	Annually	Within thirty (30) days of HCA award; updated annually
4	The Provider shall develop and submit for DHS approval within thirty (30) days of the HCA award and annually thereafter a Code of Conduct policy for all staff including subcontracted staff. The policy shall ensure all staff treats clients with high standard of professionalism, dignity,	C.3.4.1.11	1	Electronic	Annually	Within thirty (30) days of HCA award; updated annually

	safety, service quality, and respect.					
5	The Provider shall develop and submit a staffing plan to the CA at time of HCA award and annually thereafter. The staffing plan shall include, at minimum, recruitment strategies, staff retention and replacement strategies (i.e. when an unexpected vacancy occurs), organizational structure, organizational charts, position descriptions, and staffing qualifications.	C.3.5.1	1	Electronic	Annually	Within five (5) days of HCA award; updated annually
6	The Provider shall provide for clearance of all staff and any subcontracted staff that have direct contact with families and children from the FBI, Police, Child and Family Services Agency (CSFA) Child Protection Register, DC Child Abuse Registry, and National Sex Offender Registry Department(s) of the jurisdictions in which they have resided for the five years prior to employment under this contract and as otherwise required by District law. Service providers are Safety	C.3.5.5	1	Electronic	As Needed	Within sixty (60) days of HCA award. Background clearances shall be completed prior to the start of employment/ annually/as needed.

	<p>Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be screened pursuant to the Act. The Provider shall provide DHS with documentation certifying such clearances for all affected employees. All documentation shall be submitted to the DHS CA within 60 days of contract award. The Provider shall ensure all new hires obtain background clearances prior to the start of employment, annually, and as needed.</p>					
7	<p>The Provider shall test all employees and staff who have direct contact with families and children for drug and alcohol use. Service providers are Safety Sensitive employees as defined by the Child and Youth, Safety and Health Omnibus Congressional Review Emergency Amendment Act of 2004 (Act), and shall be tested pursuant to the Act. The Provider shall provide documents certifying negative drug and alcohol test results for all such employees and staff to the CA within 60 days of HCA award. Provider shall ensure all new hires obtain certified negative drug and alcohol test results prior to the start of employment, annually, and as needed.</p>	C.3.5.7	1	Electronic	As Needed	<p>Within sixty (60) days of HCA award. Certified negative drug and alcohol test results shall be completed prior to the start of employment, annually, and as needed.</p>

8	The Provider shall ensure all staff having contact with clients completes annual tuberculosis screening.	C.3.5.8	1	Electronic	Annually/As Needed	Tuberculosis screenings shall be completed prior to the start of employment/ annually/as needed.
9	The Provider shall maintain job descriptions, resumes, and annual evaluations for each staff person. The Provider shall provide updated information to the CA within thirty 30 days when there is a change in personnel.	C.3.5.9	1	Electronic	Annually/As Needed	Within thirty (30) days of updated annually/as needed.
10	The Provider shall maintain an organizational chart that shows the reporting relationship and function of key staff persons	C.3.5.11	1	Electronic	Annually/As Needed	Within thirty (30) days of updated annually/as needed.
11	The Provider shall maintain a written job description for each position funded through the HCA that must be included in the Providers files and be available for inspection on request by the CA. The job description shall include: a). Education, experience, and /or licensing / criteria b) A description of duties and responsibilities, c) Hours of work, and d) Performance evaluation criteria	C.3.5.12	1	Electronic	Annually/As Needed	Within thirty (30) days of updated annually/as needed.
12	The Provider shall provide any changes in staffing patterns in advance and in writing to the CA for approval. Staffing patterns includes the number and types or categories of staff assigned to carry out particular functions within an organization. A change in staffing	C.3.5.16	1	Electronic	Annually/As Needed	Within thirty (30) days of updated annually/as needed.

	patterns includes, but is not limited to, organization restructures, key personnel turnover, or staff augmentation.					
13	<p>The key personnel specified in C.3.5.17 of this solicitation are considered to be essential to the work being performed hereunder.</p> <p>Prior to diverting any of the specified key personnel for any reason, the Provider shall notify the CA at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the HCA. The Provider shall obtain written approval of the CA for any proposed substitution of key personnel.</p>	C.3.5.25	1	Electronic	Annually/As Needed	Within thirty (30) days of updated annually/as needed.
14	<p>The Provider shall develop, submit to the CA within thirty (30) days of award, and implement a non-fraternization policy for all staff and Providers, including janitorial and security staff. The non-fraternization policy shall prohibit personal relationships or social interactions with residents of the STFH site that go beyond the scope of professional duties, including communicating with residents about non-job related issues, exchanging gifts,</p>	C.3.5.26	1	Electronic	Annually/As Needed	Within thirty (30) days of updated annually/as needed.

	spending an inappropriate or excessive amount of time with residents, or taking steps to be alone with a resident.					
15	The Provider shall provide the CA with a training plan within 30 days of award that describes trainings to be provided, the schedule of trainings, and whether trainings will be provided by the Provider, DHS, CoC lead, or other entity.	C.3.6.1	1	Electronic	Annually	Within thirty (30) days of the HCA award; updated annually
16	The Provider shall ensure a daily log is maintained to record all shelter activities. The Provider shall ensure the daily log is maintained electronically in HMIS or other designated electronic database as directed by the CA.	C.3.7.5	1	Electronic	Daily	Within one hour of the initial Family admission.) days of the HCA award; updated annually
17	The Provider shall maintain their shelter bed list via Shelter Point in HMIS depicting occupied beds/units at each STFH site. Provider shall compile a Daily Census each evening to be updated by noon the following day.	C.3.7.6	1	Electronic	Daily	Within thirty (30) days of the HCA award; updated daily
18	The Provider shall submit monthly summary reports to the CA regarding the progress towards task completion and SOW requirements. The monthly report shall include information on services provided to families in Section C.5, HCA Requirements. The report shall be submitted with the monthly invoice. The reporting format shall be mutually agreed upon by the Provider and DHS.	C.3.8.1	1	Electronic	Monthly	Within fifteen (15) calendar days after the close of each month

19	The Provider shall submit a final, annual report to the CA no later than the 30 th day after end of current period of performance.	C.3.8.7	1	Electronic	Annually	On the 30th day after end of current period of performance.
20	The Provider shall Conduct an annual Customer Satisfaction Survey within 75 days of completion. The Provider shall submit a summary report of all survey findings.	C.3.8.9	As Needed	Electronic	Immediately or Next Business day	Within 75 days of program completion.
21	The Provider shall participate in the District's annual Point-In-Time (PIT) count.	C.3.8.10	1	Electronic/ In Person Activity	Annually	Once Annually
22	The Provider shall submit an Emergency Shelter Monthly Data Quality Data Verification Form to the Contract Administrator.	C.3.8.11	1	Electronic	Monthly	Within thirty (30) calendar days of HCA award; updated monthly.
23	The Provider shall develop and establish a client grievance process. Within thirty (30) calendar days of HCA award; updated annually.	C.3.9.2	1	Electronic	Annually	Within thirty (30) calendar days of HCA award; updated annually.
24	The Provider shall ensure all filed grievances, including any grievance filed by subProviders, and are properly documented electronically. The Provider shall submit a monthly, electronic report of all grievances and resolution plans to the CA.	C.3.9.4	1	Electronic	Monthly	Within thirty (30) calendar days of HCA award; updated monthly.

25	The Provider shall create a centralized complaint hotline for households to file grievances within thirty (30) days of the HCA award and shall ensure the number is posted prominently in common areas, including in the dining room, meeting areas, common hallways and the administrative office. The Provider shall monitor, maintain a log, and follow-up on calls received within 24 hours.	C.3.9.5	1	Electronic	Annually	Within thirty (30) calendar days of HCA award; updated annually.
26	The Provider shall develop, within thirty (30) days of the HCA award, a system for maintaining records that shall include information listed in section C.3.10.1	C.3.10.1	1	Electronic	Annually	Within thirty (30) calendar days of HCA award; updated as monthly.
27	The Provider shall establish and maintain a financial management system for the monthly disbursement of payments to any subProviders. The Provider's financial management system, shall, at minimum, track disbursements and expenditures for each subProvider by month. The Provider shall submit a budget to the CA for approval Within thirty (30) calendar days of HCA award updated annually.	C.3.13.1	1	Electronic	Annually	Within thirty (30) calendar days of HCA award; updated annually.
28	The Provider shall submit monthly invoices to the CA within ten (10) calendar days after the close of each month.	C.3.13.3	1	Electronic	Monthly	Within ten (10) calendar days after the close of each month

29	The Provider shall identify the leverage of any additional resources at the beginning of the option year and shall submit a report to the CA within thirty (30) days of the option year period. The report, at minimum, shall identify additional resources by provider, service category, and anticipated amount. The report shall clearly delineate public funded services and additional resource leverage by quantity and amount. The report shall be updated quarterly.	C.3.14.6	1	Electronic	Quarterly	Within thirty (30) calendar days of HCA award; updated quarterly.
30	The Provider shall provide to the CA an Emergency Preparedness Plan within thirty (30) days of HCA award. The Emergency Preparedness Plan shall include, at minimum, all aspects of operations such as key staff contact information, communication protocol, transportation, shelter, food provision, supply distribution, and other service delivery.	C.3.15.1	1	Electronic	Annually	Within thirty (30) calendar days of HCA award; updated annually.
31	The Provider shall, as required by the McKinney-Vento Act and as amended by the HEARTH Act, provide documentation that demonstrates the Provider has established education-related policies and practices for households enrolled in Provider's program. Within forty-five (45) calendar days of HCA the award.	C.3.16.1	1	Electronic	Annually	Within forty-five (45) days of the HCA award; updated annually
32	The Provider shall provide the CA with written procedures to	C.3.17.6	1	Electronic	Annually	Within thirty (30) days of the HCA award; updated annually

	ensure the health and safety of residents, staff and visitors on a daily basis within thirty (30) days of award. The procedures must address such issues as fire safety, the handling of blood borne pathogens.					
33	The Provider shall provide a written Closed Point of Dispensing (CPOD) plan to the CA within thirty (30) days of award for the dispersal and storage and handling of medication.	C.3.17.7	1	Electronic	Annually	Within thirty (30) days of the HCA award; updated annually
34	The Provider shall conduct quarterly fire drills across shifts in accordance to District law at the temporary housing sites and maintain fire inspection records to document compliance.	C.3.17.9	1	Electronic	Quarterly	Within thirty (30) days of the HCA award; updated annually
35	The Provider shall screen all clients for tuberculosis (TB) upon intake. Screening shall include observation of a household upon intake to identify any evidence of TB symptoms and completion of a DHS-approved screening form. The Provider shall maintain a copy of the completed screening form in the patient file. Should symptoms be observed, the client shall be referred to the Department of Health or an appropriate health care provider within 24 hours of intake for comprehensive TB testing.	C.3.18.9	As Needed	HIMS/ Electronic	Upon Intake	Upon Intake/As Needed
36	The Provider shall ensure clients assessed as appropriate for shelter diversion services are screened for diversion services within the first	C.3.20.7	As Needed	HIMS/ Electronic	Daily	Within the first 7 after intake and every 7 days thereafter for the initial thirty (30) days following placement.

	7 days after intake and every 7 days thereafter for the initial thirty (30) days following placement.					
37	Within 7 days of intake, for households not diverted, the Provider shall ensure an assessment is conducted using the F-SPDAT to assess the appropriate housing intervention, and that a task-oriented Family Housing and Stabilization Plan (FHSP) is created. Case Managers shall utilize a strength based approach in the development of the FHSP that engages the whole family and other providers as appropriate and empowers the family to set and achieve their housing goals.	C.3.20.9	As Needed	HIMS/ Electronic	Daily	Within the first 7 after intake and every 7 days thereafter for the initial thirty (30) days following placement.
38	The Provider shall continue to have at least one contact a month with households for the initial sixty (60) days following exit from shelter to ensure a successful transition for the initial sixty days following exit from shelter to ensure a successful transition to permanent housing.	C.3.20.21	1	HIMS/ Electronic	Monthly	Within sixty (60) days of the HCA award; updated monthly
39	The Provider shall conduct an inventory report for all equipment valued at fifty dollars (\$50.00) or more at each facility.	C.3.24.3	1	Electronic	Annually	Within thirty (30) days of the HCA award; updated annually
40	The Provider shall submit the Building Maintenance Plan (BOP) to the CA.	C.3.25.3	1 per facility	Electronic	Annually	Within thirty (30) calendar days of subcontract execution; updated annually (30 calendar days after option year execution) or modified as needed
41	The Provider shall develop and operate a service call program that	C.3.27.1	1 per facility	Electronic	Annually	Within thirty (30) calendar days of subcontract execution;

	includes policy and procedures for responding to all service calls. This plan shall be submitted to the CA for approval within 30 days of HCA award.					updated annually (30 calendar days after option year execution) or modified as needed
42	The Provider shall report maintenance issues for District owned and leased facilities within 24 hours of identification via the DHS or DGS Maintenance and Repair Tool. For any emergency maintenance issues during non-operating hours, the on-site staff shall immediately report the issue to the DGS CMC Provider or the command center.	C.3.27.3	As Needed	Electronic	Immediately or within (24) hours	Immediately or within (24) hours
43	The Provider shall develop a comprehensive Janitorial Facility Assignment Record (directives) for the designated STFH site designed to adequately staff and meet the standard service level requirements in this Statement of Work and in accordance with the most current industry standards.	C.3.28.2	1 per facility	Electronic	Annually	Within thirty (30) calendar days of subcontract execution; updated annually or modified as needed
44	The Provider shall ensure all requirements in Section are documented and posted in public view. For example, the Provider may post cleaning logs at entrances that provide the date and time of services provided.	C.3.28.6	52	Paper	Weekly	Within thirty (30) calendar days of subcontract execution
45	The CA shall initiate and schedule the quarterly meetings between the Provider and DHS.	C.3.30.2	1	Electronic	Quarterly	Within thirty (30) calendar days of contract execution; annually thereafter

46	The Provider Shall establish and implement a complete Quality Control Plan (QPC) to ensure the required services are provided effectively and successfully.	C.3.30.4	1	Electronic	Annually	At the time of HCA award; annually thereafter
47	The Provider shall develop a comprehensive Security Guard Post Assignment Record (Post Orders) for each STFH site designed to adequately staff and meet the standard service level requirements outlined in this Statement of Work and in accordance with the most current industry standards. The Post Orders shall define the number of guards, specific duties, hours of operation, and training requirements. The security guards shall not deviate from the directions provided by the Post Orders except in emergencies or as directed by the CA.	C.3.37.5	1 per facility	Electronic	Annually	Within thirty (30) calendar days of subcontract execution; updated annually or modified as needed
48	The Provider shall operate a Child and Adult Care Food Program (CACFP) in accordance with the laws and regulations of the United States Department of Agriculture's (USDA), Food and Nutrition Service (FNS) program for emergency shelters. The Provider shall submit an application to the state representative agency for the District of Columbia located at the Office of the State Superintendent of Education (OSSE)	C.3.38.2	1	Electronic	Annually	Within thirty (30) calendar days of subcontract execution; updated annually

	within 30 days of award.					
49	The Provider shall submit a food services plan, which shall, include, but is not limited to, menus, a process for reporting daily number of meals and special meals served, delivery schedule, meal preparation, protocol for food delivery, food inspection upon delivery, food correction procedures (upon issues of inspection), protocol for plating/serving food, food certifications acquisition and maintenance (preparation, storing, delivering, and serving), food packaging /marking/labeling/, and emergency preparation and procedures for unusual and special events. The food services plan, at minimum, shall incorporate requirements set forth in this statement of work.	C.3.38.7	1	Electronic	Annually	Within thirty (30) calendar days of subcontract execution; updated annually

D.5 The Provider shall submit to the District, as a deliverable, the report described in Section G.4 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to Section F.3.1.

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

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 ORDERING CLAUSE

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

E.2 INVOICE PAYMENT

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

E.3 INVOICE SUBMITTAL

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

Department of Human Services
Office of the Controller/Agency CFO
64 New York Avenue, N.E, 6th Floor
PO Box 54047
Washington, D.C. 20002
Phone: (202) 672-4200

- E.3.2** The Provider shall follow the steps below in submitting monthly invoices to DHS:
- (1) Provider name and address;
 - (2) Invoice date, number and the total amount due;
 - (3) Period or date of service;
 - (4) Description of service;
 - (5) Quantity of services provided or performed
 - (6) Contract line item number (CLIN) , as applicable to each purchase order or task order;
 - (7) Purchase order or task order number;

- (8) Agreement number;
- (9) Federal tax identification number (TIN);
- (10) Any other supporting documentation or information, as required; and
- (11) Name, title and telephone signature of the preparer.

E.4 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

E.4.1 For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section G.4.5.

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

E.5 PAYMENT

E.5.1 The Provider shall not provide services under this Agreement unless the Provider is in actual receipt of a task order for the period of the service that is signed by the Contracting Officer.

E.5.2 All 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 task order and this Agreement, the shall take precedence.

E.5.3 A task order may be transmitted electronically.

E.5.4 Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

E.6 ASSIGNMENT OF HCA PAYMENTS

E.6.1 In accordance with 27 DCMR 3250, the Provider may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this HCA.

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

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

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

E.7 THE QUICK PAYMENT CLAUSE

E.7.1 INTEREST PENALTIES TO PROVIDERS

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

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

E.7.1.2 Any amount of an interest penalty which remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount.

E.7.2 PAYMENTS TO SUBPROVIDERS

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

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

E.7.2.2 The Provider must pay any subProvider or supplier interest penalties on amounts due to the subProvider or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery of the item of property or service is made on or before:

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

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

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

E.7.3 SUBCONTRACT REQUIREMENTS

E.7.3.1 The Provider shall include in each subcontract under this HCA a provision requiring the subProvider to include in its contract with any lower-tier subProvider or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

E.8 CONTRACTING OFFICER (CO)

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

Emily Busch
Contracting Officer
Government of the District of Columbia
Office of Contracting and Procurement
64 New York Ave, NE 6th floor
Washington, D.C. 20001
emily.busch@dc.gov

E.9 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

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

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

E.9.3 In the event the Provider effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the HCA to cover any cost increase incurred as a result thereof.

E.10 CONTRACT ADMINISTRATOR (CA)

E.10.1 The CA is responsible for general administration of the HCA and advising the CO as to the Provider's compliance or noncompliance with the HCA. The CA has the responsibility of ensuring the work conforms to the requirements of the HCA and

such other responsibilities and authorities as may be specified in the HCA. These include:

- E.10.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the HCA;
- E.10.1.2** Coordinating site entry for Provider personnel, if applicable;
- E.10.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Provider's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- E.10.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- E.10.1.5** Maintaining a file that includes all HCA correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- E.10.2** The address and telephone number of the CA is:

Name: Niquwana Bullock

Title: Contract Administrator

Agency: Department of Human Services, Family Service Administration

Address: 64 New York Avenue, N.E., 6th Fl., Washington DC 20002

Phone: (202) 535-3187

Email: niquwana.bullock@dc.gov

- E.10.3** The CA shall NOT have the authority to:
 1. Award, agree to, or sign any HCA or task order. Only the CO shall make contractual agreements, commitments or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the HCA;
 3. Increase the dollar limit of the HCA or authorize work beyond the dollar limit of the HCA;
 4. Authorize the expenditure of funds by the Provider;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the HCA.
- E.10.4** The Provider will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

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

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES

F.1 TERM OF CONTRACT

The term of the contract shall be period of twelve (12) months from date of award specified on the cover page of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

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

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

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

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

F.3 DELIVERABLES

The Provider shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in Section D.4.

F.3.1 The Provider shall submit to the District, as a deliverable, the report described in section H. that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Provider does not submit the report as part of the deliverables, final payment to the Provider shall not be paid pursuant to section G.

The Prime Provider shall identify the leverage of any additional resources at the beginning of the option year and submit a report to the CA. The report, at minimum, shall identify additional resources by provider, service category, and anticipated amount. The report shall clearly delineate public funded services and additional resource leverage by quantity and amount. The report shall be updated quarterly.

F.4 AGREEMENT CLAUSES

F.4.1 Standard Contract Provisions Incorporated By Reference

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

F.4.2 Confidentiality

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

F.4.3 Amendments

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

F.4.4 Tax Compliance Certification

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

F.4.5 Subcontracts

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

F.5 Provider Responsibility

F.5.1 The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

F.5.2 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.5.3 The Provider's employees shall report all unusual incidents on the Unusual Incident Report, including allegations of abuse or neglect, involving any patient that is provided with services or treatment by the Provider by telephone to DHS, and followed up by a written report to DHS within forty-eight (48) hours of the unusual incident.

F.6 PUBLICITY

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

F.7 CONFLICT OF INTEREST

F.7.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the agreement or proposed agreement. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code Section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).

F.7.2 The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the agreement.

F.8 Department Of Labor Wage Determinations

The Provider shall be bound by Wage Determination No. [2015-4281, Revision No. 9, dated 01/10/2018](#), issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option period(s); the Provider may be entitled to an equitable adjustment.

F.9 Access to Records

F.9.1 The Provider shall retain all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human

care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five

(5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

F.9.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

F.9.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.10 WAY TO WORK AMENDMENT ACT OF 2006

F.10.1 Except as described in H._. 8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for Task Orders for services in the amount of \$100,000 or more in a 12-month period.

F.10.2 The Provider shall pay its employees and subProviders who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.

F.10.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subProvider to pay its employees who perform services under the contract no less than the current living wage rate.

F.10.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

F.10.5 The Provider shall provide a copy of the Fact Sheet attached as J._ to each employee and subProvider who performs services under the contract. The Provider shall also post the Notice attached as J._ in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subProvider to post the Notice in a conspicuous place in its place of business.

F.10.6 The Provider shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

F.10.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

F.10.8 The requirements of the Living Wage Act of 2006 do not apply to:

(1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;

- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.10.9 The Mayor may exempt a Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

F.11 HIPAA BUSINESS ASSOCIATE COMPLIANCE AGREEMENT CLAUSE

For the purpose of this Business Associate Agreement (“BAA”) clause, [AGENCY], a covered component within the District of Columbia’s (“District”) Hybrid Entity will be referred to as a “Covered Entity” as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended (“HIPAA”) and associated regulations promulgated at 45 C.F.R. §§ 160, 162 and 164 as amended (the “HIPAA Regulations”) and [**INSERT VENDOR INFORMATION**], as a recipient of Protected Health Information (“PHI”) or electronic PHI from [AGENCY], is a “Business Associate” as that term is defined by HIPAA.

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

1. Definitions

- a. *Business Associate* means a person or entity, who, on behalf of the District or of an Organized Health Care Arrangement (as defined in this section) in which the Covered

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

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

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

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

Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.

- e. *Designated Record Set* means a group of records maintained by or for a Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. *Health Care* means care, services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- g. *Health Care Components* means a component or a combination of components of a Hybrid Entity designated by a Hybrid Entity in accordance with 45 CFR § 164.105(a)(2)(iii)(D). *Health Care Components* must include non-Covered Functions that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations.
- h. *Health Care Operations* shall include (1) conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; patient safety activities (as defined in 42 C.F.R. § 3.20); population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment; (2) reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities; (3) except as prohibited under 45 C.F.R. § 164.502(a)(5)(i), underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of 45 C.F.R. § 164.514(g) are met, if applicable; (4) conducting or

arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs; (5) business planning and development, such as conducting cost-management and planning- related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and (6) business management and general administrative activities of the entity, including, but not limited to: (i) management activities relating to implementation of and compliance with the requirements of this subchapter; (ii) customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that PHI is not disclosed to such policy holder, plan sponsor, or customer.(iii) resolution of internal grievances;(iv) The sale, transfer, merger, or consolidation of all or part of the Covered Entity with another Covered Entity, or an entity that following such activity will become a Covered Entity and due diligence related to such activity; and(v) consistent with the applicable requirements of 45 C.F.R. § 164.514, creating de-identified health information or a limited data set, and fundraising for the benefit of the Covered Entity.

- i. *Hybrid Entity* means a single legal entity that is a Covered Entity and whose business activities include both covered and non-Covered Functions, and that designates Health Care Components, in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate Health Care Components, any other components of the entity that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations. The District is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its Health Care Components for compliance with the Security Rule and privacy requirements under this BAA.
- j. *Individual* shall mean the person who is the subject of PHI in accordance with 45 C.F.R. § 160.103. The term *individual* shall also include the individual's personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* shall mean information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI)* shall mean the Standard Unique Health Identifier for Healthcare Providers as defined at 42 C.F.R. § 162.406.

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

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

is under the direct control of such Covered Entity, whether or not they are paid by the Covered Entity or Business Associate.

2. Obligations and Activities of Business Associate

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

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

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

Administrative Safeguards

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

Physical Safeguards

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

Technical Safeguards (see § 164.312)

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

- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this BAA, the Security Rule and other applicable federal and state privacy law within the Business Associate's business. The Business Associate reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District's Hybrid Entity.
- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the

Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA.

- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this BAA or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 C.F.R § 164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) business days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the U.S. Department of Health and Human Services, Office for Civil Rights (OCR), and potentially the media, on behalf of the District.
- f. The Business Associate agrees to ensure that any Workforce member or any agent, including a subProvider, agrees to the same restrictions and conditions that apply through this BAA with respect to PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 C.F.R §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subProviders that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information
- h. Initially, within ten (10) business days following the commencement of this Contract, or within ten (10) business days of a new or updated agreement with a subProvider, the Business Associate agrees to provide the District a list of all subProviders who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subProviders understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this BAA.
- i. The Business Associate agrees to provide access within five (5) business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District laws, rules and regulations, to PHI in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- j. The Business Associate agrees to make any amendment(s) within five (5) business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R § 164.526 **in a format** [*agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official

or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

- k. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit A and incorporated by reference.
- l. The Business Associate agrees to record authorizations and log such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and applicable District laws, rules and regulations.
- m. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert agency appropriate terms if applicable*] by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and applicable District laws, rules and regulations.
- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- o. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this BAA, as well as data systems storing or transmitting PHI, to verify compliance.

- q. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the Data Aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose PHI of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer/Liaison or a duly authorized Workforce member of the Covered Entity.
- r. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(a)-(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BAA.
- s. If the Business Associate has not submitted the District's Business Associate Questionnaire prior to contract award, the Business Associate shall file the Questionnaire with the Agency Privacy Officer/Liaison or the Agency Contract Administrator within 30 days after contract award. Business Associate shall file and submit an updated Questionnaire to the Agency Privacy Officer/Liaison or the Agency Contract Administrator on or before October 1st of each contract year.

At the discretion of the Agency Privacy Officer/Liaison, Business Associates with limited access to PHI may be granted a written waiver to file a letter attesting to their HIPAA compliance on or before October 1st of each contract year. A copy of the Business Associate Questionnaire can be located at [www.ocp.dc.gov /OCPSolicitations /Required Solicitation Documents](http://www.ocp.dc.gov/OCPSolicitations/RequiredSolicitationDocuments).

3. Permitted Uses and Disclosures by the Business Associate

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

the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

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

4. Additional Obligations of the Business Associate

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

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

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

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

5. Sanctions

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

6. Obligations of the Covered Entity

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

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to execute this BAA and it, its employees, agents, subProviders, representatives and members of its Workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this BAA has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- b. That it, its employees, agents, subProviders, representatives and members of its Workforce are in good standing with the District, that it, its employees, agents, subProviders, representatives and members of its Workforce will submit a letter of good standing from the District, and that it, its employees, agents, subProviders, representatives and members of its Workforce have not been debarred from being employed as a Provider by the federal government or District;
- c. That neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder.

The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this BAA;

- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subProviders, representatives and members of its Workforce, whose services may be used to fulfill obligations under this BAA are or shall be appropriately informed of the terms of this BAA and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this BAA. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy

Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subProviders, employees or members of its Workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or no contest or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state, or local government agency (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect
- h.

9. Term and Termination

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

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

- i. Provide an opportunity for the Business Associate to cure the breach within a period of ten (10) days (or such longer period as the District may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or
- ii. Immediately terminate the Contract if the Business Associate breaches a material term of this BAA and a cure is not possible.

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

c. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and conditions if applicable*] all PHI received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to PHI that is in the possession of ALL subProviders, agents or Workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.
- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer/Liaison that the return or confidential destruction of the PHI is infeasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form;

- (3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
- (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at [Insert section number related to paragraph (ender “Permitted Uses and Disclosures By The Business Associate”) which applied prior to termination; and
- (5) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

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

10. Miscellaneous

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

protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Regulations.

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this BAA and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with paragraphs (2)(f), (g) and (j) of this BAA, nothing in the BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this BAA and the Contract; to the extent they are applicable to this BAA and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations.

All other aspects of this Contract shall be governed under the laws of the District. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this BAA shall be litigated before the District of Columbia Contract.

Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with
 - (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this BAA; and
 - (b) any claims,

demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this BAA.

- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this BAA or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, its Workforce, any of its subProviders, agents, or any third party who has received PHI from the Business Associate.

- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subProviders or its Workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance BAA and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subProviders or its Workforce are a named adverse party.

- k. *Notices.* Any notices between the Parties or notices to be given under this BAA shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

Attention: _____

Fax: _____

If to the Covered Entity, to

Attention: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this BAA and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this BAA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BAA fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this BAA, if necessary to bring the contested provision(s) into compliance.
- p. *Independent Provider.* The Business Associate will function as an independent Provider and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this BAA shall be interpreted as authorizing the Business Associate Workforce, its subProvider(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This BAA, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary of HHS.

F.12 Insurance

F.12.1 GENERAL REQUIREMENTS. The Provider at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the CO. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A- / VII or higher. The Provider shall require all of its subProviders to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Provider and its subProviders (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of

Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Provider or its subProviders (including without limitation the liability to pay premiums) shall be the sole obligation of the Provider or its subProviders, and not the additional insured. The additional insured status under the Provider's and its subProviders' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 **and** CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Provider's and its subProviders' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Provider or its subProviders, or anyone for whom the Provider or its subProviders may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Provider and/or its subProviders maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subProviders.

1. Commercial General Liability Insurance ("CGL") - The Provider shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Provider, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.
2. Automobile Liability Insurance - The Provider shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Provider, with minimum per accident limits equal to the greater of (i) the limits set forth in the Provider's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Provider shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Provider shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Crime Insurance (3rd Party Indemnity) - The Provider shall provide a 3rd Party Crime policy to cover the dishonest acts of Provider's employees which result in a loss to the District. The policy shall provide a limit of \$10,000 per occurrence.
5. Cyber Liability Insurance - The Provider shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Provider in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.
6. Professional Liability Insurance (Errors & Omissions) - The Provider 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 claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Provider warrants that any applicable retroactive date precedes the date the Provider first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
7. Sexual/Physical Abuse & Molestation - The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$2,000,000 per occurrence limits; \$2,000,000 aggregate of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
8. Commercial Umbrella or Excess Liability - The Provider shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Provider's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$1,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

F.12.2 PRIMARY AND NONCONTRIBUTORY INSURANCE. The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- F.12.3 DURATION. The Provider shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.
- F.12.4 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 PROVIDER'S LIABILITY UNDER THIS CONTRACT.**
- F.12.5 PROVIDER'S PROPERTY. Provider and subProviders are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.
- F.12.6 MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the contract price.
- F.12.7 NOTIFICATION. The Provider shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Provider will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- F.12.8 CERTIFICATES OF INSURANCE. The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

The Government of the District of Columbia

And mailed to the attention of:
Ricky L. Edwards
Contract Specialist
Government of the District of Columbia
Office of Contracting and Procurement
441 4th Street, N.W. Suite 700S
Washington, D.C. 20001
Phone: (202) 727-9343
Ricky.Edwards@dc.gov

The CO may request and the Provider shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Provider expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO

prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

F.12.9 DISCLOSURE OF INFORMATION. The Provider agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Provider, its agents, employees, servants or subProviders in the performance of this contract.

F.12.10 CARRIER RATINGS. All Provider's and its subProviders' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

F.13 Malpractice Insurance

F.13.1 The Provider shall have malpractice insurance or other appropriate professional liability insurance for those employees of the Provider whose decisions could impact the medical care of the District covered employees through the term of the contract. Insurance shall be for not less than \$3,000,000 for individual incidents and \$5,000,000 in annual aggregate to cover all incidents of malpractice alleged to have occurred during the term of the contract. Failure to maintain the malpractice insurance at any time during the term of the contract shall be a basis for termination of the contract for default.

F.14 Eligibility

F.14.1 Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended.

F.15 Compliance With Laws

F.15.1 As a condition of the Provider's obligation to perform for the District's under this Agreement, the Provider shall comply with all applicable District, federal and other state and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Human Care Agreement.

F.16 Background Check

F.16.1 In accordance with DC Official Code 44-551 et seq., the Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report. Provider's staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.

F.16.2 After award of a Human Care Agreement, the Provider shall certify receipt of criminal history records, as described in C.8.1, of applicable Provider staff that performs services under this Human Care Agreement to the Contract Administrator (CA). Any conviction or arrest of the Provider's employees will be reported through the (CA) to the Contracting Officer.

F.16.3 DOH/Office of Inspection and Compliance, which will determine the employee's suitability for performance under a Human Care Agreement. The criminal background check can be obtained at the Metropolitan Police Department by calling (202) 727-4245.

F.16.4 The Provider shall disclose to OCP, through the (CA), any arrests or convictions that may occur subsequent to employment. The (CA) will report any convictions or arrests of the Provider's employees to the OCP Office of Inspection and Compliance, which will determine the employee's suitability for continued performance under this Human Care Agreement.

F.16.5 The Provider shall certify receipt of medical clearance that each employee working this human care agreement is free of communicable diseases. A physician holding a valid license issued by the jurisdiction in which the employee is licensed shall sign the medical clearance. The Provider shall not employ any staff to perform work under this human care agreement unless the said employee has received a medical clearance.

F.17 Fair Criminal Record Screening:

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

(4) To employers that employ less than 11 employees.

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

F.18 Special Indemnity

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

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

F.19 Order of Precedence Clause

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

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

SECTION G: SPECIAL HUMAN CARE AGREEMENT REQUIREMENTS

G.1 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACT THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

- G.1.1** A Provider that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the “Act”), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Prime Provider shall ensure that background checks are applied to all positions per their function as listed in attachment C., Statement of Work.
- G.1.2** The Provider shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Provider shall request traffic records for all positions per their function as listed in attachment C., Statement of Work.
- G.1.3** The Provider shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.
- G.1.4** The Provider shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.
- G.1.5** The Provider shall obtain from each applicant, employee and unsupervised volunteer:
- (A) a written authorization which authorizes the District to conduct a criminal background check;
 - (B) a written confirmation stating that the Provider has informed him or her that the District is authorized to conduct a criminal background check;
 - (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;

- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Provider has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

G.1.6 The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

G.1.7 Prior to requesting a criminal background check, the Provider shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Provider is authorized and required to conduct a criminal background check;
- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.20.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

G.1.8 The Provider shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

G.1.9 Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

- G.1.10**The Provider shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- G.1.11**The Provider shall provide copies of all criminal background and traffic check reports to the CA within one business day of receipt.
- G.1.12**The Provider shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- G.1.13**The Provider may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the CA's decision after his or her assessment of the criminal background or traffic record check.
- G.1.14**The Provider may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the CA's decision after his or her assessment of the criminal background or traffic record check.
- G.1.15**The Provider shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- G.1.16** Unless otherwise specified herein, the Provider shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteers.
- G.1.17**An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the CA after his or her assessment of a criminal background or traffic record check.
- G.1.18** The CA shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The CA shall inform the CO of its decision, and the CO shall inform the Provider whether an offer may be made to each applicant.
- G.1.19** If any application is denied because the CA determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- G.1.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Provider shall not release or otherwise disclose the reports to any person, except as directed by the CO.

G.2 PREGNANT WORKERS FAIRNESS

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

G.2.2 The Provider shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Provider can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - (1) Pay;
 - (2) Accumulated seniority and retirement;
 - (3) Benefits; and
 - (4) Other applicable service credits;
- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

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

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by this chapter, within 10 days of the notification.

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

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

G.3 UNEMPLOYED ANTI-DISCRIMINATION

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

G.3.2 The Provider shall not:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

G.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

G.5 HIRING OF DISTRICT RESIDENTS AS APPRENTICES AND TRAINEES

G.5.1 For all new employment resulting from this HCA or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Provider shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:

G.5.1.1 At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.

G.5.2 The Provider shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this HCA. The DOES shall be the Provider's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

G.6 RESERVED

G.7 RESERVED

G.8 SUBCONTRACTING REQUIREMENTS

G.8.1 Mandatory Subcontracting Requirements

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

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

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

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

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

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

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

G.8.2 Subcontracting Plan

If the prime provider is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section G.8.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

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

G.8.3 Copies of Subcontracts

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

G.8.4 Subcontracting Plan Compliance Reporting

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

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

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

G.8.5 Annual Meetings

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

G.8.6 Notices

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

G.8.7 Enforcement and Penalties for Breach of Subcontracting Plan

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

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

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

Solicitation Doc371888
ATTACHMENT D
DEPARTMENT OF HUMAN SERVICES
SHORT TERM FAMILY HOUSING (STFH)

INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER

1 FORM, ORGANIZATION AND CONTENT OF THE SOQ

- 1.1** This RFQ will be conducted electronically using the District’s Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telegraphic, and facsimile proposals will not be accepted.
- 1.2** All attachments shall be submitted as a pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered. Please note that each attachment is limited to a maximum size of 25 MB.
- 1.3** To facilitate the District’s review of the Provider’s SOQ, Providers are directed to the specific qualification criteria in Sections 1.4 of this document. The Provider shall respond to the SOQ in a way that will allow the District to evaluate the offeror’s response. The offeror shall submit information in a clear, concise, factual and logical manner providing a narrative of comprehensive description of program services and delivery thereof. The use of illustrations such as diagrams, process flows, and charts in the Provider’s SOQ is encouraged to the extent that the Provider deems that the illustrations help in substantiating the Provider’s qualifications. The submission must fully address the information requested.

The titles of responses shall include the following:

- Company’s name
- Letter, Title and number of the sections being addressed.
- DOC371888

- 1.3.1** The **Provider shall check (☑) the box** in the table below that indicates the STFH site/s for which it is proposing to provide services pursuant to an HCA under this RFQ. Providers shall select **one or more** STFH sites.

Table 1

Site Number	Ward	Site	Unit Count	Max. Capacity	Anticipated Delivery Date	Selected STFH Site(s)
1	4	5505 Fifth Street NW	45	130	October 2018	
2	7	5004 D Street SE	35	121	October 2018	
3	8	4233 6 th Street SE	50	208	October 2018	
4	8	4300 12 th St. SE	26	80	November 2018	
5	5	1700 Rhode Island Ave NE	46	138	May 2019	
6	6	850 Delaware Avenue SW	50	204	May 2019	
7	3	3320 Idaho Island NW	50	203	May 2019	

1.4 Qualification Criteria

1.4.1 The Contracting Officer shall certify the financial and professional responsibility of each Provider for the STFH sites selected in **Table 1** based on the following criteria:

(a) Project Understanding:

- i. The Provider shall provide a detailed narrative overview of its understanding of the objectives of this solicitation. The Provider’s narrative should be designed to persuade the District that the Provider’s project understanding, proposed technical plan, approach and experience qualify the Provider to fulfill the tasks, functions, and deliverables under Attachment C.

(b) Organization History, Specialized Experience, and Connection to Community

- i. The Provider shall provide an overview of its organization: type of business, mission and goals, principal programs, organizational structure, organizational chart, key operations and departments, brief history, annual budget, number of staff (both full-time and part-time), ownership structure (where applicable), brief biographies of members of its senior management team, board of directors and business owners.
- ii. The Provider shall provide specific information to substantiate its expertise and capabilities to provide the services for families experiencing homelessness described in Attachment C of the solicitation, including a detailed description of experience performing services similar to those required under this solicitation (including shelter operations), knowledge of population to be served, and application of best practices for the delivery of services to families experiencing homelessness.
- iii. For each STFH site selected, the Provider shall describe its connection to the neighborhood in which the STFH site/s selected in Table 1 of this document is/are located. The Provider shall include a description of its history providing services in the selected neighborhood/s, involvement with the neighborhood, and strategic partnerships with other providers serving the selected neighborhood/s.

(c) Staff Qualifications and Training

- i. Provider shall provide a detailed staffing plan describing how each staff position described in Attachment C, Section C.5.1.2 of the RFQ shall be filled, and shall provide the names, resumes, and reporting relationships of the key personnel the Provider will use to perform the work under the HCA. The staffing plan shall indicate the percentage of time each individual will work on this HCA project, and include a narrative with a description of how the Provider will recruit and maintain adequate staffing levels.
- ii. The Provider shall describe the process it intends to implement to monitor and evaluate the performance of its staff, and any incentive structure it intends to implement to drive performance and retain high performers.

- iii. The Provider shall provide a narrative description detailing the Provider's proposed plan to fulfill the training requirements as described in Attachment C, Section C.5.1. The narrative description, shall, at minimum, include a plan to meet all requirements in Attachment C, Section C.5.1.3 and outlined deliverables in Section F.

(d) Financial Capability, including Financial Statements

- i. The Provider shall provide a detailed and comprehensive description of the financial, infrastructure and personnel resources that the Provider already has or can be readily accessed by the Provider in order to provide services at the STFH site/s selected in Table 1 of this document. The Provider shall demonstrate evidence of its financial strength and infrastructure relative to the size and scope of the STFH site/s for which it seeks to provide services.
- ii. The Provider shall provide financial statements (including without limitation cash flow statement, income statement, and balance sheet), audited prepared in accordance with generally accepted accounting principles for each of the immediately preceding two (2) years, or the duration of the applicant's existence, whichever is shorter.

(e) Reporting and Quality Assurance

- i. The Provider shall provide a narrative of how it is going to establish and maintain a reporting system as specified in Attachment C, Section C.5.1. The narrative description shall, at minimum, include a plan to meet all requirements in Attachment C, Section C.5.1.4, C.5.1.5 and outlined deliverables in Section F, including all HMIS, monthly and annual reporting requirements.
- ii. Provider shall describe the specific processes, procedures, and metrics it will use to ensure the provision of high-quality services to clients under this HCA.

(f) Match, Leverage, and Partnerships

- i. The Provider shall provide a narrative describing its proposed plan to collaborate and leverage resources (including donated supplies, equipment and services) with partners, including providers within and outside of the homeless services Continuum of Care, to supplement funding provided through this solicitation. The Provider shall describe existing and planned strategic partnerships, and – if applicable, how these partnerships will be expanded to better serve clients under this solicitation. The Provider shall demonstrate these collaborations through formal mechanisms such as letters of commitment, signed agreements, MOUs, or donations. The narrative description shall, at minimum, include a plan to meet all requirements in Attachment C, Section C.5.2.4 and outlined deliverables in Section F.

(g) Service Delivery Approach and Program Design

- i. The Provider shall describe in detail its service delivery model, the programming it will implement, and how it will meet the goal of supporting families to transition to housing within 90 days or less. The Provider shall demonstrate the specific techniques it has used/will use to

promote rapid exits from emergency shelter and stabilizing the family to be successful in permanent housing.

- ii. The Provider shall demonstrate how its service delivery approach will meet the requirements specified in Attachment C, Section C.5.5. The Provider shall specify how it will incorporate harm reduction policies, Housing First principles, and a trauma-informed whole family approach into its program design and operations, how it will utilize teaming, and build in resiliency into its model to support families working through trauma. The Provider shall also describe how it will utilize a strength-based approach to empower clients to set and achieve housing goals.
- iii. The Provider shall provide a narrative with information about the proposed plan to collaborate or partner with other agencies, organizations or community-based providers to ensure households have access to supportive services onsite and in the community, with descriptions of the services to be offered to families and organizations/providers that will deliver these services. The Provider shall demonstrate overall how it shall fulfill the requirements as described in Attachment C, Section C.5.6 and outlined deliverables in Section F.

(h) Facilities Operations and Management

- i. The Provider shall demonstrate overall how it shall fulfill the day-to-day facility operations and management requirements described in Attachment C, Section C.5, and outlined deliverables in Section F, including janitorial, security, monitoring, and food services.

(i) Capacity to Accomplish the Work in the Required Time (ramp up)

- i. The Provider shall demonstrate an ability to be ready to begin service delivery upon date of award and within time frames set forth for site delivery in Table 1 for each of the selected STFH sites. This includes all elements in Attachment C, Section C.5, including hiring and training staff, and soliciting any subProviders necessary to carry out the services.

(j) Past Performance

- ii. The Provider shall list all similar contracts that the Provider has entered into over the past five years. Similar contracts include those where the scope of services the Provider provided are substantially the same as the requirements described in Attachment C, Section C.5 and/or the population served is comparable to families experiencing homelessness. Contracts listed shall include those entered into with the Government of the District of Columbia, the Federal Government, agencies of state and local governments and private contracts.
- iii. For each of the listed similar contracts, the Provider shall provide the following information:
 - Name of contracting entity (Provider's client)
 - Name and contact information of personnel at contracting entity who is vested with the authority to be a reference for the Provider
 - Period of performance
 - Role the Provider played (e.g. prime Provider, subProvider, key personnel worked on contract etc.)

- A detailed description of the challenges or need the Provider helped address
- A detailed description of the scope of services provided
- A detailed description of the results delivered
- Quantifiable outcomes (e.g. number of client's exited to permanent housing, average length of stay, etc.)
- Whether or not it has any unresolved monitoring or compliance findings issued by the contracting entity. If so, the Provider shall provide a detailed explanation.
- State whether or not, within the past 12-months, it has been placed on a corrective action plan by any contracting entity or been issued findings for noncompliance. If so, the applicant must provide detailed explanation.
- The District, utilizing the Past Performance Evaluation Form, will solicit a past performance evaluation from the personnel vested with the authority to be a reference for each of the similar contracts listed by the Provider.

(k) Neighborhood Interaction and Engagement

- i. The Provider shall describe how services will be delivered in a manner that achieves safe and harmonious integration with the neighborhood in which the selected STFH site/s is/are located, and how the Provider will partner with community stakeholders to address any neighborhood concerns.

(l) Certification of Compliance with all Applicable Tax and Filing Requirements

- ii. A Clean Hands certification showing compliance with all applicable tax and filing requirements
- iii. License to operate the facility and District of Columbia Business License

(m) Statement Attesting to Compliance with Wage, Hour, Workplace Safety and Other Standards of Labor Law

1. See The Living Wage Act of 2006. Available at: <https://ocp.dc.gov/>, click "OCP Solicitations"; "Required Solicitation Documents";
2. U.S. Department of Labor Wage Determination. Available at: <https://www.wdol.gov>

(n) Statement Attesting to Compliance with Federal and District Equal Employment Opportunity Law

1. Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85 available at www.ocp.dc.gov click on "OCP Solicitations"; "Required Solicitation Documents"

(o) Information about Pending Lawsuits or Investigations, and Judgments, Indictments, or Convictions Against the Provider or its Proprietors, Partners, Directors, Officers, or Managers

1. Bidder/Offeror Certification per Section H.1.7 of the RFQ

2 SOQ SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF SOQs AND LATE SOQs

2.1 SOQ Submission

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

2.1.2 Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

2.1.3 Electronic submittals other than via the District's E-Sourcing System will not be considered for award.

2.1.4 It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachments uploaded into the District's E-Sourcing system before the closing time. (YOU MAY USE MICROSOFT INTERNET EXPLORER VERSIONS 7, 8 OR 9 TO UPLOAD THE ATTACHMENTS).

2.2 Withdrawal or Modification of SOQs

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

2.3 Late SOQs

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

3 QUESTIONS ABOUT THE RFQ

If an Provider has any questions relating to this RFQ, the Provider shall submit the question(s) electronically via the District's E-Sourcing System. The Provider shall submit questions no later than 4:00 P.M. EST on April 12, 2018. The District will furnish responses via the District's E-Sourcing System's messaging process. An amendment to the RFQ will be issued if the CO decides that information is necessary in submitting SOQs, or if the lack of it would be prejudicial to any Provider. Oral explanations or instructions given by any District employee, or official before the award of the HCA will not be binding.

4 RESTRICTION ON DISCLOSURE AND USE OF DATA

4.1 Provider who include in their SOQ 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 Statement of Qualifications 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, an HCA is awarded to this Provider 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 Statement of Qualifications 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)."

4.2 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 Statement of Qualifications."

5 PROTESTS REGARDING RFQ OR HCA AWARD PROCEDURES

Any Provider, who is aggrieved in connection with the RFQ or award of an HCA, must file with the D.C. Contract Appeals Board (Board) a protest no later than ten business days after the basis of protest is known or should have been known, whichever is earlier. A protest based on alleged improprieties in an RFQ which are apparent at the time set for receipt of initial SOQs shall be filed with the Board prior to the time set for receipt of initial SOQs. In procurements in which SOQs are requested, alleged improprieties which do not exist in the initial RFQ, but which are subsequently incorporated into the RFQ, 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, 717 14th Street, N.W., Suite 430, Washington, D.C. 20004. The aggrieved person shall also mail a copy of the protest to the CO for the RFQ.

6 SIGNING OF SOQs

The Provider shall sign the SOQ and print or type its name on the RFQ and Award form of this RFQ. Each SOQ must show a full business address and telephone number of the Provider and be signed by the person or persons legally authorized to sign contracts. Erasures or other changes must be initialed by the person signing the SOQ. SOQs signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the CO.

7 UNNECESSARILY ELABORATE SOQs

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

8 RETENTION OF SOQs

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

9 SOQ COSTS

The District is not liable for any costs incurred by the Provider in submitting an SOQ in response to this RFQ.

10 ACKNOWLEDGMENT OF AMENDMENTS

The Provider shall acknowledge receipt of any amendment to this RFQ (a) by signing and including the amendment in its document or by identifying the amendment number and date in the space provided for this purpose on the RFQ and Award form. The District must receive the acknowledgment by the date and time specified for receipt of SOQs. A Provider's failure to acknowledge an amendment may result in rejection of its SOQ.

11 FAMILIARIZATION WITH CONDITIONS

Providers shall thoroughly familiarize themselves with the terms and conditions of this RFQ, acquainting themselves with all available information regarding difficulties which may be encountered and the conditions under which the work is to be accomplished. Providers 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.

12 PRE-QUALIFICATION CONFERENCE

To provide ample opportunity for Provider to ask questions regarding this RFQ, a pre-qualification conference will be held at 1:00p.m. to 2:00p.m. on April 10, 2018 at the Department of Human Services, located at 64 New York, Avenue NE, Washington, DC 20002.

The purpose of the conference is to provide a structured and formal opportunity for the District to accept questions from Provider on the RFQ document as well as to clarify the contents of the RFQ. Attending Provider must complete the pre-qualification conference Attendance Roster at the conference so that their attendance can be properly recorded.

Impromptu questions will be permitted and spontaneous answers will be provided at the District's discretion. Verbal answers given at the pre-qualification conference are only intended for general discussion and do not represent the District's final position. All oral questions should be submitted as soon as possible via the District's E-Sourcing messaging system following the close of the pre-qualification conference but no later than five working days after the pre-qualification conference in order to generate an official answer. Official answers will be provided via the District's E-Sourcing messaging system.

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

**Solicitation Doc371888
ATTACHMENT E
DEPARTMENT OF HUMAN SERVICES
SHORT TERM FAMILY HOUSING (STFH)**

QUALIFICATION DETERMINATION PROCESS

1 QUALIFICATION DETERMINATION

- 1.1 Human care agreements under this RFQ may be awarded to those Providers that the District determines to be qualified.
- 1.2 The District shall establish a Evaluation Panel (hereinafter, referred to as “Panel”) that will review the SOQs submitted by Provider’s in accordance with the information requested per Section 2.4.- Qualification Criteria in the *INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document*
- 1.3 The Panel shall be composed of program personnel, individuals within partnering District Government agencies who possess considerable knowledge of the services requested in this RFQ to make an assessment of the ISP’s qualifications to meet the requirements set out in Attachment C, Section C.5 of the RFQ.
- 1.4 The Panel shall make its determination of whether the Provider is qualified or not qualified to deliver **Short-Term Family Housing (STFH) Services**. The Panel’s qualification determination shall be based on the Qualification criteria set forth in Attachment D, Section 2.4 of the *INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER* document, the information provided by the Provider in its SOQ, the Panel’s verification of the Provider’s response, and the results of the reference check described in Attachment D, *INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER* Section 2.4.1.f.2.
- 1.5 The following table shall be used to summarize the Panel’s findings and recommendations:

Table 1.5.1: Determination of Provider’s qualification

DETERMINATION OF Provider’s QUALIFICATION				
Provider Name:		<i>[Insert name]</i>		
		Check (☑) One Box		Comments
		Qualified	Not Qualified	
	Project Understanding, as outlined in Attachment D, Section 2.4.1.a of the <i>INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER</i> document	<input type="checkbox"/>	<input type="checkbox"/>	
	Organization history and experience as outlined in Attachment D, Section 2.4.1.b of the <i>INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER</i> document	<input type="checkbox"/>	<input type="checkbox"/>	
	Staff Qualifications and Training as outlined in Attachment D, Section 2.4.1.c of the <i>INSTRUCTIONS, CRITERIA,</i>	<input type="checkbox"/>	<input type="checkbox"/>	

CONDITIONS AND NOTICES TO PROVIDER document			
Information attesting to financial capability, including financial statements as outlined in Attachment D, Section 2.4.1.d of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
Capacity to accomplish the work in the required time as outlined in Attachment D, Section 2.4.1.e of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
A narrative describing in detail Service Delivery Approach and Program Design as outlined in Attachment D, Section 2.4.1.g of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
Facilities Operations and Management as outlined in Attachment D, Section 2.4.1.h of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
Capacity to Accomplish the Work in the Required Time (ramp up) as outlined in Attachment D, Section 2.4.1.i of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
Past Performance as outlined in Attachment D, Section 2.4.1.j of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
Neighborhood Interaction and Engagement as outlined in Attachment D, Section 2.4.1.k of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
A certification of compliance with all applicable tax and filing requirements as outlined in Attachment D, Section 2.4.1.l of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	<input type="checkbox"/>	<input type="checkbox"/>	
A statement attesting to compliance with wage, hour, workplace safety and other	<input type="checkbox"/>	<input type="checkbox"/>	

	standards of labor law as outlined in Attachment D, Section 2.4.1.m of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document			
	A statement attesting to compliance with federal and District equal employment opportunity law as outlined in Attachment D, Section 2.4.1.n of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	□	□	
	Information about pending lawsuits or investigations, and judgments, indictments, or convictions against the service provider or its proprietors, partners, directors, officers, or managers as outlined in Attachment D, Section 2.4.1.o of the INSTRUCTIONS, CRITERIA, CONDITIONS AND NOTICES TO PROVIDER document	□	□	

- 1.6** The Provider must be determined qualified for all Qualification criteria outlined in Table 1.5.1 above in order to be determined qualified to provide **STFH Services**.
- 1.7** Upon conclusion of its review, the Panel shall submit its findings and recommendations to the CO.
- 1.8** The CO shall make a final determination of whether an ISP is qualified or not qualified to provide the requested services based on the CO's independent assessment of each Providers SOQ and the Panel's findings and recommendations.

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