

STATEMENT OF WORK (SOW) & INSTRUCTIONS
FOR
CHILD GUIDANCE CLINIC CLINICAL PSYCHOLOGIST
SERVICES TO COURT SOCIAL SERVICES DIVISION (CSSD)

Services To Be Performed By: Two (2) Eligible Contractors

SECTION A:

A.1 INTRODUCTION:

This Statement of Work (SOW) is issued by the District of Columbia Superior Court, Family Court Social Services Division - CSSD. The CSSD Child Guidance Clinic (CGC) has identified a need for two (2) qualified Clinical Psychologists with forensic experience to administer a series of standard psychological and educational tests to determine intellectual, educational and personality functioning, to screen for signs of neuropsychological impairment and to diagnose, using the current edition of the Diagnostic and Statistical Manual of Mental Disorders (DSM), for a population of pre- and post-adjudicated individuals, ranging in age from ten (10) to twenty-one (21) years old. The successful applicant will use computer technology for scoring test instruments and production of final report product. The candidate should be able to analyze, interpret, synthesize, and integrate test results into clinically sound, cohesive, practical and functional written evaluation appropriate to a forensic setting. The successful candidate should be prepared to provide clinical expert testimony for Court officials in matters related to evaluations and clinical procedures and findings. The successful candidate will also serve as a clinical supervisor for graduate level psychology trainees and interns including, but not limited to, psychological evaluations, individual and group psychotherapy, case consultation and case conference. The position also includes participating in case conferences and consultation with Court officials such as judges, probation officers, social workers, case managers or affiliates with regard to psychological issues related to adjudication and/or disposition. Additionally, the position requires at least one tour of duty per week in a CSSD Balanced and Restorative Justice Center to provide consultation and support of the youth's social-emotional well-being, to provide onsite supervision and support to the psychology trainees and to address psychiatric crisis that may arise. The successful candidate should expect to perform other Clinic or Division duties such as interagency assignments, as assigned by the Chief Psychologist. The anticipated commencement date for the required service is on or about July 31st, 2023. Selected Contractors will be required to provide a minimum of twenty (20) to forty (40) hours of service delivery per week under the contract.

A.2 BACKGROUND:

The Superior Court of the District of Columbia, Court Social Services Division (CSSD) serves as the pre- and post-disposition juvenile probation agency for the CSSD is responsible for serving and supervising all juveniles remaining under the jurisdiction of the Family Court, frequently referred to as the "front end" of the City's juvenile justice

system. Those juveniles include: 1.) All newly arrested youth entering the Court system in juvenile delinquency cases; 2.) Persons in Need of Supervision - PINS cases (e.g., youth referred for truancy and/or youth referred for habitual running away); and 3.) Juveniles court-ordered to post-disposition probation case management, services coordination, and/or supervision/monitoring. The mission of CSSD is to assist in the rehabilitation of youth through the provision of comprehensive intervention services, probation supervision and investigative/clinical reports to enhancing public safety and prevent recidivism and protect the community. CSSD is responsible for all youth involved in DC's juvenile justice system who are not committed to the Department of Youth Rehabilitation Services (DYRS); that is those who are awaiting trial and those on probation.

The Court Social Services Division focuses on the strengths, challenges and identified needs of each individual youth within the context of the family. To ensure public safety and address the developmental needs of District youth under probation supervision, the CSSD enhances its therapeutic services delivery, supervision, and interventions with objectively based and culturally grounded reports that inform interventions. To achieve these objectives, CSSD's Child Guidance Clinic must respond to court-ordered requests for various types of comprehensive psychological reports to identify the self-reported and unacknowledged mental and behavioral health needs of referred youth. The CSSD CGC assesses and evaluates youth by appointment and in some cases on an emergency basis. The reports generated will provide recommendations for rehabilitation of the youth and in the safety and welfare of the community. The responsibilities of the CSSD CGC Clinical Psychologist include:

1. Conducting face-to-face interviews with youth, family and identified individuals active in the maturation of the youth; evaluates youth's mental health and risk to public safety, and develops associated psychological reports for the judiciary.
2. Supervising doctoral level graduate students and interns in psychological treatment and evaluation.
3. Exhibiting the knowledge and the utilization of community or other identified resources in the assistance of solving youth mental health challenges.
4. Maintaining files, records, and case related documents in a well-organized manner.
5. Preparing accurate and proficient reports and makes oral and written presentations of facts, which impact the judicial decision-making process as well as the rehabilitation of the youth and his/her family.
6. Performing other duties (community activities for youth and families, educational/recreational trips, etc.) as assigned, consistent with established Division and Branch performance standards.

7. Provides limited psychological services (e.g., crisis response) at the Balance and Restorative Justice Centers.
8. In the absence of the supervisor, may be required to assume temporary supervision of the unit, and serve as team leader for special initiatives and committees.

SECTION B:

B.1 PERIOD OF PERFORMANCE:

The term of the contract shall be for one year from the date of contract award. The date of contract award shall be the date the Contracting Officer signs the contract document. The anticipated commencement date for the required service is on or about July 31, 2023. The actual start date shall be the contract award date.

B.1.1 OPTION PERIOD:

The Courts may extend the term of this contract for two, one (1) year periods, or a fraction, or multiple fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the Courts shall give the Contractor a preliminary written notice of its intent to extend at least 10 days before the contract expires. **If the Courts exercise its option to extend the contract, Contractor shall be compensated at the same rate specified in the contract.** The preliminary notice does not commit the Courts to an extension. The Contractor may waive the 10-day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract. If the Courts exercise this option, the extended contract shall be considered to include this option provision. The exercise of any option under this contract is contingent upon the appropriation of funds for the respective option period. However, the availability of funds does not obligate the Courts to exercise this option year. The total duration of this contract including the exercise of any options under this clause, shall not exceed two (2) years.

B.2 MINIMUM QUALIFICATIONS AND EXPERIENCE:

A doctoral degree in Clinical or Counseling Psychology from an accredited college or university, successfully completion of an internship accredited by the American Psychological Association (APA) and license-eligible to practice psychology in the District of Columbia with at least one (1) year post-doctoral experience where the candidate had to apply established scientific methods and principles. **CANDIDATES MUST BE ELIGIBLE FOR LICENSE TO PRACTICE PSYCHOLOGY IN THE DISTRICT OF COLUMBIA IN ACCORDANCE WITH TITLE 17 (DC MUNICIPAL REGULATIONS FOR PSYCHOLOGY) AND § 504(o) of the Act, D.C. Official Code § 3-1205.04(o). DOCUMENTATION/PROOF OF LICENSURE TO PRACTICE, INCLUDING SUPERVISED PRACTICE, AND EDUCATION**

(COLLEGE TRANSCRIPT AND DEGREE) MUST BE INCLUDED WITH APPLICATION (RESUME). SEE ALSO, SECTION D, PARAGRAPH D.3.

B.3 SALARY/RATE:

COMPENSATION/RATE SHALL BE BASED ON THE FOLLOWING:

All successful applicants are required to have a PhD or PsyD in school, clinical or counseling psychology and have completed an APA accredited internship in psychology. Successful applicants must also be at a minimum, license-eligible to practice psychology in the District of Columbia at the time of hire.

Junior level clinicians who have received their doctoral degrees within the last five years and have substantial experience in clinical and applied settings (e.g., schools, hospitals, etc.) with adolescents.

Compensation: \$117,415/yr. or 56.44/hr.

Within 10 years of receiving their doctoral degree. This candidate will have substantial experience in a forensic setting working with adolescents conducting forensic evaluations, engaging in evidence-based treatments, and training doctoral students.

Compensation: \$128,616/yr. or \$61.83/hr.

Senior level psychologist with at least 10 years of postdoctoral experience and several years of experience in a forensic setting. This psychologist should have substantial experience conducting forensic assessments, engaging in evidence-based treatment, training doctoral level clinicians, and testifying in court.

Compensation: \$136,083/yr. or \$65.42/hr.

SECTION C:

C.1 EACH CONTRACTOR SHALL PROVIDE AND PARTICIPATE IN THE SERVICES AND DELIVERABLE(S) AS FOLLOWS:

C.1.1 Orientation to Superior Court, CSSD and Child Guidance Clinic

The Contractor shall participate in orientation to the DC Courts as provided by the Human Resource Division. Furthermore, the Contractor shall participate in orientation training as provided by the Court Social Services Division, which may include any one or more of the following: CSSD orientation and CGC orientation. These trainings will familiarize the Contractor with policies and procedures, business as well as clinical practices within the CSSD, Court and the Child Guidance Clinic.

C.1.2 Orientation to Child Guidance Clinic - CGC

As provided by the Child Guidance Clinic - CGC (Acting Chief Psychologist, Katara Watkins-Laws, PhD). The Contractor shall participate in orientations to the clinical and forensic functions of the Clinic, organizational responsibilities, and points of authority. Specific protocols and procedures for the CGC's operations as outlined in the most recent version of the CSSD Standard Operating Manual (SOP) will be reviewed. The Contractor shall develop an understanding of how the role of Clinical Psychologists connects to the purpose and ongoing mission of the CSSD.

C.1.3 Orientation of the CSSD Balanced and Restorative Justice (BARJ) Philosophy and Programming

Senior Management of the CSSD will take the lead responsibility for providing training regarding the mission and daily functions of the BARJ drop-in centers, following the responsibilities outlined in the CSSD Standard Operating Manual (SOP).

C.1.4 Orientation on Current Screening Tools and Procedures for court-involved youth

C.1.5 Orientation to Commercial Sexual Exploitation of Children (CSEC) Protocol.

C.1.6 Provision of Evaluation Services

On an agreed upon and designated work schedule, the Contractor shall administer available evaluation tools to court-ordered juveniles. Likewise, the Contractor will supervise externs and/or interns as assigned by the Acting Chief Psychologist or designee. The Contractor shall implement pre-arranged emergency contact and/or on-the-spot intervention (FD-12) for youth in imminent danger of suicide, homicide, or other life or additional threatening mental/behavioral health circumstances in consultation with Acting Chief Psychologist or designee.

C.1.7 Written Reports

Upon completion of each individually administered evaluation, the Contractor shall computer score, obtain the results and begin the comprehensive written report. The format that is required for reports will be provided by the CGC. Reports may be subject to review and adjustment by the Acting Chief Psychologist or designee.

C.1.8 Supervision of Trainees

In accordance with the CGC's mission and accreditation by the American Psychological Association (APA), the Contractor will be required to provide individual and/or group supervision to assigned trainees. The amount of supervision shall be guided by the individual need of the trainee and the guidelines of APA and the CGC. The Contractor shall keep notes and documentation of supervision for each trainee. The Contractor shall also report at CGC Training meetings on the progress of each individual trainee

providing strengths, weaknesses, areas for improvement or remediation and general integration with the CGC, the CSSD and the Court.

C.1.9 Case Conferences/Seminars

Case conference and seminar attendance and supervision input is required of the Contractor. There are generally two standing conferences that occur on Mondays from 3:00 pm to 5:00 pm and Thursdays from 3:00 pm to 4:30 pm. The location is typically in the main conference room of Moultrie Courthouse, Suite 1110 or as announced. There may be other seminars or meeting as announced by the Acting Chief Psychologist that will require attendance and/or participation. It is the Contractor's responsibility to bring forth any system or individual challenges, impediments, or dilemmas that impact effective execution of the scope of work. In all cases, the Acting Chief Psychologist should be notified of such factors or circumstances.

C.2 INSTRUCTIONAL SCHEDULE:

- C.2.1 Five (5) days after Contract award, the Applicant/Contractor will meet with the Contracting Officer Technical Representative (COTR) to establish the work schedule that shall remain throughout the contract year. There will be at least one late evening (up to 2 hours after 6 pm) per week. Flexible schedules are permitted with the approval of the Acting Chief Psychologist according to the needs of the CGC and the Division.
- C.2.2 The administration of evaluations shall be conducted at the following locations: the Child Guidance Clinic, Moultrie Courthouse, Suite 1110- 500 Indiana Avenue, NW, Washington, DC 20001; the Youth Services Center - YSC (Juvenile Secure Detention Center) located at 1000 Mount Olivet Rd., NE., Washington 20002; or any other CSSD operated site within the District of Columbia. Once established, any modifications/adjustments to the Contractor's work schedule must be approved by the COTR or Acting Chief Psychologist.

C.3 SCHEDULING OF CONTRACTUAL HOURS

- C.3.1 All Contractual work hours shall be coordinated to ensure youth referred to the CSSD's CGC for various psychological evaluations, supervision, case conferences and seminars are completed during CSSD's hours of operations at all locations.

C.4 DELIVERABLES:

All Deliverables shall be in a form and manner acceptable to the Courts. The Contractor shall provide to the **Contracting Officer's Technical Representative (COTR)** the deliverables specified below within the designated time frames:

- C.4.1 The Contractor shall submit a weekly report detailing the number of evaluations, supervision sessions and case conferences/seminars conducted/attended via email to the Acting Chief Psychologist and COTR via email or as directed by the Acting Chief Psychologist. The report shall include the following information on each participant:
- a. Date of Contact
 - b. Type of Contact
 - c. Site of Contact
 - d. Initials of youth evaluated (or case supervised)
 - e. Number of supervision sessions of trainees
 - f. Type and number of case conferences/seminars attended/participated

SECTION D – CONTRACT ADMINISTRATION DATA

D.1 PAYMENT AND INVOICES

- D.1.1 The Contractor shall be compensated at the established hourly rate. The Contractor shall submit an invoice for payment on a bi-weekly basis. The Courts will make invoice payments under the terms and conditions specified in the contract. Payments shall be considered as being made on the day a check is dated or the date of an electronic funds transfer.
- D.1.2 The contractor shall be compensated as set forth below. Effective June 8, 2018 all invoices and payment request shall be submitted electronically through the U.S. Department of the Treasury's **Invoice Processing Platform (IPP)** System using the "Bill to Agency" of Interior Business Center-FMD. The IPP website address is <https://www.ipp.gov>. In addition, **it is the vendors' (contractors') responsibility to be System for Awards Management (SAM) registered and in IPP. The vendors (contractors) must be SAM registered in order to register in IPP. The SAM website address is <https://www.sam.gov>.**
- D.1.3 In order to receive payment, the Contractor must use the IPP website to register, access, and use IPP for submitting all invoice requests for payment(s). Assistance with

enrollment can be obtained by contacting the IPP Production Helpdesk via email at IPPCustomerSupport@discal.treasury.gov or by phone (866) 973-3131.

D.1.4 Payment request means any request for contract financing payment or invoice payment by the Contractor. To constitute a proper invoice, at a minimum, the Contractors' electronic invoice shall include the following information:

- a. Name and address of the Contractor,
- b. The purchase order number,
- c. Invoice date,
- d. Invoice number,
- e. Name of the Contracting Officer Technical Representative (COTR),
- f. COTR email address, and
- g. Description, quality, unit of measure, and extended price of the services or supplies actually rendered.

D.1.5 Once the electronic invoice has been submitted through IPP, no later than 2 business days from the electronic submission, the Contractor must email and/or mail to the COTR a copy of the electronic invoice along with all the required supporting documentation as stated in the contract.

D.1.6 The Contracting Officer's Technical Representative (COTR) shall review each electronic invoice for certification of receipt of satisfactory services prior to authorization of payment.

D.1.7 Final Invoice

D.1.7.1 The Contractor shall submit final electronic invoice (s) within thirty (30) days after the expiration of this contract. On a final invoice where the payment amount is subject to contract settlement actions, acceptance shall be deemed to have occurred on the effective date of the contract settlement.

D.1.7.2 The Contractor must contact the COTR in order to obtain a D.C. Courts Release of Claims form. Upon receipt of the form, the Contractor must complete and submitted the Release of Claims form as well as provide a copy of the final electronic invoice to the COTR.

D.1.8 Tax Exempt

D.1.8.1 The Courts is exempt from taxation pursuant to D.C. Code 47-2005(1).

D.1.9 Prompt Payment Act

D.1.9.1 The Courts will pay interest (late charge) on each electronically receipted and approved invoice pursuant to the Prompt Payment Act, 31 U.S.C. 3901 et seq.

D.1.10 Audits

- D.1.10.1 At any time or times before final payment and three (3) years thereafter, the Contracting Officer may have the Contractor's invoices or vouchers and statements of costs audited. Any payment may be reduced by amounts found by the Contracting Officer not to constitute allowable costs as adjusted for prior overpayment or underpayment. In the event that all payments have been made to the Contractor by the Courts and a discrepancy of overpayment is found, the Courts shall be reimbursed for said overpayment within thirty (30) days after written notification.

D.2 CONTRACTING OFFICER (CO) AND CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE (COTR):

- D.2.1 Contracts will be entered into and signed on behalf of the Courts only by contracting officer. The District of Columbia Superior Court Contracting Officer who has the appropriate contracting authority is the only Courts official authorized to contractually bind the Courts through signing contract documents. The name, address and telephone number of the Contracting Officer is:

Darlene D. Reynolds
Contracting Officer
District of Columbia Courts
700 6th Street, N.W., 12th floor
Washington, D.C. 20001
darlene.reynolds@dccsystem.gov

D.2.2 Authorized Changes by the Contracting Officer:

The Contracting Officer is the only person authorized to approve changes in any of the requirements of this contract.

D.2.3 Contracting Officer's Technical Representative (COTR):

- A. The COTR is responsible for general administration of the contract and advising the Contracting Officer as to the Contractor's compliance or noncompliance with the contract. In addition, the COTR is responsible for the day-to-day monitoring and supervision of the contract, of ensuring that the work conforms to the requirements of this contract and such other responsibilities and authorities as may be specified in the contract. The COTR or her Designee is authorized to place orders under this contract. The COTR for this contract is:

Camille Tucker, JD, Deputy Director
500 Indiana Avenue, Suite JM-600
Washington, DC 20001

202.508.1822

Email: camille.tucker@dcsc.gov

- B. The COTR shall not have authority to make any changes in the specifications or scope of work or terms and conditions of the contract.
- C. The Contractor may be held fully responsible for any changes not authorized in advance, in writing, by the Contracting Officer; 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 Court, to take all corrective action necessitated by reason of the unauthorized changes.

SECTION E - SPECIAL CONTRACTS REQUIREMENTS

E.1 CONTRACTOR'S CLEARANCE AND BACKGROUND REQUIREMENTS - CRIMINAL BACKGROUND CHECKS

- E.1.1 The District of Columbia Courts (Courts) shall require name-based FBI fingerprint and Child Protection Registry clearance criminal background checks by means of fingerprints and National Criminal Information Center checks and procedures through the D.C. Metropolitan Police Department (MPD) and the Child Protection Registries of Washington, D.C. (DC), Maryland (MD) and/or Virginia (VA).
- E.1.2 Within five (5) days of request by the Contracting Officer the Applicant/ Contractor shall submit a completed District of Columbia Courts Security Clearance Form with information for each employee, consultant, trainee, volunteer and other personnel of the Contractor providing services including but not limited to those having direct contact with children (under the age of 18) or with individuals with intellectual disabilities, or providing services for the Criminal Division so a criminal background check may be conducted.
- E.1.3 Within five (5) days of request by the Contracting Officer the Applicant/ Contractor shall submit a completed and notarized Child Protective Registry forms for DC, MD and/or VA. The Contracting Officer shall obtain clearance, through the Child and Family Services Agency (CFSA) Child Protective Register (CPR), for all Contractor personnel providing services with direct contact with children (under the age of 18) and with individuals with intellectual disabilities, to include salaried personnel, consultants, trainees, volunteers and all other personnel.
- E.1.4 The Contractor shall inform the Contracting Officer in writing, of any changes in staff, to include the full legal names of new or substituted key personnel under this contract. The Contractor shall inform the Contracting Officer of any changes prior to services being provided by replacement personnel. All key personnel changes are subject to the prior approval of the Contracting Officer.

- E.1.5 The Courts shall require a Child Protective Register check on an annual basis, and a MPD criminal background check every two (2) years for personnel listed in Sections E.1.2 and E.1.3 above.
- E.1.6 The Applicant shall submit traffic record checks, with their proposal, on any personnel who would be required to drive motor vehicles to transport children or individuals with intellectual disabilities in the course of performing services under this contract. A pattern of disregard for traffic regulations, particularly where there has been a conviction for driving under the influence of intoxicants or drugs, may be cause for rejection.
- E.1.7 The Courts reserves the right to reject any current or proposed person providing services under this contract based on the outcome of the criminal background, CPR or traffic record checks, if applicable. No person who has been convicted of, pleaded nolo contendere, been found not guilty by reason of insanity, or is on probation before judgment or placement of a case upon a stet docket, for any of the offenses listed in sections (E.1.9)(1), (5), (7) or (8) of this Article, shall be permitted to provide services with direct contact with children or individuals with intellectual disabilities.
- E.1.8 **The Applicant shall submit, with its offer, a signed District of Columbia Courts Criminal Background Check Affirmation Form** (Attachment H.1) for each person whom a criminal background check and Child Protective Registry check is required under Sections E.1.2 and E.1.3 of this Section stating whether or not the person:
- (1) Has been convicted of any of the felony offenses listed in Section E.1.9 of this Article, or their equivalent, in the District of Columbia, or in any state or territory;
 - (2) Has pleaded nolo contendere to any of the felony offenses listed in section C of this Article, or their equivalent, in the District of Columbia, or in any state or territory;
 - (3) Is on probation before judgment or placement upon a stet docket of a case involving any of the felony offenses listed in section E.1.9, or their equivalent, in the District of Columbia, or in any state or territory; and
 - (4) Has been found not guilty by reason of insanity, for any sexual offense or intra-family offense in the District of Columbia; or for any of the felony offenses listed in section E of this Article, or their equivalent, in the District of Columbia, or in any state or territory.
- E.1.9 The list of felony offenses referred to in section E.1.8.1 of this Article are as follows:
- (1) Murder, attempted murder, manslaughter, or arson;
 - (2) Assault, battery, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (3) Burglary;
 - (4) Robbery;
 - (5) Kidnapping;
 - (6) Illegal use or possession of a firearm;

- (7) 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;
- (8) Child abuse or cruelty to children;
- (9) Unlawful distribution or possession of or possession with intent to distribute a controlled substance;
- (10) Theft, fraud, forgery, extortion, blackmail, larceny, or identity theft.

E.1.10 The Court shall maintain a personnel file on each Contractor containing a cover letter, up-to-date resume or curriculum vitae detailing education and work experience as well as any current applicable licenses and certifications, a list of at least three (3) references, verification of the most recent college degree and a current job description detailing the work undertaken by the Contractor. The Contractor shall inform the COTR immediately of any and all issues arising, which may impede fulfillment of contractual obligations. The Court shall provide orientation sessions for each contractor detailing administrative procedures, services encompassing those required by Contract scope, CSSD's policies and practices to be adhered to under this contract.

E.1.11 A Contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 et seq.), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Contractor shall request criminal background checks for the following positions: All individuals providing direct service to the child, including volunteers.

E.1.12 The Contractor may not sub-contract services, nor can he or she make an offer of appointment to any individual (volunteer or other) whose position brings him or her into direct or indirect contact with CSSD youth.

E.1.13 Unless otherwise specified herein, the Court may conduct periodic criminal background checks throughout the duration of this contract.

E.2 MANDATORY REPORTING

E.2.1 The Contractor shall ensure that upon personally observing an incident of alleged or actual child abuse, neglect or fatality, having any other information indicating an alleged or actual risk to a child/children health or safety, he or she will make an immediate oral report and a written report within twenty-four (24) hours to the CFSA's twenty (24) hour Child Abuse and Abuse and Neglect Hotline (202 671-SAFE).

E.2.2 The Contractor shall ensure that notification is made within (24) hours to the assigned COTR, Probation Officer, and Office of the Director.

E.2.3 The Contractor shall ensure that the written report includes, but need not be limited to, the following information if the person making the report knows:

- a. The child/children who is the subject of the report;
- b. Each of the child/children siblings;
- c. Each of the child/children parents or other persons responsible for the child/children's care
- d. The nature and extent of the abuse or neglect of the child/children and any previous abuse or neglect, if known; and
- e. All other information which the person making the report believes may be helpful in establishing the cause of the abuse or neglect and the identity of the person responsible for the abuse or neglect.

E.3 CONFIDENTIALITY:

During the course of this contract, the Contractor will have access to information that is deemed confidential by Federal and/or District Laws. Likewise, Contractors in this position will be held to Standard 4 (Privacy and Confidentiality) of the Ethical Principles of Psychologists and Code of Conduct by the American Psychological Association (2002 with 2010 Amendments). A copy of this document will be provided upon orientation. The Contractor shall protect and hold strictly confidential all information to which the Contractor has access during the course of work under this contract. Contractor shall not disclose, directly or indirectly, any such information to third parties or use it for any purpose other than the work under this contract. Upon conclusion of work under this contract, the Contractor shall return any and all information and materials obtained from CSSD and any copies to CSSD.

E.4 COMPLETION OF CONTRACT:

Contractor shall have fulfilled its obligation when the Court determines the Contractor has consistently provided services as described in the Statement of Work (DC Courts Contract) until the end of the contract period.

E.5 COURTS RESPONSIBILITIES:

- E.5.1 The Court shall evaluate the effectiveness of services provided by selected Contractors based upon on the above factors delineated in paragraph C.1 on through paragraph C.1.8
- E.5.2 The Court shall work closely with Contractors.
- E.5.3 The Court shall provide space for Contractors to fulfill obligations.
- E.5.4 The Contractor shall be prepared to commence delivery of services detailed herein beginning on or about July 31st 2023, which shall also include duration of training

provided by the Court that will enable Contractors to enhance skills necessary to carry out the services contemplated under this contract.

E.5.5 The Court is responsible for providing all training, assessment, and support materials.

E.5.6 The Courts will be issued court laptops to the contractors and the contractors will be required to sign an agreement regarding its use.

E.6 INSURANCE:

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer (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 Contractor shall require all of its subcontractors 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 Courts.

The District of Columbia Courts shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against the District of Columbia Courts relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be affected 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 Contractor's and its subcontractors' 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 Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the Courtst requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance (“CGL”) - The Contractor 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 Contractor, 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia Courts.

2. Professional Liability Insurance (Errors & Omissions) - The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the District of Columbia Courts 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.
3. Sexual/Physical Abuse & Molestation - The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate 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.

B. 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 District of Columbia Courts.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia Courts 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.
- D. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia Courts. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- E. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia Courts.
- F. **MEASURE OF PAYMENT.** The Courts shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Maribel Torres
Senior Contract Specialist
Procurement and Contracts Branch
700 6th Street, NW, 12th Floor
Washington, DC 20001
Phone: 202-879-5514
torres.maribel@dccsystem.gov

The CO may request, and the Contractor 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 Contractor 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).

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

SECTION F:

F.1 QUESTIONS CONCERNING THIS REQUEST MUST BE DIRECTED BY EMAIL TO:

Maribel Torres
Contract Specialist
Procurement and Contracts Branch
Administrative Services Division
District of Columbia Courts
700 6th Street, N.W., 12th floor
Washington, D.C. 20001
Email Address: maribel.torres@dccsystem.gov

F.2 All questions must be submitted by email no later than 1:00 p.m., July 17, 2023.

F.3 REQUEST FOR QUOTATION (RFQ) SUBMISSION:

Eligible applicants must submit by email a response to this no later than 1:00 p.m., July 21, 2023. The response must include a cover letter (limited to two (2) pages), a resume or curriculum vitae, any and all relevant licensing credentials specific to the field of mental and behavioral health, a minimum of three (3) references, of which at least two (2) must be professional references.

- A. Applicants submitting their responses must e-mail their responses to the following address:**

maribel.torres@dccsystem.gov

F.4 APPLICABILITY OF GENERAL PROVISIONS APPLICABLE TO THE D.C. COURTS CONTRACTS:

The DC Courts General Provisions For Use With Courts' Supply & Services Contracts dated May 2017 (Attachment H.1) shall be applicable to the contract resulting from this solicitation.

F.5 RESTRICTION ON DISCLOSURE AND USE OF DATA:

Applicants who include in their proposals data that they do not want disclosed to the public or used by the Courts except for use in the procurement process shall so state in their proposal.

F.6 ETHICS IN PUBLIC CONTRACTING:

The Applicant shall familiarize itself with the Court's policy entitled "Ethics in Public Contracting". The Applicant shall abide by such provisions in submission of its proposal and performance of any contract awarded.

F.7 DISPUTES:

Any dispute arising under or out of this contract is subject to the provisions of Chapter 8 of the Procurement Guidelines of the District of Columbia Courts.

F.8 LAWS AND REGULATIONS:

All applicable laws, Courts rules, procurement guidelines and regulations shall apply to the contract throughout, and they will be considered to be included in the contract the same as though herein written out in full.

F.9 NON-DISCRIMINATION:

The Contractor agrees that it will comply with the nondiscrimination requirements set forth in D.C. Code, Section 2-1402.11(2001) which will be incorporated into any contract awarded. The Contractor agrees to comply with requests from the Courts to support the Contractor's adherence to this section.

F.10 DISCLOSURE OF INFORMATION:

- F.10.1 Any information made available by the District of Columbia Courts shall be used only for the purposes of carrying out the provisions of this contract and shall not be divulged nor made known in any manner to any person except as may be necessary in the performance of the contract.
- F.10.2 In performance of this Contract, the Contractor agrees to assume responsibility for protection of the confidentiality of Courts records and that all work shall be performed under the supervision of the Contractor or the Contractor's responsible employees.
- F.10.3 Each office or employee of the Contractor to whom information may be available or disclosed shall be notified in writing by the Contractor that information disclosed to such officer or employee can be used only for a purpose and to the extent authorized herein, and that further disclosure of any such information, by any means, for a purpose or to an extent unauthorized herein, may subject the offender to criminal sanctions.
- F.10.4 No information regarding the Contractor's performance of the contract shall be disclosed by the Contractor to anyone other than the District of Columbia Courts officials unless written approval is obtained in advance from the Contracting Officer.

F.11 PUBLICITY:

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

F.12 TYPE OF CONTRACT:

This is a firm-fixed hourly rate contract.

F.13 GOVERNING LAW:

This contract shall be construed in accordance with the laws of the District of Columbia, the D.C. Courts and federal government.

SECTION G:

G.1 EVALUATION CRITERIA:

The following criteria with a point system of relative importance with an aggregate total of one hundred points will be utilized to evaluate each response:

Item No.	EVALUATION CRITERIA	MAXIMUM POINTS
A.	QUALIFICATION: Relevant Qualification/Education. (Please refer to Section B.2)	0 - 60
B.	EXPERIENCE: Relevant Experience. (Please refer to Section B.2)	0 – 40
TOTAL		100

G.2 The Court will schedule interviews with the applicants who are determined to be highly qualified based on the evaluation criteria set forth above.

H: ATTACHMENTS:

H.1 The DC Courts General Provisions For Use With Courts' Supply & Services Contracts dated May 2017.

H.2 **Complete and submit with your proposal the Criminal Background Check Affirmation Form.** (Disregard the mentioned Attachment J.10 on the form).