

March 13, 2009

Dear Prospective Contractor:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing Eligibility Evaluation and Assessments for Infants and Toddlers referred from Infants and Toddlers Disabilities Division (ITDD). These services are being solicited through the District of Columbia Government, Office of State Superintendent of Education (OSSE). For your convenience, we will use the Human Care Agreement process to implement Human Care Agreements. It is much easier than our competitive sealed proposals process that you may have responded to in the past.

The Human Care Agreement (HCA) process requires you to complete the attached forms and submit the documents listed below by the stated date and time. This information will facilitate a determination by the Contracting Officer of your qualifications to provide the needed services. Upon a determination by the Contracting Officer that you are qualified you will become a part of a pool of sources that the District can draw from to provide the services stated above. Your proposed rates, if not established by state law or regulation, will be negotiated.

An original and four (4) copies of the following documents must be returned no later than 2:00 p.m. local time on Monday, April 13, 2009 to:

The Office of Contracting and Procurement
441 4th St., NW Suite 703 South, Bid Counter,
Washington, DC 20001

- Human Care Agreement Contractor Qualifications Record **completed in its entirety, using N/A in areas that do not apply**, along with all applicable licenses and certifications. (Attachment 2)
- Signed Human Care Agreement
- Equal Employment Opportunity Compliance Documents
- First Source Employment Agreement
- Tax Certification Affidavit
- Under Section C.2 – Scope of Human Care Services, the Provider shall provide written justification to substantiate the requirements of Sections C.1.1 through C.17. See Section C.16 - Service Plan.

Eligibility Evaluation and Assessments for Infants and Toddlers
Human Care Agreement
DCGD-2009-H-0001

- A current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member

If you have any questions regarding this Human Care Agreement solicitation you must submit them in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than ten (10) calendar days prior to Monday, April 13, 2009. Any substantive information given to a prospective provider will be furnished promptly to all other prospective providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding.

Thank you for your interest in this procurement.

Jean Wright
Contracting Officer

Attachments

SOLICITATION, OFFER, AND AWARD			1. Caption Evaluations and Assessments for Infants and Toddlers			Page of Pages 1 38				
			2. Contract Number	3. Solicitation Number DCGD-2009-H-0001	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreement		5. Date Issued 3/13/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:		
7. Issued By: Office of Contracting and Procurement Health and Human Care Services Commodity Group 64 New York Avenue, NE, 6th Floor Washington, D.C. 20002				8. Address Offer to: Office of Contracting and Procurement Health and Human Care Services Commodity Group 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001						
SOLICITATION										
9. Sealed offers in original and <u>4</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>13-Apr-09</u> Human Care Agreement Contractor Qualification Record must be completed (Hour) (Date)										
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.										
10. For Information Contact	A. Name George Wheeler		B. Telephone (Area Code) 202 (Number) 671-4467 (Ext)			C. E-mail Address george.wheeler@dc.gov				
11. Table of Contents										
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.			
	PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES					
X	A	Solicitation/Contract Form	1							
X	B	Human Care Services and Service Rates	3 to 5		PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS					
X	C	Specifications/Work Statement	6 to 18		F	List of Attachments	37 to 38			
x	D	Human Care Service Delivery and Performance	19 to 20		PART IV - REPRESENTATIONS AND INSTRUCTIONS					
X	E	Human Care Service Administration	21 to 23			Representations, certifications and other statements of offerors				
X	F	Agreement Clauses	24 to 38			Instructions, conditions & notices to offerors				
						Evaluation factors for award				
OFFER										
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.										
13. Discount for Prompt Payment <input checked="" type="checkbox"/>		10 Calendar days %	20 Calendar days %	30 Calendar days %	____ Calendar days %					
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):			Amendment Number		Date		Amendment Number			
15A. Name and Address of Offeror			16. Name and Title of Person Authorized to Sign Offer/Contract							
15B. Telephone (Area Code) (Number) (Ext)		15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>		17. Signature		18. Offer Date				
AWARD (TO BE COMPLETED BY GOVERNMENT)										
19. Accepted as to Items Numbered			20. Amount _____		21. Accounting and Appropriation					
22. Name of Contracting Officer (Type or Print)			23. Signature of Contracting Officer (District of Columbia)			24. Award Date				





Government of the District of Columbia

HUMAN CARE AGREEMENT													PAGE	OF	PAGES	
1. HUMAN CARE AGREEMENT NUMBER						2. REQUISITION/PURCHASE REQUEST NO.						2		38		
4. ISSUED BY Office of Contracting and Procurement Health and Human Care Services Commodity Group 64 New York Ave., NE, 6 th Floor Washington, D.C. 20002						5. ADMINISTERED BY (If other than Item No. 4): Office of the State Superintendent of Education Infants and Toddlers with Disabilities Division Office of Special Education 717 14 th St NW Suite 1200 Washington, DC 20005						3. DATE OF AWARD				
6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) POINT OF CONTACT: Telephone: Fax: E-Mail:																
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Office of the Controller/Agency CFO P.O. Box 54047, Room 1702 Washington, DC 20032-0247							8. DISTRICT SHALL SEND ALL PAYMENTS TO:									
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST																
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE					QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT						
0001		Multidisciplinary Evaluation w/ Assessments							\$500.00							
0002		Annual Re-Assessment (5 developmental areas)							\$480.00							
0003		Single Discipline Evaluation							\$240.00							
									<i>Total</i>		\$					
									<i>Total From Any Continuation Pages</i>							
									GRAND TOTAL		\$					
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION																
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT		
														\$		
A. SOAR SYSTEM OBLIGATION CODE:		B. Name of Financial Officer (Typed): Title:				C. Signature:				D. Date:						
11. PERIOD OF HUMAN CARE AGREEMENT																
Starting Date:							Ending Date:									
HUMAN CARE AGREEMENT SIGNATURES																
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 7 of this document. <i>The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.</i>																
12. FOR THE PROVIDER/PROVIDER							13. FOR THE DISTRICT OF COLUMBIA									
A. Name and Title of Signer (Type or print) Name: Title:							A. Name of Contracting Officer (Type or print) Name: Title: Contracting Officer									
B. Signature of PROVIDER/PROVIDER, or representative:				C. Date:			B. Signature of CONTRACTING OFFICER:				C. Date:					

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, Office of the State Superintendent of Education, hereafter referred to as the “**District**,” is Contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of **eligibility evaluations and assessments and annual re-evaluations and assessments including the development of the Individual Family Service Plan (IFSP).**

B.1.1 The District is not committed to purchase under this Human Care Agreement 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 human care agreement.

B.1.2 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 B.2 Schedule.

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.2 SCHEDULE — SERVICE / DESCRIPTION / RATE¹

B.2.1 Base Year Period

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
0001	Multidisciplinary Evaluations (5 developmental areas) and Complete IFSP recommendations as defined in C	Client/Per IFSP	\$500.00
0002	Annual Re-Assessment (5 developmental areas and vision screening results) and IFSP update, as described in Section C5.1.4.1	Client/Per IFSP	\$480.00
0003	Single Discipline Evaluation	Client/Per IFSP	\$240.00

¹ DC Early Intervention Standard Fee Schedule DC Law 11-172; DC Code, sec. 6-331 et.seq. and Mayor’s Order 97-110

B.2.2 Option Year One

Agreement Line Item Number	Services Description	Unit	Fixed Unit Rate
1001	Multidisciplinary Evaluations (5 developmental areas) and Complete IFSP recommendations as defined in Sections C1.3; C.5	Client/Per IFSP	\$500.00
1002	Annual Re-Assessment (5 developmental areas and vision screening results) and IFSP update, as described in Sections C5.1.5	Client/Per IFSP	\$480.00
1003	Single Discipline Evaluation	Client/Per IFSP	\$240.00

B.2.3 Option Year Two

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
2001	Multidisciplinary Evaluations (5 developmental areas) and Complete IFSP recommendations as defined in Sections C.1.3; C.5	Client/Per IFSP	\$500.00
2002	Annual Re-Assessment (5 developmental areas and vision screening results) and IFSP update, as described in Section C5.1.5	Client/Per IFSP	\$480.00
2003	Single Discipline Evaluation	Client/Per IFSP	\$240.00

B.2.4 Option Year Three

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
3001	Multidisciplinary Evaluations (5 developmental areas) and Complete IFSP recommendations as defined in Sections C.1.3; C.5	Client/Per IFSP	\$500.00
3002	Annual Re-Assessment (5 developmental areas and vision screening results) and IFSP update, as described in Section C5.1.5	Client/Per IFSP	\$480.00
3003	Single Discipline Evaluation	Client/Per IFSP	\$240.00

B.2.5 Option Year Four

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
4001	Multidisciplinary Evaluations (5 developmental areas) and Complete IFSP recommendations as defined in Sections C 1.3; C.5	Client/Per IFSP	\$500.00
4002	Annual Re-Assessment (5 developmental areas and vision screening results) and IFSP update, as described in Section C5.1.5	Client/Per IFSP	\$480.00
4003	Single Discipline Evaluation	Client/Per IFSP	\$240.00

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Scope of Human Care Service:

- C.1.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in Section C.
- C.1.2 The Infants and Toddlers Disabilities Division (ITDD) of the Office of the State Superintendent of Education (OSSE) seeks multiple Providers to provide eligibility evaluations and assessments and annual re-evaluations and assessments including the development of the Individualized Family Service Plan (IFSP).
- C.1.3 The provider will also be responsible for evaluating and assessing the child, when indicated, developing, updating and implementing the Individualized Family Service Plan (IFSP) along with the eligible child's family, service coordinator and other relevant service Providers, in coordination with ITDD. Services shall end and the child shall exit the Part C system at the eligible child's 3rd birthday, or sooner if the child reaches developmental milestones or exhibits delays lower than the prescribed 50%, unless an extension is specifically granted by ITDD. Children shall be referred to the provider by ITDD or the assigned Dedicated Service Coordinator. The provider shall provide services in accordance with the federal Part C regulations (*34 C.F.R. Part 303 et seq.*), District of Columbia laws and ITDD policies and procedures. Some families may be unable to speak English and require a language translator or an interpreter who uses American Sign Language.

The languages of the non English speaking population referred shall include but not be limited to Spanish, French, Portuguese, Mandarin, Taiwanese, Cantonese, Vietnamese and Amharic.

C.2 Target Population

- C.2.1 The target population for this Program Area shall be **infants and toddler's birth through age two (2) years** who are residents of the District of Columbia and meet the District of Columbia definition of developmental delay (condition or 50% delay in one or more developmental areas) and their families. Special emphasis to increase access to services shall be given to non-English speaking families.

C.3 Background

- C.3.1 The Office of the State Superintendent of Education, Early Care and Education Administration, Infants and Toddlers with Disabilities Division (ITDD) is mandated by Part C of the Individuals with Disabilities Act 2004 to: (a) maintain and implement a statewide, comprehensive, coordinated, multidisciplinary, interagency system of early intervention services for infants and toddlers with disabilities and their families; and (b) to coordinate

direct services for eligible children and their families that are not otherwise provided from other public or private sources.

C.3.2 The early intervention system is designed to serve children from birth through two (2) years of age who are residents of the District of Columbia. A child must be found eligible based on the District of Columbia’s definition of 50% developmental delay in one or more areas. Children are also eligible if they were born with a disability or health condition known to result in developmental delay. The District does not serve children “at risk” for developmental disabilities, including babies born prematurely unless a disability or 50% delay is demonstrated.

C.3 Applicable Documents

Item No.	Document Type	Title	Date
01	Public Law	Individuals with Disabilities Education Act, Part 303 – Early Intervention Program for Infants and Toddlers with Disabilities (http:// www.ecsped.com/laws_regs/idea300-304/part303)	July 1, 2002
02	Public Law	Public Law 108-446, 2004: Title I: Amendments to the Individuals with Disabilities Education Act http://www.nectac.org/idea/idea.asp#OSEP	Dec.3, 2004
03	Public Law	Public Law 93-247: Child Abuse Prevention and Treatment Act (CAPTA) www.acf.hhs.gov/programs/cb/laws_policies/cblaws/capta/index.htm	April 24, 1988
04	D.C. Code	D.C. Official Code Section 4-1501 Child and Youth , Safety and Health Omnibus Amendment Act of 2004, Criminal Background Checks Available at: http://www.dccouncil.washington dc.us	April 13, 2005

C.4 Definitions

C.4.1. Assessment - the ongoing procedures used by appropriate qualified personnel throughout the period of a child’s eligibility as defined in 34 C.F.R. Part 303.322.

C.4.2. Child Outcomes Summary Form (COSF) Attached to every IFSP is a COSF form, a common metric for describing children’s functioning compared to age expectations in each of the three outcome areas. The COSF, a process developed by the National Early Childhood Outcomes Center provides a way for a team to summarize the child’s level of functioning using information from many sources including assessment tools and parent and provider reports. The COSF enables ITDD to report the percent of infants and toddlers with IFSPs who demonstrate improved: (a) positive social-emotional skills (including social relationships); (b)

acquisition and use of knowledge and skills (including early language/communication [and early literacy*]); (c) use of appropriate behavior to meet needs.

- C.4.3 Evaluation** - the procedures used by appropriate qualified personnel to determine a child's initial and continuing eligibility under 34 C.F.R. Part 303.322, consistent with the definition of "infants and toddlers with disabilities" in 34 C.F.R. Part 303.16, including determining the status of the child in each of the following developmental areas: cognitive, physical (including vision and hearing), communication, social or emotional, and adaptive development.
- C.4.4 Human Care Agreement** -a written agreement for the procurement of education or special Education, health, human or social services pursuant to section 306a, to be provided directly to Individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, Physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.
- C.4.5 Individuals with Disabilities Education Act (IDEA)** is a federal law that governs how states and public agencies provide early intervention, special education, and related services to children with disabilities. It addresses the educational needs of children with disabilities from birth to he age of 21. The IDEA is considered to be a civil rights law. The IDEA was most recently amended in 2004, which was a significant update. In defining the purpose of special education, IDEA 2004 clarifies Congress' intended outcome for each child with a disability: students must be provided a Free Appropriate Public Education (FAPE) that prepares them for further education, employment and independent living.
- C.4.6 Qualified Personnel** –persons holding official credentials, accreditation registration, Certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists, audiologists, pharmacists, patient activity specialists, psychologists, professional counselors, and social workers.
- C.4.7. Multidisciplinary** - the involvement of two or more disciplines or professions in the provision of integrated and coordinated services, including assessment activities in § 303.322 and development of the IFSP in § 303.342.
- C.4.8 Provider** - a consultant, vendor, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.
- C.4.9 Task Order** - an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order
- C.4.10 Transdisciplinary** evaluation teams are unique to the field of early intervention (Briggs, 1997).
The transdisciplinary approach is fundamentally different from the multidisciplinary and interdisciplinary approaches. The foundation of the transdisciplinary team is collaboration. One

assessment is performed by the team and one integrated report is written by the team. The approach is family centered. It maximizes the participation of family members and minimizes inconvenience to families.

C.5 Service Requirements

C.5.1 Evaluation

C.5.1.1 The Provider shall complete an evaluation on each child to determine the level of functioning and needs.

C.5.1.2 The Provider shall develop and maintain an Individualized Family Service Plan in collaboration **with** the assigned Dedicated Service Coordinator.

C.5.1.3 The Provider shall conduct an evaluation or re-evaluation and assessment of the child that is conducted by personnel trained to utilize appropriate methods and procedures.

C.5.1.4 The Provider shall provide an evaluation/re-evaluation that includes a review of pertinent records related to the child's current health status and medical history.

C.5.1.5 The Provider shall provide an annual re-evaluation and assessment of the child's level of functioning in each of the following developmental areas: cognitive, physical including vision and hearing; communication; social/emotional; and adaptive development.

C.5.1.6 The re-evaluation and assessment for each child must be completed with the specified timeframe to ensure updated information within one (1) year of the previous initial evaluation or re-evaluation.

C.5.2 Individualized Family Service Plan (IFSP)

C.5.2.1 The Provider shall prepare an Individualized Family Service Plan (IFSP) in collaboration with the assigned Dedicated Service Coordinator.

C.5.2.2 A review of the IFSP for a child and the family must be conducted every six months or more frequently if conditions warrant, or if the family requests such a review.

C.5.2.3 The purpose of the periodic review is to determine the degree of progress toward achieving the identified outcomes by utilizing the Child Outcomes Summary Form; whether modification or revision of the outcomes or services is necessary.

C.5.2.4 An IFSP meeting must be conducted with the document re-written based on progress and re-assessment in all developmental areas on at least an annual basis to the IFSP for

a child and the child's family to review and revise its provisions.

- C.5.2.5** IFSP meetings must be conducted in settings and times that are convenient to families, provided in the native language of the family or other mode of communication used by the family, unless it is clearly not feasible to do so. Meeting arrangements must be made with, and written notice provided to the family and other participants early enough before the meeting date to ensure that they will be able to attend
- C.5.2.6** The contents of the IFSP must be fully explained to the parents and informed written consent from the parents must be obtained prior to the provision of early intervention services described in the plan. If the parents do not provide consent with respect to a particular early intervention service or withdraw consent after first providing it, that service may not be provided.
- C.5.2.7** Participants in IFSP meetings must include the parent or parents of the child; other family members as requested by the family; an advocate or person outside of the family as requested by the family; the assigned Dedicated Service Coordinator who has been working with the family; and persons directly involved with conducting any assessments or provision of services.
- C.5.2.8** The Provider must complete the Early Childhood Outcomes summary form at each IFSP meeting for every eligible child and family and, as appropriate, persons who will be providing services to the child or family.
- C.5.2.9** If a person listed above is unable to attend a meeting, arrangements shall be made for the person's involvement through other means including (a) participating in a telephone conference call; (b) having a knowledgeable authorized representative attend the meeting; or (c) making pertinent records available at the meeting.
- C.5.2.10** The IFSP document shall be completed in its entirety during the IFSP meeting together with the family. The IFSP document shall not be completed prior to the IFSP meeting and the document shall be finalized prior to ending the IFSP meeting. If this cannot occur, then a follow-up IFSP meeting shall be reconvened with the family to finalize the document.
- C.5.3** **Child Outcomes Summary Form (COSF)**
- C.5.3.1** The Provider shall participate in the completion of the Early Childhood Outcomes summary form during each IFSP meeting for every eligible child.
- C.5.3.2** The COSF process shall be fully explained to the families.
- C.5.3.3** COSF results shall be shared with families with an explanation of the results.
- C.5.3.4** The COSF shall be submitted to ITDD along with the IFSP as a package.

C.6 **Quality Assurance System**

C.6.1 The Provider shall develop and implement a quality assurance system to ensure the delivery of quality, comprehensive, services by qualified well-trained staff in an environment that encourages and promotes the development of infants and toddlers.

C.6.2 The Provider's quality assurance system shall recognize successful, effective areas of the Provider's service delivery, approach, identify areas of concern or possible deficiencies, and potential improvements to the Provider's service delivery methodology, and approach.

C.7 **Staff Requirements**

C.7.1 The Provider shall employ and maintain documentation that staff meets the qualifications (therapy license and/or certification) as appropriate for their profession and possess adequate training and competence to perform the duties which they have been assigned.

C.7.2 The Provider shall maintain a complete written job description covering all positions funded through the agreement, which must be included in the project files and be available for inspection upon request. The job description shall include education, experience, licensing and/or certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria. When hiring staff for this project, the Provider shall obtain written documentation of work experience and personal references.

C.7.3 The Provider shall maintain an individual personnel file for each project staff member or sub-contractor which will contain the application for employment, professional and personal references, applicable credentials/certifications, records of required medical examinations, criminal background checks and tests for alcohol and illegal substance prior to employment, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct, and Provider's action with respect to the allegations, and date and reason if terminated from employment. All of these personnel materials shall be made available to the Contracting Officer's Technical Representative.

C.7.4 The Provider shall provide orientation sessions for each staff member or sub-contractor with respect to administrative procedures, program goals, and policies and practices to be adhered to under the agreement.

C.7.5 The Provider shall maintain a current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and clinical supervision over each priority service activity.

- C.7.6** With regard to volunteers, the Provider must illustrate through program orientation that: (1) volunteers are subject to rules and procedures with regard to confidentiality of information which are in effect for employees and contractors of the District of Columbia government; (2) volunteers are subject to the same personnel requirements of the Provider's project staff members and sub-contractors; (3) volunteers are not permitted to engage in political activities during the time volunteer services are being performed; and (4); volunteers remain under the direct supervision of the Provider throughout the program period.
- C.7.7** The Provider shall make available to the Contracting Officer's Technical Representative (COTR) for review upon request, all personnel materials, including the individual personnel file for each employee providing services under this Agreement.
- C.7.8** Notify Infants and toddler Disabilities Division of key staff changes within 24 business hours. Key staff includes administrators, executive level managers and middle managers responsible for supervision of professional, case management and direct care staff.
- C.8** **Staff Policies**
- C.8.1** The Provider shall develop and maintain policies and procedures that address the recruitment, selection, and retention of qualified staff.
- C.8.2** The Provider's staff policies shall include at a minimum, the following:
- C.8.2.1** Statement of staff policies regarding vacations, sick leave, holidays, employee benefits, and performance evaluations
- C.8.2.2** Maintenance of staff records including applications, licenses, certifications, security, medical clearances, and in-service training completed;
- C.8.2.3** Maintenance of documentation verifying and confirming satisfactory criminal background, child protection registers check, medical examination, drug, and alcohol screening;
- C.8.2.4** Maintenance of documentation verifying and confirming professional and personal references for new staff members;
- C. 8.2.5** Develop and provide position specific position descriptions describing at a minimum the minimum qualifications, functional responsibilities, expected contributions to the delivery of services, performance expectations, and the in-service training requirements for each position;

C.8.2.6 Maintenance of daily staff time sheets that include date, shift, staff member's name, sign-in and sign-out times.

C.9 **Staff Security**

C.9.1 The Provider shall adhere to the following staff security requirements:

C.9.1.1 In accordance with DC Official Code 4-1501 et seq., of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004 (Applicable Document # 4) the Provider shall conduct routine pre-employment criminal record background checks of the Provider's case management, professional services, direct care staff, and future staff that will provide services under this Human Care Agreement to children and youths. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone and obtained a clean/clear background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any convictions relative to abuse or harming children, elders, animals, or any of the other offenses enumerated in DC Official Code 4-1501 et. seq. (Applicable Document # 4).

C.9.1.2 The Provider shall provide copies of the certified criminal history records of Provider's staff to perform services under this Human Care Agreement. Any conviction or arrest of the Provider's employees shall be reported to ITDD. ITDD shall determine the employee's suitability for performance under this Human Care Agreement and notify the Provider.

C.9.1.3 The Provider shall conduct criminal record background checks on an annual or routine basis for all Provider staff. The Provider shall disclose to ITDD through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of the Provider's employees to the risk manager, who will determine the employee's suitability for continued performance under this Human Care Agreement.

C.10 **Reports**

C.10.1 The Provider shall submit a District approved monthly report to the COTR and/or designated staff, to be received by the 10th day after the end of each month of service, regarding the progress towards completion of tasks and requirements in the scope of services and approved work plan. Such reports shall contain the following information, but not limited to, in a format approved by :

C.10.1.1 Draft copies of all materials for use in implementing this agreement submitted for approval prior to preparation in final form and dissemination;

C.10.1.2 Program description including the targeted population with the total number and names of organizations and individuals invited to participate (and who have participated) in

workshops, seminars, and/or courses, divided by the

- C.10.1.3** Sections of the District where they are located (by ward);
- C.10.1.4** Number and demographics of the population served;
- C.10.1.5** Collaboration (if any) with other organizations serving the target population;
- C.10.1.6** Status of the work plan, indicating the extent to which established milestones for the reporting month have been accomplished; identifying proposed revisions to the work plan to address problem areas; and a summary of the results of the evaluation of services under the quality assurance program; and achievement of performance standards.
- C.10.1.7** Listing of dates and locations of all early intervention education and outreach activities conducted and type and quantity of material distributed during the reporting month.
- C.10.2** A copy of the monthly report covering the period for which reimbursement is being requested shall accompany all payment requests. Payment requests shall be based on invoices with supporting source documentation as may be required by the Early Care and Education Administration. Failure to submit monthly progress reports and invoices in accordance with the terms and conditions of the agreement may result in the disallowance, suspension, and/or termination of contract funds.
- C.10.3** The Provider shall submit to the Contracting Officer Technical Representative and/or designee a final closeout report no later than the 30th day after expiration of the agreement, following the established format for the particular program area and summarizing all service delivery data, accomplishments, issues and recommendations.
- C.10.4** The Provider shall report unusual incidents by electronic mail, facsimile or telephone to the COTR within 24 hours of the event and in writing within five (5) days after occurrence. An unusual incident is an event, which affects staff (Administrative Agency's employees or Provider's staff) or clients that is significantly different from the regular routine or established procedure. Examples include, but are not limited to, death, injury, unexplained absence of a client from a program, physical, sexual, or verbal abuse of a client by staff or other clients, staff negligence, fire, theft, destruction of property, or sudden serious problems in the physical plant, complaints from the target population; requests for information from the press, attorneys, or government officials outside the ITDD and client behavior requiring attention of staff not usually involved in their care.
- C.11** **Record**
- C.11.1** The Provider shall keep accurate records of activities of the project. When delivering services, the Provider must maintain child records reflecting initial and periodic

assessments, if appropriate; initial and periodic Individualized Family Service Plans (IFSPs); therapy progress notes; record of contacts with the family and other persons involved in the provision of services and the ongoing progress of program activities. To ensure confidentiality and security records must be kept in a locked file controlled by appropriate staff.

C.11.2 The Provider shall provide the COTR, and other authorized representatives of the Office

of the State Superintendent of Education and the District Government, such access to project and financial records as may be necessary for monitoring purposes. To ensure confidentiality and security, records must be kept in a locked file controlled by appropriate Provider staff. The Provider shall ensure that the release of any child’s records is done in a manner that demonstrates that appropriate consent has been obtained from the parent or guardian.

C.11.3 The Provider shall secure the complete original contents of children’s records within one (1) month after the child leaves the program, the child is no longer served by the provider, or the agreement is terminated or cancelled and forward to the Part C office (ITDD) for proper storage.

C.11.4 The Provider must comply with Health Insurance Portability and Accountability Act of 1996 (HIPAA) and Family Education Rights and Privacy Act (FERPA – 34 CFR, Part 99) requirements to ensure confidentiality of children and families served.

C.11.5 The Provider shall retain all records (including child records) for at least three (3) years following final closeout of the program.

C.12 **Deliverables**

C.12.1 The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedule that follows. All soft copy deliverables shall be provided on compact disc formatted in Microsoft Word and Excel as applicable.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	Completed Multidisciplinary Evaluation	1 hard Copy, 1 Soft Copy Flash Drive Labeled with Child’s Name, Facility, Family Contacts, Name, Date Completed/ Date submitted	Within 45 days of referral from ITDD
2	IFSP with attached COSF as	1 Flash Drive/1 hard copy clearly labeled with the	Within 30 days of referral from ITDD

	described in C.11.1	following: - Deliverable Name - Child's Name - Facility Name - Date Completed Date Sub	
3	OSSE Unusual Incident Report as described in C.10.4	1 Flash Drive/1 hard copy clearly labeled with the following: - Deliverable Name - Child's Name - Facility Name - Date Completed - Date Submitted	All Unusual Incident Reports shall be submitted via fax or telephone within 24 hours of the incident, and with a written report to the COTR within five (5) days
4	Monthly Report and invoice as described in C.10.1 C.11.1,	- 1 Flash Drive/1 hard copy clearly labeled with the agency name and invoice number -	Monthly Reports and invoices are due the 10 th day of each month.
5	Criminal Background Checks as described in Sections C. 9.1.1 and F.13	Flash Drive/1 hard copy clearly labeled with the following: - Employee's Name - Date Completed - Date Submitted	Annually, two weeks prior to beginning of contract award

C.13 Facility Requirements

C.13.1 Regulations

The Provider's facilities used during the performance of this agreement shall meet all applicable Federal, state, and local regulations for their intended use throughout the duration of the agreement. The Provider shall maintain current all required permits and licenses for the facilities. The Provider's failure to do so shall constitute a failure to perform under the agreement and will be a basis for termination of the agreement for default.

C.13.1.2 Emergency Back-Up Site Files

The Provider shall assure that an emergency site/facility has been identified should the primary facility become unavailable for use as a result of a catastrophic event.

C.13.1.3 Accessibility

All facilities offered for the provision of services under the grant agreement shall be accessible to persons with mobility and other limitations (e.g., persons who are visually impaired, deaf or hearing impaired), consistent with the Rehabilitation Act of 1973, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336, as appropriate, which shall be incorporated in the grant agreement. The facilities shall be open for visiting by families and convenient by public transportation.

C.13.1.4 Maintenance

The Provider shall provide all supplies and services routinely needed for maintenance and operation of the facility, such as security, janitorial services, and trash pick-up.

C.14 Eligibility

Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 3.

C.15 Compliance with Service Rates

- C.15.1** All human care services shall be provided and the District will only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.15.2** If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of in-State rates.
- C.15.3** If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit a detailed budget with documentation to justify its costs. The Provider's unregulated costs may be subject to negotiation

C.16 Service Plan

The Provider shall develop a written service plan which describes how the tasks specified in Section C. will be accomplished.

C.17 Compliance with Laws

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

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

- D.1.1** The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years as set forth in Section D.3.
- D.1.2** If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement as Attachment 1.
- D.1.3** The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

D.2 Agreement Not A Commitment of Funds or Commitment To Purchase

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

D.3 Option to Extend Term of the Agreement

- D.3.1** The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- D.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.

D.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer

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

Jean Wright
Contracting Officer
Office of Contracting and Procurement
Health and Human Care Services Group
64 New York Ave., NE 6th Floor
Washington, D.C. 20002
Telephone Number: 202-671-4463
Facsimile Number: 202-671-4469
Email Address: jean.wright@dc.gov

E.2 Contracting Officer's Technical Representative

The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Human Care Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Technical Representative shall be:

Beverly Roberson Jackson, Ed. D.
Interim Program Manager
Infants and Toddlers with Disabilities Program
Office of the State Superintendent of Education
Telephone (202) 727-5853
Fax (202) 724 - 7230
Email address: beverly.jackson@dc.gov

E.3 Contact Person

For information concerning this Human Care Agreement, contact:

George D. Wheeler
Contract Specialist

Office of Contracting and Procurement
64 New York Ave., NE 6th Floor
Washington, D.C. 20002
Telephone (202) 671-4467
Fax (202) 671-4469
Email address: george.wheeler@dc.gov

E.4 Ordering and Payment

E.4.1 The Provider **shall not** provide services or treatment under this Human Care Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.

E.4.2 The Provider shall not provide any human care services until the District (ITDD) makes an official referral and issues a task order/purchase orders to the Provider.

E.4.3 All purchase orders or task orders issued in accordance with this Human Care Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Human Care Agreement, the Human Care Agreement shall take precedence.

E.4.4 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.

E.4.5 Invoices shall be prepared in duplicate and be submitted in the format attached along with the Monthly Report to OSSE at:

717 14th St NW
Suite 1200
Washington, DC 20005

E.4.6 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address;
- (2) Invoice date, number and the total amount due;
- (3) Description of service;
- (4) Quantity of services provided or performed;
- (5) Contract line item number (CLIN), as applicable to each purchase order or task order;
- (6) Purchase order or task order number;
- (7) Human Care Agreement number;
- (8) Federal tax identification number (TIN)
- (9) Any other supporting documentation or information, as required; and
- (10) Name, title and telephone signature of the preparer.

- (11) Payment shall be made only after the COTR has certified as satisfactory the performance by the Provider under the Human Care Agreement as a result of a valid purchase order or task order of the Agreement in accordance with all provisions thereof.

SECTION F – AGREEMENT CLAUSES

F.1 Standard Contract Provisions Incorporated By Reference

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” are incorporated into this Human Care Agreement as Attachment 1, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 Special Indemnity

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

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

F.4 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.5 Access to Records

- F.5.1** 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.5.2 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.5.3 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.6 **Amendments**

This Human Care Agreement, applicable documents and attachments incorporated by reference 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 superceded 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.7 **Tax Compliance Certification**

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

F.8 **Subcontracts**

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor 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 subcontractor 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.9 District Responsibilities

The ITDD shall:

- F.9.1** Forward to the Provider a Request for Services Referral Form with available supportive documentation; to include social, reports on psychological evaluations, medical history, Medicaid or other insurance information, family information, , and other pertinent data for each young child referred to the Provider.
- F.9.2** Conduct periodic scheduled and unscheduled site visits for purposes of case manager contact to assess progress and assessment of quality of services delivered through quality assurance assessments, monitoring reviews, site inspections, and discussions on performance relative to the terms and conditions of a task order.
- F.9.3** Inspect all facilities prior to award of a Human Care Agreement or referral. The Provider shall provide services to clients when referred by ITDD and authorized utilizing the ITDD Referral for Services Form(s) that shall be given to the Provider after award of a Human Care Agreement Task Order.
- F.9.4** The Provider shall not provide any services to a client unless the client has been referred to the Provider utilizing an executed ITDD referral form. If a client reports for services and the Provider does not have an executed ITDD referral form for that client, the Provider shall inform the client that services cannot be rendered and that client will be notified by ITDD. The Provider shall notify ITDD immediately.

F.10 Provider Responsibility

- F.10.1** The Provider bears 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.10.2** 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.10.3** The Provider's employees shall report all unusual incidents on the Unusual Incident Report (Attachment 5), including allegations of abuse or neglect, involving any patient that is provided with services or treatment by the Provider by telephone to ITDD, and followed up by a written report to ITDD within twenty-four (24) hours of the unusual incident.
- F.10.4** The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, issue any material for publication through any medium of

communication bearing on the work performed or data collected under this agreement.

F.11 **INSURANCE**

F.11.1 **General Requirements**

Provider shall procure and maintain, during the entire period of performance under this agreement, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed and authorized to do business in the District of Columbia or in the jurisdiction where is to be performed; have either an A.M. Best Company rating of A-VIII or higher, a Standard & Poor's rating of AA or higher, or A Moody's rating of Aa2 or higher. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All policies (excluding Worker's Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the agreement. All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance. All policies shall contain a waiver of subrogation in favor of the District of Columbia. In no event shall work be performed until the required Certificate of Insurance signed by an authorized representative of the insurer(s) has been furnished. All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

F.11.1.1 Certificate of Insurance Requirement The policy description on the Certificate of Insurance form shall include the District as an additional insured and a waiver of subrogation in favor of the District.

F.11.1.2 Commercial General Liability Insurance The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

F.11.1.2.1 Commercial General Liability Insurance If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; includes coverage for products and completed operations and personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

F.11.1.3 Automobile Liability Insurance The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

F.11.1.4 Workers' Compensation Insurance

F.11.1.4.1 Workers' Compensation Insurance The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

F.11.1.4.2 Employer's Liability Insurance The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

F.11.1.5 Umbrella or Excess Liability Insurance The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence, with the District of Columbia as an additional insured.

F.11.1.6 Professional Liability Insurance (Errors & Omissions) The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract.

F.11.1.6.1 The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act.

F.11.1.6.2 The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

F.11.1.7 Duration Except as proved in F.8.1.6, the Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that: The insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

F.11.1.8 Contractor's Property Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit". This includes Contractor tools and equipment, scaffolding and temporary structures, and rented machinery, storage sheds or trailers placed on the project site.

F.11.1.9 Measure of Payment The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.

F.12 Department Of Labor Wage Determinations

F.12.1 The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No.8, dated May 28, 2008 issued by the U.S. Department of Labor in accordance with the Service Agreement Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this Agreement as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the Agreement services are provided

shall bind Providers located in regions not bound by the above stated Wage Determination.

F.13 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

F.13.1 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: Occupational Therapist, Physical Therapist, Speech Therapist, Language Therapist, Evaluators, Psychogist, Doctors and other direct staff and personnel that will com into direct contact with children referred from ITDD.

F.13.2 The Contractor 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 Contractor shall request traffic records for the following positions: _____
_____.

F.13.3 The Contractor 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.

F.13.4 The Contractor 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.

F.13.5 The Contractor 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 Contractor 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 Contractor 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 Contractor 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.

F.13.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

F.13.7 Prior to requesting a criminal background check, the Contractor 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 Contractor 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 F.13.5(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.

F.13.8 The Contractor 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.

F.13.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

F.13.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

F.13.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

F.13.12 The Contractor 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.

- F.13.13** The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the contracting officer of the COTR's decision after his or her assessment of the criminal background or traffic record check.
- F.13.14** The Contractor 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 COTR's decision after his or her assessment of the criminal background or traffic record check.
- F.13.15** The Contractor 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.
- F.13.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections F.13.1 and F.13.2.
- F.13.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- F.13.18** The COTR 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 COTR shall inform the contracting officer of its decision, and the contracting officer shall inform the Contractor whether an offer may be made to each applicant.
- F.13.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor 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.
- F.13.20** 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 Contractor shall not release or otherwise disclose the reports to any person, except as directed by the contracting officer.

F.14 HIPAA PRIVACY COMPLIANCE

F.14.1 Definitions

- (a) *Business Associate*. "Business Associate" shall mean [Insert Provider's Name]
- (b) *Covered Entity*. "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.
- (c) *Designated Record Set* means:
 - 1. A group of records maintained by or for Covered Entity that is:
 - (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) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
 - 2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
- (e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
- (f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
- (g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
- (h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

- (a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.
- (b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.
- (c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.
- (d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.
- (e) Business Associate agrees to ensure that any agent, including a subProvider, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

Except as otherwise limited in this Clause, Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, Covered Entity as specified in this Contract, provided that such use or disclosure would not violate the Privacy Rule if done by Covered Entity or the minimum necessary policies and procedures of Covered Entity.

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information 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 Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or 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 is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

Covered Entity shall not request Business Associate to use or disclose Protected Health Information in any manner that would not be permissible under the Privacy Rule if done by Covered Entity.

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

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

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subProviders or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

F.15 WAY TO WORK AMENDMENT ACT OF 2006

- F.15.1** Except as described in F.24.2 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.15.2** The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- F.15.3** The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- F.15.4** 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.15.5** The Provider shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F.15.6** 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.15.7** 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.15.8** 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.15.9 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.16 Order of Precedence Clause

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

1. Standard Contract Provision, dated March 2007
2. The Human Care Agreement
3. Specifications/Work Statement (Section C)
4. Supplies or Services and Price/Cost (Section B)
5. Provider's Program Service Plan
6. Provider Qualifications Record completed by the Provider
7. The Attachments as specified and listed in Section F.16
8. Task Order or Purchase Order

F.17 Attachments

The following are attachments to this Human Care Agreement.

- F.17.1** Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, which is incorporated into this Human Care Agreement as Attachment 1.
- F.17.2** OCP Form 1900, Human Care Agreement Provider's Qualifications Record (completed), which is incorporated into this Human Care Agreement as Attachment 2.
- F.17.3** Notice of Final Rulemaking, 27 DCMR, Chapter 19, Section 1905.6, providing the criteria for a determination of responsibility of potential Providers, which is incorporated into this Human Care Agreement as Attachment 3.
- F.17.4** U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 8, dated May 29, 2008 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351), which is incorporated into this Human Care Agreement as Attachment 4.
- F.17.5** Department of Human Services Policy and Procedures, Process for Reporting Unusual Incidents, which is incorporated into this Human Care Agreement as Attachment 5.
- F.17.6** Living Wage Fact Sheet, Attachment 6
- F.17.7** Living Wage Act of 2006 (Notice), Attachment 7
- F.17.8** Eligibility Evaluation & Re-Assessment Fee Schedule provided by Part C/ Early Intervention Program, Attachment 8

F.18 **Incorporated Documents**

(The following forms, located at www.ocp.dc.gov shall be completed and incorporated with the solicitation.)

- F.18.1** Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application, which is incorporated into this Human Care Agreement.
- F.18.2** Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement.
- F.18.3** First Source Employment Agreement, which is incorporated into this Human Care Agreement.