

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Nursing Services for Department of Health		Page of Pages 1   59	
2. Contract Number	3. Solicitation Number DCHC-2007-H-0007	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 Agreements <input type="checkbox"/> Emergency	5. Date Issued 2/5/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside	
7. Issued By: Office of Contracting and Procurement Human Care Supplies and Services Group 441 4th St., NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Counter Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

**SOLICITATION**

9. Sealed offers in original and 4 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 441 4th Street, NW, Suite 703S, Bid Counter, Washington, DC until 2:00 P.M. local time 3-Apr-07  
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 D. Wheeler		B. Telephone (Area Code) 202 (Number) 724-5267 (Ext)		C. E-mail Address <a href="mailto:george.wheeler@dc.gov">george.wheeler@dc.gov</a>
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**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 type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

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)		24. Award Date
23. Signature of Contracting Officer (District of Columbia)		



Government of the District of Columbia



Office of Contracting & Procurement



Government of the District of Columbia

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1. CONTRACT NUMBER <b>DCHC-2007-H-0007</b>	2. REQUISITION/PURCHASE REQUEST NO.	3. PURCHASE ORDER/TASK ORDER NUMBER	4. DATE OF AWARD
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5. ISSUED BY Office of Contracting and Procurement Human Care Services and Supplies Commodity Group 441-4 <sup>th</sup> Street, NW, Suite 700 South Washington, D.C. 20001	6. ADMINISTERED BY (If other than Item 5) Department of Health 825 North Capitol St., NE, 3 <sup>rd</sup> Floor Washington, D.C. 20002 Telephone (202) Fax (202)
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7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)

8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department of Health 825 North Capitol St., NE. Washington, D.C. 20002	9. DISTRICT SHALL SEND ALL PAYMENTS TO:
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**10. DESCRIPTION OF HUMAN CARE SERVICE AND COST**

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE	TOTAL SERVICE	SERVICE RATE	TOTAL AMOUNT
		Registered Nurse I Registered Nurse II Registered Nurse Practitioner Licensed Practical Nurse Certified Nursing Assistant Medical Assistant Medical Record Technician Phlebotomist			SEE ATTACHED SCHEDULE B	
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						\$

**11. 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	B. Name of Financial Officer (Typed):	C. Signature:	D. Date:
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**12. PERIOD OF HUMAN CARE AGREEMENT**

Starting Date: <b>Date of Award</b>	Ending Date: <b>Through 12 months thereafter ( See BLK 14c.)</b>
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**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/Contractor specified in Item No. 7 of this document. *The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. 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 November 2004; (c) Any other provisions, representations, certifications, and specifications, as are*

**13. FOR THE PROVIDER/CONTRACTOR**

**14. 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: Rotimi Osunsan, CPPB, CPM Title: Contracting Officer
B. Signature of PROVIDER/CONTRACTOR, or representative: C. Date:	B. Signature of CONTRACTING OFFICER: C. Date:

**THE SCOPE OF HUMAN CARE SERVICES**

**SECTION B – HUMAN CARE SERVICES AND SERVICE RATES**

The Government of the District of Columbia, Department of Health, (DOH), hereinafter referred to as the “**District**,” is contracting through this Human Care Agreement with \_\_\_\_\_, hereinafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155, amending D.C. Official Code Sections 2-301.07, 2-303.02, 2-303.04(g), and 2-303.06a). This agreement will be effective on the date entered in Item 13c on Page 1 of this document.

This is a human care agreement based on fixed-unit prices. The Provider shall provide services in accordance with Section C:

**BASE YEAR**

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0001	Registered Nurse I		
0001A	Day	Per Hour	\$
0001AA	Evening/Nights/Weekends	Per Hour	\$
0001AB	Holiday (Day)	Per Hour	\$
0001AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0002	Registered Nurse II		
0002A	Day	Per Hour	\$
0002AA	Evening/Nights/Weekends	Per Hour	\$
0002AB	Holiday (Day)	Per Hour	\$
0002AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0003	Registered Nurse Practitioner		
0003A	Day	Per Hour	\$
0003AA	Evening/Nights/Weekends	Per Hour	\$
0003AB	Holiday (Day)	Per Hour	\$

## Nursing Services for Department of Health

0003AC	Holiday Evening/Nights/Weekends	Per Hour	\$
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CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0004	<b>Certified Nursing Assistant</b>		
0004A	Day	Per Hour	\$
0004AA	Evening/Nights/Weekends	Per Hour	\$
0004AB	Holiday (Day)	Per Hour	\$
0004AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0005	<b>Medical Assistant</b>		
0005A	Day	Per Hour	\$
0005AA	Evening/Nights/Weekends	Per Hour	\$
0005AB	Holiday (Day)	Per Hour	\$
0005AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0006	<b>Medical Records Technician</b>		
0006A	Day	Per Hour	\$
0006AA	Evening/Nights/Weekends	Per Hour	\$
0006AB	Holiday (Day)	Per Hour	\$
0006AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0007	<b>Licensed Practical Nurse</b>		
0007A	Day	Per Hour	\$
0007AA	Evening/Nights/Weekends	Per Hour	\$
0007AB	Holiday (Day)	Per Hour	\$
0007AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0008	<b>Physician' s Assistant</b>		
0008A	Day	Per Hour	\$
0008AA	Evening/Nights/Weekends	Per Hour	\$
0008AB	Holiday (Day)	Per Hour	\$
0008AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0009	<b>Phlebotomist</b>		
0009A	Day	Per Hour	\$
0009AA	Evening/Nights/Weekends	Per Hour	\$
0009AB	Holiday (Day)	Per Hour	\$
0009AC	Holiday Evening/Nights/Weekends	Per Hour	\$

**OPTION YEAR 1**

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
101	Registered Nurse I		
101A	Day	Per Hour	\$
101AA	Evening/Nights/Weekends	Per Hour	\$
101AB	Holiday (Day)	Per Hour	\$
101AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
102	Registered Nurse II		
102A	Day	Per Hour	\$
102AA	Evening/Nights/Weekends	Per Hour	\$
102AB	Holiday (Day)	Per Hour	\$
102AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
103	Registered Nurse Practitioner		
103A	Day	Per Hour	\$
103AA	Evening/Nights/Weekends	Per Hour	\$
103AB	Holiday (Day)	Per Hour	\$
103AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
104	<b>Certified Nursing Assistant</b>		
104A	Day	Per Hour	\$
104AA	Evening/Nights/Weekends	Per Hour	\$
104AB	Holiday (Day)	Per Hour	\$
104AC	Holiday Evening/Nights/Weekends	Per Hour	\$

## Nursing Services for Department of Health

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
105	<b>Medical Assistant</b>		
105A	Day	Per Hour	\$
105AA	Evening/Nights/Weekends	Per Hour	\$
105AB	Holiday (Day)	Per Hour	\$
105AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
106	<b>Medical Records Technician</b>		
106A	Day	Per Hour	\$
106AA	Evening/Nights/Weekends	Per Hour	\$
106AB	Holiday (Day)	Per Hour	\$
106AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
107	<b>Licensed Practical Nurse</b>		
107A	Day	Per Hour	\$
107AA	Evening/Nights/Weekends	Per Hour	\$
107AB	Holiday (Day)	Per Hour	\$
107AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
108	<b>Physician' s Assistant</b>		
108A	Day	Per Hour	\$
108AA	Evening/Nights/Weekends	Per Hour	\$
108AB	Holiday (Day)	Per Hour	\$
108AC	Holiday Evening/Nights/Weekends	Per Hour	\$
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
109	<b>Phlebotomist</b>		
109A	Day	Per Hour	\$
109AA	Evening/Nights/Weekends	Per Hour	\$
109AB	Holiday (Day)	Per Hour	\$
109AC	Holiday Evening/Nights/Weekends	Per Hour	\$

**OPTION YEAR 2**

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
201	Registered Nurse I		
201A	Day	Per Hour	\$
201AA	Evening/Nights/Weekends	Per Hour	\$
201AB	Holiday (Day)	Per Hour	\$
201AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
202	Registered Nurse II		
202A	Day	Per Hour	\$
202AA	Evening/Nights/Weekends	Per Hour	\$
202AB	Holiday (Day)	Per Hour	\$
202AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
203	Registered Nurse Practitioner		
203A	Day	Per Hour	\$
203AA	Evening/Nights/Weekends	Per Hour	\$
203AB	Holiday (Day)	Per Hour	\$
203AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
204	<b>Certified Nursing Assistant</b>		
204A	Day	Per Hour	\$
204AA	Evening/Nights/Weekends	Per Hour	\$
204AB	Holiday (Day)	Per Hour	\$
204AC	Holiday Evening/Nights/Weekends	Per Hour	\$

## Nursing Services for Department of Health

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
205	<b>Medical Assistant</b>		
205A	Day	Per Hour	\$
205AA	Evening/Nights/Weekends	Per Hour	\$
205AB	Holiday (Day)	Per Hour	\$
205AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
206	<b>Medical Records Technician</b>		
206A	Day	Per Hour	\$
206AA	Evening/Nights/Weekends	Per Hour	\$
206AB	Holiday (Day)	Per Hour	\$
206AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
207	<b>Licensed Practical Nurse</b>		
207A	Day	Per Hour	\$
207AA	Evening/Nights/Weekends	Per Hour	\$
207AB	Holiday (Day)	Per Hour	\$
207AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
208	<b>Physician' s Assistant</b>		
208A	Day	Per Hour	\$
208AA	Evening/Nights/Weekends	Per Hour	\$
208AB	Holiday (Day)	Per Hour	\$
208AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
209	<b>Phlebotomist</b>		
209A	Day	Per Hour	\$
209AA	Evening/Nights/Weekends	Per Hour	\$
209AB	Holiday (Day)	Per Hour	\$
209AC	Holiday Evening/Nights/Weekends	Per Hour	\$

**OPTION YEAR 3**

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
301	Registered Nurse I		
301A	Day	Per Hour	\$
301AA	Evening/Nights/Weekends	Per Hour	\$
301AB	Holiday (Day)	Per Hour	\$
301AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
302	Registered Nurse II		
302A	Day	Per Hour	\$
302AA	Evening/Nights/Weekends	Per Hour	\$
302AB	Holiday (Day)	Per Hour	\$
302AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
303	Registered Nurse Practitioner		
303A	Day	Per Hour	\$
303AA	Evening/Nights/Weekends	Per Hour	\$
303AB	Holiday (Day)	Per Hour	\$
303AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
304	<b>Certified Nursing Assistant</b>		
304A	Day	Per Hour	\$
304AA	Evening/Nights/Weekends	Per Hour	\$
304AB	Holiday (Day)	Per Hour	\$
304AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
305	<b>Medical Assistant</b>		
305A	Day	Per Hour	\$
305AA	Evening/Nights/Weekends	Per Hour	\$
305AB	Holiday (Day)	Per Hour	\$
305AC	Holiday Evening/Nights/Weekends	Per Hour	\$
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
306	<b>Medical Records Technician</b>		
306A	Day	Per Hour	\$
306AA	Evening/Nights/Weekends	Per Hour	\$
306AB	Holiday (Day)	Per Hour	\$
306AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
307	<b>Licensed Practical Nurse</b>		
307A	Day	Per Hour	\$
307AA	Evening/Nights/Weekends	Per Hour	\$
307AB	Holiday (Day)	Per Hour	\$
307AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
308	<b>Physician's Assistant</b>		
308A	Day	Per Hour	\$
308AA	Evening/Nights/Weekends	Per Hour	\$
308AB	Holiday (Day)	Per Hour	\$
308AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
309	<b>Phlebotomist</b>		
309A	Day	Per Hour	\$
309AA	Evening/Nights/Weekends	Per Hour	\$
309AB	Holiday (Day)	Per Hour	\$
309AC	Holiday Evening/Nights/Weekends	Per Hour	\$

### OPTION YEAR 4

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
401	Registered Nurse I		
401A	Day	Per Hour	\$
401AA	Evening/Nights/Weekends	Per Hour	\$
401AB	Holiday (Day)	Per Hour	\$
401AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
402	Registered Nurse II		
402A	Day	Per Hour	\$
402AA	Evening/Nights/Weekends	Per Hour	\$
402AB	Holiday (Day)	Per Hour	\$
402AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
403	Registered Nurse Practitioner		
403A	Day	Per Hour	\$
403AA	Evening/Nights/Weekends	Per Hour	\$
403AB	Holiday (Day)	Per Hour	\$
403AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
404	<b>Certified Nursing Assistant</b>		
404A	Day	Per Hour	\$
404AA	Evening/Nights/Weekends	Per Hour	\$
404AB	Holiday (Day)	Per Hour	\$
404AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
405	<b>Medical Assistant</b>		
405A	Day	Per Hour	\$
405AA	Evening/Nights/Weekends	Per Hour	\$
405AB	Holiday (Day)	Per Hour	\$
405AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
406	<b>Medical Records Technician</b>		
406A	Day	Per Hour	\$
406AA	Evening/Nights/Weekends	Per Hour	\$
406AB	Holiday (Day)	Per Hour	\$
406AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
407	<b>Licensed Practical Nurse</b>		
407A	Day	Per Hour	\$
407AA	Evening/Nights/Weekends	Per Hour	\$
407AB	Holiday (Day)	Per Hour	\$
407AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
408	<b>Physician's Assistant</b>		
408A	Day	Per Hour	\$
408AA	Evening/Nights/Weekends	Per Hour	\$
408AB	Holiday (Day)	Per Hour	\$
408AC	Holiday Evening/Nights/Weekends	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
409	<b>Phlebotomist</b>		

409A	Day	Per Hour	\$
409AA	Evening/Nights/Weekends	Per Hour	\$
409AB	Holiday (Day)	Per Hour	\$
409AC	Holiday Evening/Nights/Weekends	Per Hour	\$

## **SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE**

### **C.1 Scope of Human Care Service:**

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 subsections C.6.2 through C.13.

DOH seeks Providers licensed in the District of Columbia to provide registered Nurses I and II, registered nurse practitioners, licensed practical nurses, certified nursing assistant, medical record technicians, nursing assistants, phlebotomist, medical assistants, and physician assistants to provide medical services to **District residents and eligible persons** under the care of DOH.

DOH needs access to health care professionals capable of providing a full range of medical services, including initial medical screenings, full compliment of diagnostic and assessment services and treatment for minor acute illnesses and injuries as well as urgent, emergency and chronic care. The Provider's staff shall be prepared to perform routine and emergency care as described in section C.6.2 at locations utilized by DOH for the care of residents and eligible persons. Providers shall perform all work, and furnish all labor necessary for the performance of each task order as specified in the terms and conditions delineated in the statement of work/under this human care agreement.

Medical professionals who provide services under the resulting human care agreements are required to be licensed under the D.C. Health Occupation Revision Act of 1985, effective March 25, 1986(D.C. Law 6-99), D.C. Code, Section 2-3301.4.

### **C.2 Background**

The DOH Immunization Program is responsible for reducing and eliminating morbidity and mortality due to vaccine preventable diseases and to improve and maintain high immunization levels among District of Columbia residents. The Program provides free immunization services to uninsured and underinsured District of Columbia residents. The Immunization Program works with other agencies, such as Medicaid, the Community Health Centers (CHC), and the Early Period Screening Detection and Treatment (EPSDT) Program, that deliver immunization services. The Program accomplishes its goals through direct vaccine services, education, immunization record assessment, disease surveillance, and outbreak control.

In addition, DOH oversees the Addiction Prevention and Recovery Administration (APRA) which is the Single State Agency (SSA) for substance abuse treatment services in the District of Columbia. It is responsible for developing and enforcing the highest quality regulatory standards additions; to prevent Alcohol, Tobacco and Other Drug (ATOD) addiction; and to identify, treat and rehabilitate persons, giving priority to residents of the District.

To effectively reach eligible District residents and families, the Department must provide medical related treatment services from healthcare professionals on a routine basis to reach the medically underserved persons at both traditional (medical home or primary care provider’s office) and non-traditional sites such as at community sponsored events, including health fairs. The proposed services will enable the District to provide comprehensive pre-treatment intake assessments and effective treatment services at DOH inpatient and outpatient treatment facilities throughout the District of Columbia and also provide interagency collaborations that meet the multiple and complex needs of District residents and their families.

**C.3 Applicable Documents**

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title	Date
1	<i>National Quality Assurance Standards</i>	<p><i>D.C. Health Occupation Revision Act of 1985</i></p> <p><b>Information on how to obtain this document can be found at:</b>  <a href="http://os.dc.gov/os">http://os.dc.gov/os</a></p> <p>Office of Documents and Administrative Issuances                      441 4th Street, NW, Suite 520S                      Washington, DC 20001                      202 727-5090</p>	3/1995

2	<i>National Quality Assurance Standards</i>	<p>Recommended Recommendation on Immunizations Recommended Childhood &amp; Adolescent Immunization Schedule Recommended Adult Immunization Schedule</p> <p><b>Information on how to obtain this document can be found at:</b> <a href="http://www.cdc.gov/nip/">http://www.cdc.gov/nip/</a></p> <p>Office of Documents and Administrative Issuances 441 4th Street, NW, Suite 520S Washington, DC 20001</p>	Center on Disease Control-Current Schedule
3	<i>National Quality Assurance Standards</i>	<p><b>D.C. Law 3-20: Immunization of School Students Act of 1979</b></p> <p><b>Information on this document may be obtained from:</b> <a href="http://www.cdc.gov/nip/">http://www.cdc.gov/nip/</a></p>	Center on Disease Control Current Schedule
4	DHHS Publication (SMA) 97-3138	<p>Confidentiality of Patient Records for Alcohol and other Drug Treatment</p> <p>Information on how to obtain this document can be found at: <a href="http://www.apha.org">http://www.apha.org</a> 800 I Street N.W. Washington, DC 20001-3710 202 777-APHA</p>	1997
5	Industry Standards	<p>American Public Health Association's (APHA) Standards for Correctional Institutions</p> <p>Information on how to obtain this document can be found at: <a href="http://www.apha.org">http://www.apha.org</a> 800 I Street N.W. Washington, DC 20001-3710 202 777-APHA</p>	1986

#### **C.4 Definitions**

**C.4.1 Human Care Services** - education, or special education, health, human, or social services 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.

**C.4.2 Human Care Agreement** - A written agreement for the procurement of education or special education, health , human or social services pursuant to the D.C. Official Code, Section 2-303.06a, 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.4.3 Provider** - A consultant, vendor or provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into contractual agreement with the District of Columbia

**C.4.4 Qualified Personnel** - Persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction, such as administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists or audiologists, pharmacists, patient activity specialists, psychologists and professional counselors, and social workers.

**C.4.5 Screening, Referral and Assessment Services** – the process of gathering and evaluating relevant information about an individual to determine initial admission for rehabilitation program services and development of an initial treatment plan and referral.

**C.4.6 Visit** - is defined as patient presenting to the program for a treatment session

#### **C.5 Compliance With Service Rates**

**C.5.1** All human care services shall be provided, and the District shall only pay, in accordance with the service 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.6** **Method of Delivery of Services**

**C.6.1** **District Responsibilities**

The Department of Health (DOH) will:

**C.6.1.2** Review resumes of potential employees before employee report to assigned duties in accordance with section C.6.3 of this solicitation.

**C.6.1.3** Conduct orientation sessions for each registered nurse consisting of supervised on- the- job training for three (3) eight (8) hour day shifts and three (3) eight (8) hour night shifts.

**C.6.1.4** Supply the Provider with a weekly schedule detailing the number and designated location of staff needed at least one week in advance.

**C.6.1.5** The schedule for providing services will be established as part of the ISP and failure to maintain that schedule without prior modification may result in termination of the service by the Contracting Officer.

**C.6.1.6** Be responsible for the effective care coordination of each consumer for medical services.

**C.6.2** **Specific Requirements**

**C.6.2.1** The Provider shall provide sufficient qualified staff on a daily basis including days, nights, weekends and holidays, day and night, to perform duties which include, but not limited to the following:

**C.6.2.1.1** **Registered Nurses**

The Registered Nurse shall:

- C.6.2.1.1.1** Perform initial assessment, health history, nursing assessment, risk assessment, routine laboratory studies as indicated or directed on every consumer within two (2) hours of consumer's arrival.
- C.6.2.1.1.2** Perform visual, audiological screening, tuberculosis (TB) test within twenty-four (24) hours of admission, including reading TB test within forty-eight (48) hours of consumer admission and enter all information in consumers' medical chart as indicated or directed.
- C.6.2.1.1.3** Provide general nursing services, treatment of minor acute illness, referrals for specialty care, emergency treatment, triage and transfer to outside hospital when necessary.
- C.6.2.1.1.4** Document nursing notes, observations of specific physical or behavioral signs and symptoms.
- C.6.2.1.1.5** Administer prescribed medication as ordered by a physician. Transcribe orders to the appropriate medication administration record. Order medications from pharmacy and check for accuracy when receiving medications before storing in a secure area.
- C.6.2.1.1.6** Perform proper disposition of used hypodermic apparatus and biohazard waste.
- C.6.2.1.1.7** Complete green line status notification forms on patients when indicated.
- C.6.2.1.1.8** Provide medical evaluations of patients placed in restraints.
- C.6.2.1.1.9** Perform trauma evaluation, including a body chart, as required under American Public Health Association Standard (APHA) (Applicable Document # 5) Guidelines for Correctional Institutions and Office of Medical Assistance to Social Services (OMASS) policy and program procedures. Document in specific details, superficial wounds, burns, skin infections and sutured wounds.
- C.6.2.1.1.10** Provide health education on a one-to-one (Nurse to Consumer) basis in the medical unit
- C.6.2.1.1.11** Provide treatment and/or medications in emergency situations in accordance with

OMASS medical services/nursing treatment protocols.

- C.6.2.1.1.12** Make rounds segregation a minimum of once per shift, and record notes on all residents in the medical chart. Evaluate symptoms, reactions and the progress of patients on a periodic basis and report problems to the supervisor.
- C.6.2.1.1.13** Document all treatment contacts by using problem-orientation medical record system to chart the treatment of consumer and maintain confidentiality of medical records.
- C.6.2.1.1.14** Maintain security while administering medications and be continually cognizant of the potential hazard of drug hoarding and drug trafficking among residents. Monitors medication compliance.
- C.6.2.1.1.15** Participate in an orientation consisting of supervised on the job training for three (3) eight (8) hour day shifts and three (3) eight (8) hour night shifts. Participate in continuing education and in-service training. Participate in educational health programs.
- C.6.2.1.1.16** Prepare special reports as needed and perform other related duties.
- C.6.2.1.1.17** Transcribe medication orders onto Medical and Treatment Records (MTR) with names and title. Sign off on all medications after administration.
- C.6.2.1.1.18** Make an initial check of the unit to ensure that the medication supply is safeguarded and that adequate medical supplies are available. Fill out drug requisitions for medication needing to be re-stocked. Count controlled drugs and Sharps with the off-going nurse. Remain on unit until relief nurse counts controlled drugs and only accept key if count is correct. Keep controlled drugs under double lock at all times and notify supervisor of any incidents involving medication.
- C.6.2.1.1.19** Provide weekend coverage on a rotational basis.
- C.6.2.1.1.20** Consult with a Supervisory Nurse if any questions arise pertaining to physician's orders, medication availability or any other aspects of medical care. Refer any medical problems to the next level provider (medical director or designee) upon negative examination findings.
- C.6.2.1.1.21** Perform Intake Receiving Screening.

- C.6.2.1.1.22** Review Intake Receiving Screenings. Follow up as necessary.
- C.6.2.1.1.23** Perform all duties of nursing services as qualified to include, but not limited to: patient transport, blood drawing, EKG' s, etc.
- C.6.2.1.1.24** Assist in health education and discharge instructions.
- C.6.2.1.1.25** Administer medications as prescribed and document in the Medication Administration Record (MAR).
- C.6.2.1.1.26** Assist in patient consultant/referral process.
- C.6.2.1.1.27** Recognize medical emergencies and respond appropriately.
- C.6.2.1.1.28** Under general supervision, plan, direct, and evaluate total nursing care and functions in accordance with established philosophy while expediting patient progression through nursing, physician and physician extender care process.
- C.6.2.1.1.29** Cooperate and maintain a good rapport with nursing staff, medical staff, other departments, and visitors.
- C.6.2.1.1.30** Maintain acceptable standards of patient care consistent with DOH policies.
- C.6.2.1.1.31** Obtain basic information from resident/patient and update file by entering, retrieving and storing data.
- C.6.2.1.1.32** Maintain telephone coverage.
- C.6.2.1.1.33** Advise residents/patients about access to medical services.
- C.6.2.1.1.34** Participate in Quality Improvement Plan.
- C.6.2.1.1.35** Participate in disinfecting, cleaning and daily maintenance checks of medical equipment.
- C.6.2.1.1.36** Provide necessary documentation on all logs.

**C.6.2.1.1.37** Participate in Disaster Drills.

**C.6.2.1.1.38** Other duties as assigned.

**C.6.2.1.2. Licensed Practical Nurse**

The Licensed Practical Nurse shall:

**C.6.2.1.2.1** Administer prescribed anti-tuberculosis medication and intradermal PPD skin test solution for the purpose of screening and treatment of tuberculosis.

**C.6.2.1.2.2** Monitor patients on anti-tuberculosis therapy for signs and symptoms of adverse drug reactions during the entire course of their treatment.

**C.6.2.1.2.3** Perform phlebotomy on patients requiring laboratory work of blood specimens, and assure completion and accuracy of accompanying paperwork for laboratory processing.

**C.6.2.1.2.4** Maintain attendance records on patients receiving clinically administered directly observed preventive therapy, and patients receiving preventive therapy refills.

**C.6.2.1.2.5** Perform call-back of preventive therapy patients, who have missed appointments, to help increase treatment completion.

**C.6.2.1.2.6** Assist the clinic physicians in providing patients with take home medication by making recommendations based on clinical judgment, treatment plan and patient's past and present behavior.

**C.6.2.1.2.7** Prepare medication for directly observed therapy patients.

**C.6.2.1.2.8** Enter patient treatment, intake and clinical data in the computerized patient database and help to compile program statistics as needed.

**C.6.2.1.2.9** Collect sputum samples from suspect- and active-TB patients as requested by physicians.

- C.6.2.1.2.10** Prepare sputum for transport to the mycobacteriology laboratory by completing all necessary paperwork and packaging, as needed.
- C.6.2.1.2.11** Maintain clinical charts on active TB patients and those being treated for latent TB infection. This includes careful documentation of medications and treatment information.
- C.6.2.1.2.12** Conduct, and document, a bi-monthly inventory of anti-tuberculosis drugs, medical supplies and PPD solution, to assure proper maintenance of pharmaceutical and clinical supply stock.
- C.6.2.1.2.13** Participate with the clinical team in the development and implementation of the patient treatment plan; participate in discussion of possible improvement in treatment and case management.
- C.6.2.1.2.14** Provide patient education on tuberculosis and other health matters as needed to promote better general patient health and aid in improving response to TB treatment.
- C.6.2.1.2.15** Participate in weekly patient case conference.
- C.6.2.1.2.16** Perform other duties as assigned.

**C.6.2.1.3 Registered Nurse Practitioners**

The Registered Nurse Practitioners shall:

- C.6.2.1.3.1** Plans, directs, and evaluates total nursing care and functions in accordance with established philosophy.
- C.6.2.1.3.2** Responsible for orientation, training, and management of nursing personnel.
- C.6.2.1.3.3** Relate effectively with other shifts for continuity of care; maintains satisfactory relations with other departments and nursing units; participates in all phases of education, maintenance of records, and upgrading of policies, procedures, and skills of nursing personnel.
- C.6.2.1.3.4** Diagnose and manage acute episodic and chronic illnesses.

- C.6.2.1.3.5 Emphasize health promotion and disease prevention.
- C.6.2.1.3.6 Order, conduct, supervises and interprets diagnostic and laboratory tests.
- C.6.2.1.3.7 Prescribe pharmacological agents and non pharmacological therapies.
- C.6.2.1.3.8 Serve as health care interdisciplinary consultants and patient advocates.
- C.6.2.1.3.9 Participate as a team member in the provision of health and medical care interacting with professional colleagues to provide comprehensive care.
- C.6.2.1.3.10 Make appropriate referrals to other health professionals and community agencies.
- C.6.2.1.3.11 Determine the effectiveness of the treatment plan with documentation of patient care outcomes
- C.6.2.1.3.12 Reassess and modify treatment plans with the patient and other team members as necessary to achieve health and medical goals.

C.6.2.1.4 **Certified Nursing Assistant**

The Certified Nursing Assistant shall:

- C.6.2.1.4.1 Check medication refrigerator temperature and record on appropriate sheet.
- C.6.2.1.4.2 Notify Charge Nurse of temperature above 98 degrees/46 degrees Celsius.
- C.6.2.1.4.3 Assist with administration of medications.
- C.6.2.1.4.4 Assist Clinic Staff with performing Audio/Visual screening.
- C.6.2.1.4.5 Assist in obtaining screening histories on patients.
- C.6.2.1.4.6 Assist Clinic staff with obtaining vital signs – Perform Blood Pressure Readings, Measure Pulse, Respiration, (report abnormal findings), Temperature, Weight and Height (document appropriately according to OHYC facilities’ Policies and Procedures).

- C.6.2.1.4.7 Update new admissions, statistics work sheet daily.
- C.6.2.1.4.8 Update immunization work daily sheet for committed consumer.
- C.6.2.1.4.9 Prepare charts for new admissions – ensure individual documents are completed with the consumer’s name, date of birth, date of admission and social file number.
- C.6.2.1.4.10 Prepare for performing urine dipstick testing on specimens obtained from newly admitted consumers. Document and notify charge nurse of all abnormal findings.
- C.6.2.1.4.11 Replenish medical supplies, soufflé cups, one ounce cups, DNA probes, red and purple top tubes and clinic forms needed.
- C.6.2.1.4.12 Obtain various specimens to separate and draw off serum as needed.
- C.6.2.1.4.13 Provide one-on-one services- for sensory stimulation and environmental orientation purposes
- C.6.2.1.4.14 Provide one-on-one services- for performing Range of Motion exercises
- C.6.2.1.4.15 Provide one-on-one services- for the recommendations, goals and objectives from the Individual Support Plan.
- C.6.2.1.4.16 Provide one-on-one services- for escorting consumers to recreational activities and medical appointments and other socialization activities.
- C.6.2.1.4.17 Provide one-on-one services for ensuring that all medical care is provided such as G-tube, Tracheotomy care wound care, feeding, positioning etc.
- C.6.2.1.4.18 Provide one-on-one services to assist in providing personal care, grooming, oral hygiene care, and all other adaptive daily living areas.
- C.6.2.1.4.19 Provide to be defined one-on-one services to assist in providing support or consumers consistent with the consumer's ISP

- C.6.2.1.4.20 Prepare laboratory slips (with the same information completed on charts for new admissions) for various types of diagnostic tests to be performed and prepare all specimens to be forwarded to the appropriate laboratory for diagnostic testing.
- C.6.2.1.4.21 Report any damaged or malfunctioning equipment promptly to responsible clinic staff.
- C.6.2.1.4.22 Coordinate with the medical supply technician to ensure adequate medical supplies are on hand for each shift. On the fifth day of each month, provide report to the charge nurse on all clinical supplies on hand in the medical clinic.
- C.6.2.1.4.23 Assist with housekeeping in the medical clinic to maintain a clean and healthy environment.
- C.6.2.1.4.25 Perform other duties as assigned.

C.6.2.1.5 **Medical Assistant**

The Medical Assistant shall:

- C.6.2.1.5.1 Assist with patient treatment and physical exams
- C.6.2.1.5.2 Check patient vital signs and blood pressure
- C.6.2.1.5.3 Sterilize and prepare medical instruments.
- C.6.2.1.5.4 Perform phlebotomy, injections and catheters.
- C.6.2.1.5.5 Perform a variety of patient care, office, and laboratory duties to assist in day-to-day operations with doctors, physician assistants or nurses.
- C.6.2.1.5.6 Report any damaged or malfunctioning equipment promptly to responsible clinic staff.
- C.6.2.1.5.7 Assist with tidying in the medical clinic to maintain a clean and healthy environment.

C.6.2.1.5.8 Perform other duties as assigned.

C.6.2.1.6 **Medical Records Technician**

The Medical Records Technician shall:

C.6.2.1.6.1 Be responsible for the ongoing implementation and administration of DOH's medical records in accordance with APHA Standards of Correctional Institutions (Applicable Document 5).

C.6.2.1.6.2 Monitor the daily management of the medical records.

C.6.2.1.6.3 Serve as the lead person on managing client files and client information.

C.6.2.1.6.4 Assist in the development of medical records policies and procedures for DOH storage and retrieval of records.

C.6.2.1.6.5 Implement records retrieval system in cooperation with DOH managers in response to confidential inquiries.

C.6.2.1.6.6 Review quality assurance reports relative to the condition of the medical files on clients.

C.6.2.1.6.7 Alert supervisory medical officer of any problems regarding the management of medical records.

C.6.2.1.6.8 Establish and maintain collaborative relationships with medical clerks at all DOH units.

C.6.2.1.7 **Physician Assistant**

The Physician Assistant shall:

C.6.2.1.7.1 Conduct daily sick call, interview patients, establish diagnostic impressions, record signs and symptoms and request appropriate laboratory procedures, treatment and medications for routine illnesses.

- C.6.2.1.7.2 Assist the physician in performing more complex diagnoses and treatments.
- C.6.2.1.7.3 Conduct patient histories and physicals in accordance with APHA Standards of Correctional Institutions (Applicable Document 5).
- C.6.2.1.7.4 Initiate appropriate evaluation and management in emergency situations including, but not limited to, cardiac arrest, respiratory distress, severe injuries, burns and hemorrhage.
- C.6.2.1.7.5 Perform minor surgical procedures including, but not limited to, suturing lacerations, incision and drainage and performing bladder catheterizations.
- C.6.2.1.7.6 Administer medications, intravenous fluids and injections as directed by a physician and assist in preliminary interpretation of laboratory data and radiographs.
- C.6.2.1.7.7 Provide some aspects of nursing care to patients as directed by a physician including dispensing or administration of medications, including, but not limited to, narcotics and antibiotics, orally, rectally, topically or parenterally.
- C.6.2.1.7.8 Assist patients in physical therapy as prescribed.
- C.6.2.1.7.9 Maintain current, accurate and complete medical records reflecting the conditions of the patient and status of medical care and treatment rendered.
- C.6.2.1.7.10 Monitor patients for any adverse reactions or changes in status and reporting these changes to the attending physician.
- C.6.2.1.7.11 Assist the physicians on daily ward rounds and assure orders are carried out as directed.
- C.6.2.1.7.12 Supervise the preparation of laboratory specimens and assure the timely delivery and return of test results and the recording and dissemination of the information.

**C.6.2.1.7.13 Phlebotomist**

The Phlebotomist shall:

**C.6.2.1.7.14** Perform phlebotomy on patients requiring laboratory work of blood specimens, and assure completion and accuracy of accompanying paperwork for laboratory processing.

**C.6.3 General Staffing Requirements**

C.6.3.1 Upon request, providers shall submit resumes, for DOH approval, of each staff member providing services under this human care agreement. Resumes shall be available for review to ensure provider's staff meet the following minimum knowledge, skills and qualifications requirements:

C.6.3.1.1 Shall possess a minimum of one (1) years direct experience in as substance abuse/addiction treatment facility and where applicable, a minimum of six (6) months, direct experience in a methadone treatment facility.

**C.6.3.1.2 Registered Nurses:**

**C.6.3.1.3** Be in possession of a current District of Columbia (DC) Registered Nurses license and free from disciplinary actions.

**C.6.3.1.4** Knowledge and skill in application of the team approach in providing patient care.

**C.6.3.1.5** Knowledge of Federal and State specific legislation and court orders that apply to mandated programs, which are provided in a clinical setting.

**C.6.3.1.6** Knowledge of current medical management and the ability to interpret treatment regime to patients, families and significant others.

C.6.3.1.7 Knowledge of routine and special drugs including normal dosage, administration, action, interaction and adverse reactions.

C.6.3.1.8 Possess skills in life support techniques.

- C.6.3.1.9 Skills in evaluating the effectiveness of the nursing care plan and amassing appropriate changes in accordance with APHA Standards of Correctional Institutions (Applicable Document 5).
- C.6.3.1.10 Knowledge of community resources in order to provide continuity of patient care.
- C.6.3.1.11 At least two (2) years of continuous clinical medical/surgical experience in a health care setting.
- C.6.3.1.12 Possess a current Basic Care Life Support (BCLS)/CPR card with valid expiration date
- C.6.3.1.13 Have at least two (2) years experience in clinical medicine

#### **C.6.4 Licensed Practical Nurses**

- C.6.4.1 Be in possession of a current District of Columbia (DC) Licensed Practical Nurses license and free from disciplinary actions.
- C.6.4.2 Knowledge and skill in application of the team approach in providing patient care.
- C.6.4.3 Knowledge of Federal and State specific legislation and court orders that apply to mandated programs, which are provided in a clinical setting.
- C.6.4.4 Knowledge of current medical management and the ability to interpret treatment regime to patients, families and significant others.
- C.6.4.5 Knowledge of routine and special drugs including normal dosage, administration, action, interaction and adverse reactions.
- C.6.4.6 Possess skills in life support techniques.
- C.6.4.7 Skills in evaluating the effectiveness of the nursing care plan and amassing appropriate changes in accordance with APHA Standards of Correctional Institutions (Applicable Document 5).
- C.6.4.8 Knowledge of community resources in order to provide continuity of patient care.

- C.6.4.9 At least two (2) years of continuous clinical medical/surgical experience in a health care setting.
- C.6.4.10 Possess a current Basic Care Life Support (BCLS)/CPR card with valid expiration date
- C.6.4.11 Have at least two (2) years experience in clinical medicine
- C.6.4.12** Bilingual Speaking individual sensitive within the African-American, Latino and Asian – Pacific Communities.

**C.6.5 Registered Nurse Practitioner**

- C.6.5.1 Be in possession of a current District of Columbia (DC) Registered Nurses license and free from disciplinary actions.
- C.6.5.2 Have successfully completed an accredited nurse practitioner program of study
- C.6.5.3 Be certified as a nurse practitioner by the American Nurses Credentialing Center or other recognized national certifying bodies that have established standards for nurse practitioners.
- C.6.5.4 Knowledge and skill in application of the team approach in providing patient care.
- C.6.5.5 Knowledge of Federal and State specific legislation and court orders that apply to mandated programs, which are provided in a clinical setting.
- C.6.5.6 Knowledge of current medical management and the ability to interpret treatment regime to patients, families and significant others.
- C.6.5.7 Knowledge of routine and special drugs including normal dosage, administration, action, interaction and adverse reactions.
- C.6.5.8 Possess skills in life support techniques.

C.6.5.9 Skills in evaluating the effectiveness of the nursing care plan and amassing appropriate changes in accordance with APHA Standards of Correctional Institutions (Applicable Document 5).

C.6.5.10 Knowledge of community resources in order to provide continuity of patient care.

#### **C.6.6 Certified Nursing Assistant**

C.6.6.1 Ability to take residents' vital signs, temperature, pulse and respiration. Report to Physician Assistants and other medical staff.

C.6.6.2 Ability to provide a complete up-to-date report of the health status as needed on the resident, in collaboration with physician and other health care personnel.

C.6.6.3 Ability to perform routine admission screenings specific to the facility such as audio and vision screenings, urinalysis dipstick, check vital signs and report to the Registered Nurse, Physician Assistant and Physician.

C.6.6.4 Ability to follow prepared worksheet for the day.

C.6.6.5 Ability to assist health care professionals to support and meet the needs of the consumer population such as with emergency and routine treatments.

C.6.6.6 Skill in communicating with the health care team any changes in medical condition verbalized by resident(s).

C.6.6.7 Must have a high school diploma or GED certificate with proof of completion of basic nursing assistant consistent with District of Columbia certification requirements or completion of a state examination that includes clinical requirements

C.6.6.8 Have a current DC certificate as a Certified Nursing Assistant (CNA)

C.6.6.9 Have a current Basic Care Life Support (BCLS)/CPR card with valid expiration date

**C.6.7 Medical Assistant**

- C.6.7.1 Graduate of a formal program in medical assisting including, but not limited to, a program offered in vocational-technical high school, post secondary vocational school, community and junior college, or in a college or university.
- C.6.7.2 Knowledge of laboratory techniques, clinical and diagnostic procedures, pharmaceutical principles, medication administration, and first aid.
- C.6.7.3 General knowledge of office practices, patient relations, medical law, and ethics.
- C.6.7.4 Ability to follow prepared worksheet for the day.
- C.6.7.5 Ability to assist health care professionals to support and meet the needs of the consumer population such as with emergency and routine treatments.
- C.6.7.6 Skill in communicating with the health care team any changes in medical condition verbalized by resident(s).
- C.6.7.7 A full command—verbal and written—of the English language

**C.6.8 Medical Records Technician**

- C.6.8.1 Knowledge of theories and principles of records management and information.
- C.6.8.2 Knowledge of structure and methodology of quality assurance audits.
- C.6.8.3 Knowledge and skill in the concepts of coordination and collaboration.
- C.6.8.4 Knowledge of policies regarding confidentiality.
- C.6.8.5 Knowledge and skill in data collection, analysis and evaluation.
- C.6.8.6 Knowledge and skill in oral and written communication.

- C.6.8.7 High School Diploma or GED Certificate.
- C.6.8.8 Proof of completion of training and state requirements for medical records maintenance and/or extensive experience in the maintenance of medical records in a recognized medical institution.
- C.6.8.9 At least one year of clerical experience, preferably in a correctional health care environment.
- C.6.8.10 Clerical skills that must include, computer and word processing skills, and familiarity with various types of office machines.
- C.6.8.11 Effective verbal and written communication skills and interpersonal skills when answering phones and relaying information.
- C.6.8.12 Must possess coordination skills that include attention to detail.
- C.6.8.13 Must have a valid CPR certificate.

**C.6.9 Physician Assistant**

- C.6.9.1 At least two (2) years of clinical Medical/Surgical (MED/SURG) experience
- C.6.9.2 At least two (2) years experience in clinical adolescent medicine
- C.6.9.3 A valid Cardio-Pulmonary Resuscitation (CPR) Certification
- C.6.9.4 At least one (1) year experience in correctional medicine/health is preferable
- C.6.9.5 Be licensed by the District of Columbia, to practice as a Physician's Assistant in accordance with District of Columbia law

**C.6.10 Phlebotomist**

- C.6.10.1 Perform phlebotomy on patients requiring laboratory work of blood specimens, and assure completion and accuracy of accompanying paperwork for laboratory processing.

- C6.10.2** At least two (2) years experience in clinical adolescent medicine
- C.6.10.3** A valid Cardio-Pulmonary Resuscitation (CPR) Certification
- C.6.10.4** Be licensed by the District of Columbia, to practice as a Phlebotomist in accordance with District of Columbia law
- C.7** The Provider's employees shall report to duty location as specified in the human care agreement task order/statement of work
  - C.7.1** The Provider's employees shall be able to communicate both orally and in written English.
    - C.7.1.2** The Provider's employees shall be familiar with and adhere to the American Public Health Association (APHA) Standards for Correctional Institutional and the National Commission on Correctional Health Care (NCCHC), which are available for review at the Office of Medical Affairs for Social Services.
    - C.7.1.3** The Provider shall provide agency photo identification for each nurse under this agreement indicating that nurse is providing services for the D.C. Department of Health. This identification shall also include nurse's name and title.
    - C.7.1.4** The Provider shall maintain documents that each staff person possesses the requisite training, qualifications, and competence to perform the duties to which they are assigned.
    - C.7.1.5** The Provider shall maintain complete written job descriptions within the program, which shall include the Provider's files and be available for inspection on request. Job descriptions shall include education and/or licensing certification criteria, a description of duties and responsibilities, hours of work, salary range and performance criteria.
    - C.7.1.6** The Provider shall maintain an individual personnel file for each staff person, which contains the application of employment, professional references, applicable credential/certifications, records of required medical examination, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's actions with respect to the allegations and date shall be made available to the Contracting Officer Technical

Representative (COTR) upon request.

- C.7.1.7** The Provider shall contribute to completion of DOH's ISP at the time of service and annually for the ISP if service continues.
- C.7.1.8** All qualified personnel who are utilized in the provision of services shall be available, as needed and upon request, for consultations with consumers, parents, advocates, support staff, and DOH personnel.
- C.7.1.9** All qualified personnel shall attend administrative due process hearings, U.S. District Court, and other meetings designated by DOH.
- C.7.1.10** When deemed necessary, a designated DOH staff member may request the completion of an emergency intervention. After the emergency intervention any note, proposed amendments or other changes should be presented to the multi-disciplinary team.
- C.7.1.11** The Provider shall submit on a monthly basis a status report to the case manager for review. Each status report shall indicate the consumer's current condition, any incidents, progress and any data collection of program goals and Behavior Support Plan.
- C.7.1.12** The Provider shall submit to the case manager on a monthly basis, a summary of the total number of hours of one on one services provided by each staff person.
- C.7.1.13** The Provider's employees shall abide by the rules and regulations governing the entry/exit to and from DOH facilities and assure security of all medical instruments and supplies within their control.
- C.7.1.14** The Provider's employees shall make sure each consumer's clinical records are available for review by staff responsible for the medical care or monitoring of the consumer.
- C.7.1.15** The Provider's employees shall be held accountable for missing or damaged equipment and supplies while under the use and care of the service provider.
- C.8.** The Provider shall adhere to the following staff security requirements:

- C.8.1** In accordance with DC Official Code 44-551 et seq., the Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report. Provider's staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.
- C.8.2** After award of this Human Care Agreement, the Provider shall certify receipt of criminal history records, as described in C.8.1, of applicable Provider staff that performs services under this Human Care Agreement to the COTR. Any conviction or arrest of the Provider's employees will be reported through the COTR to the
- C.8.3** DOH/Office of Inspection and Compliance, which will determine the employee's suitability for performance under this Human Care Agreement. The criminal background check can be obtained at the Metropolitan Police Department by calling (202) 727-4245.
- C.8.4** The Provider shall disclose to DOH, 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 DOH Office of Inspection and Compliance, which will determine the employee's suitability for continued performance under this Human Care Agreement.
- C.8.5** The Provider shall certify receipt of medical clearance that each employee working under this human care agreement is free of communicable diseases. A physician holding a valid license issued by the jurisdiction in which the employee is licensed shall sign the medical clearance. The Provider shall not employ any staff to perform work under this human care agreement unless the said employee has received a medical clearance.
- C.8.6** The Provider's employees shall enter and leave DOH's secured facilities through an approved location designated by the COTR or designee. Any employee presence on the facility grounds during non-working hours is prohibited except as authorized by DOH Administrator or the COTR or designee. The District reserves the right to deny entry into either facility to any employee, Provider, or sub Provider during investigations of suspected violations of the law or DOH rules and regulations.

- C.8.7** The Provider shall instruct its employees to immediately report to the Administrator or Deputy Administrator of DOH any security or criminal violations they observe while on duty.
- C.8.8** The Provider's employees shall not bring into the facilities any form of weapon or contraband, and shall be subject to search when entering and leaving District facilities. While on any property belonging to the District of Columbia, the Provider's employees shall abide by all security rules and regulations of the facility and the Consumer Services Administration.
- C.8.9** The Provider shall provide no services unless the District makes an official referral and issues a task order to the Provider.
- C.9** The Provider shall provide healthcare services which are performed by Registered Nurses I and II, Registered Nurse Practitioner, Phlebotomist, Licensed Practical Nurse, Physician Assistants and Certified Nursing Assistants which will include, but not limited to the following duties:
- Assist the Program Medical Officer with procedures and examinations
  - Participate in conferences regarding patient/client care.
  - Monitor the vital signs, as required, of patients/clients admitted to acute and/or stabilization level of care.
  - Assessment and evaluation of the conditions of patients/clients at admission, treatment and discharge planning
  - Assist in maintaining and monitoring medical supplies and equipment.
  - Participate in patient/client health education and wellness groups.
  - Assist with the maintenance, storage, security and strict accountability of methadone
  - Complete required documentation as directed by the Pharmacy.
  - Complete nursing assessments and enter information into the ACIS, as required.
  - Assist the Supervisory Nurse with staffing schedules, statistical reports, memoranda, filing and other clerical/medical file tasks as required.
  - Perform other nursing duties as requested by the Agency's charge nurse, Program manager or Clinical Director
  - Comply with all State, Federal and DOH regulations regarding:
    - General patient/client healthcare
    - Medical Record maintenance
    - Universal precautions
    - Drawing blood

- Monitoring of vital signs
- Medication dispensing
- Monitoring the self administration of medication
- Infectious disease control

**C.10** The contractor shall ensure that each nurse employed under this Contract shall provide the following services but not limited to:

- Provide skilled immunization nursing care in non-traditional clinic settings;
- Participate in immunization update sessions regarding policies, procedures, recommendations and guidelines;
- Conducts general student assessment for compliance with D.C. Immunization Regulation, D.C. Law 3-20 and administer age-appropriate vaccines;
- Provide immunization assessment of adult populations and administer appropriate vaccines;
- Provide first aid and emergency care, as appropriate;
- Provide education and counseling regarding vaccines, side effects, contraindications, and follow-up to individuals and groups;
- Utilize and interpret Vaccine Information Statements (VIS) to parents/clients;
- Participate in immunization update sessions regarding policies, procedures, recommendations and guidelines;
- Complete reports related to Vaccine Adverse Reactions (VAERS) and assist in follow-up of adverse events;
- Monitor immunization reports, program data and patient activities.
- Collect and report statistical data monthly, annually or as requested by supervising nurse and other District officials;
- Assist in the evaluation of clinic productivity, patient flow and clinic locations and serve as an advocate for clinic and program planning activities;

- Maintain vaccine and clinic supply inventories. Complete required reporting forms;
- Assist the Children’s Program Coordinator in the ordering and distribution of vaccines to appropriate clinic locations;
- Monitor vaccine storage and handling to avoid vaccine waste and loss;
- Attend appropriate in-services, workshops and teleconferences to keep abreast of immunization practices and policies;
- Serve as a resource to other staff and community agencies regarding immunizations and participate in the epidemiological approach to disease prevention and health promotion through immunizations; and
- Assist in Clinic Assessment Software Application (CASA) reviews in private physician offices and Managed Care Organizations (MCO) to ensure vaccine standards and immunization standards are adhered to.

**C.11 Deliverables**

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow.

<b>Deliverable Number</b>	<b>Deliverable Name</b>	<b>Method of Delivery</b>	<b>Due Date</b>
1	Employee Files described in C.7.1.6 and C.6.3	1 hard copy clearly labeled with the following: - Deliverable Name Employee’s Name	Upon Request

2	DOH Unusual Incident Reports as described in F.6.3 and Attachment 2	1 hard copy clearly labeled with the following: - Deliverable Name - Facility - Employee's Name - Date Completed - Date	All Unusual Incident Reports shall be submitted via fax or telephone by the end of the shift in which the incident occurred and followed up with a written report to the COTR within 24 hours.
3	Case Manager Report as described in C.6.	1 hard copy clearly labeled with the following: - Deliverable Name - Date Completed - Date submitted	By the 15 <sup>th</sup> of each month
4	Certification of medical clearance described in C.6.3.4	1 hard copy clearly labeled with the following: - Deliverable Name - Employee's Name - Date Completed - Date submitted	Before employee reports to work at any DOH facility

### C.12 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 4.

### **C.13 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 subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

**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 6,8 or 16 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated April 2003, hereafter referred to as "Standard Contract Provisions", which is incorporated into this Agreement by reference.

**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 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/Human Care Agreement Administration**

- E.1.1 The Contracting Officer (CO) is the only District official authorized to bind contractually the District through signing a human care agreement or contract, and all documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Rotimi Osunsan, CPPB, CPM  
Contracting Officer  
Office of Contracting and Procurement  
Human Care Services/Supplies Cluster  
441-4<sup>th</sup> Street, N.W.  
Suite 706 North  
Washington, D.C. 20001  
Telephone Number: (202) 724-5248

Facsimile Number: (202) 727-0245  
E-Mail: rotimi.osunsan@dc.gov

## **E.2 Contracting Officer's Technical Representative**

E.2.1 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 Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Representative shall be:

**“To Be Determined”**

### **E.2.2 Contact Person**

For information concerning this Human Care Agreement, contact:

George D. Wheeler  
Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> St., NW, Suite 706 North  
Washington, D. C. 20001  
Telephone Number: (202) 724-5267  
Facsimile Number: (202) 727-0245  
E-Mail: george.wheeler@dc.gov

## **E.3 Ordering and Payment**

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

E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to

the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

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

**E.3.4** The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified on page one (1) of the purchase order/task order, “***Provider Shall Submit All Invoices To.***”

Department of Health  
Office of the Chief Financial Officer  
Third Floor Room  
64 New York Avenue, NE  
Washington, D.C. 20002

**E.3.5** 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) Period or date of service;
- (4) Description of service;
- (5) Quantity of services provided or performed
- (6) Contract line item number (CLIN) , as applicable to each purchase order or task order;
- (7) Purchase order or task order number;
- (8) Agreement number;
- (9) Federal tax identification number (TIN);
- (10) Any other supporting documentation or information, as required; and
- (11) Name, title and telephone signature of the preparer.

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

#### **E.4. CONTRACT MONITORING**

##### **E.4.1 INSPECTION AND ACCEPTANCE**

- E.4.2** The inspection and acceptance requirements for the resultant agreement shall be governed by the Inspection of Services Clause § 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated November, 2004, located at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- E.4.3** The Provider shall permit persons duly authorized by the Contracting Officer to inspect any records, papers, documents, facilities, and/or goods and services of the Provider which are relevant to the human care agreement, and/or to interview any program participants and employees of the Provider to assure the District of the satisfactory performance of the terms and conditions of the task order resulting from this human care agreement.
- E.4.4** Following such evaluation, the COTR will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of the contract.
- E.4.5** The Provider will correct all noted deficiencies identified by the COTR within specified period of time set forth in the recommendations.
- E.4.6** The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Contracting Officer, result in any one or any combination of the following:
- E.4.5.1** The Provider being deemed in breach or default of this contract;
  - E.4.5.2** The withholding of payments to the Provider by the District; and,
  - E.4.5.3** The termination of the contract for cause.

## **PART II SECTION F – AGREEMENT CLAUSES**

#### **F.1. Standard Contract Provisions Incorporated By Reference**

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated November 2004, hereafter referred to as the “Standard Contract Provisions” are incorporated by reference into this Agreement, and shall govern the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

**F.2. Confidentiality**

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

**F.3. Amendments**

This Human Care Agreement, including the Provider’s CQR (Attachment 1), 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 superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments or changes in the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

**F.4. Tax Compliance Certification**

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

the duration of the Agreement.

**F.5. Subcontracts**

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

**F.6 Provider Responsibility**

**F.6.1** The Provider bears primary responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

**F.6.2** 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.6.3** The Provider's employees shall report all unusual incidents on the Unusual Incident Report (Attachment 2), including allegations of abuse or neglect, involving any patient that is provided with services or treatment by the Provider by telephone to DOH, and followed up by a written report to DOH within forty-eight (48) hours of the unusual incident.

**F.7 PUBLICITY**

The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or 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 Agreement.

**F.8 CONFLICT OF INTEREST**

F.8.1 No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the agreement or proposed agreement. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code Section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).

F.8.2 The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the agreement.

**F.9 Department Of Labor Wage Determinations**

The Provider shall be bound by Wage Determination No. 2005-2103, Revision No.2, dated November 7, 2006, incorporated herein as Attachment 3, issued by the U.S. Department of Labor In accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option period(s); the Provider may be entitled to an equitable adjustment.

**F.10 Access to Records**

F.10.1 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.10.2 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.10.3 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.11 WAY TO WORK AMENDMENT ACT OF 2006**

**F.11.1** Except as described in H.\_. 8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**F.11.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**F.11.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**F.11.4** 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](http://www.ocp.dc.gov).

**F.11.5** The Contractor shall provide a copy of the Fact Sheet attached as J.\_ to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.\_ in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**F.11.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**F.11.7** 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.11.8** 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.11.9** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **F. 12 HIPAA PRIVACY COMPLIANCE**

### F.12.1 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.13 **Insurance**

F.13.1 **Commercial General Liability Insurance**, \$ 1,000,000 limits per occurrence, District added as an additional insured.

F.13.2 **Automobile Liability Insurance**, \$ 1,000,000 per occurrence combined single limit.

- F.13.3 **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability, \$ 100,000 per accident for injury, \$100,000 per employee for disease, \$500,000 policy limit disease.
- F.13.4 **Umbrella/Excess Liability Insurance**, \$ 5,000,000 limits per occurrence
- F.13.5 **Professional Liability Insurance**, \$ 1,000,000 limits per claim (note: such insurance is typically called medical malpractice for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure).

**F.14 Malpractice Insurance**

The Provider shall have malpractice insurance or other appropriate professional liability insurance for those employees of the Provider whose decisions could impact the medical care of the District covered employees through the term of the contract. Insurance shall be for not less than \$3,000,000 for individual incidents and \$5,000,000 in annual aggregate to cover all incidents of malpractice alleged to have occurred during the term of the contract. Failure to maintain the malpractice insurance at any time during the term of the contract shall be a basis for termination of the contract for default.

**F.15 Access to Records**

- F.15.1 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.15.2 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.15.3 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.16 Order of Precedence Clause**

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

1. The Human Care Agreement, including the Provider's Qualifications Record completed by the Provider, service rates and applicable documents incorporated by reference.
2. The Provider's program description.
3. Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004, located at [www.ocp.dc.gov](http://www.ocp.dc.gov).
4. The Attachments as specified and listed in Section F.17.
5. Task Order or Purchase Order

**F.17 Attachments**

The following attachments are included and incorporated by reference into this Agreement.

1. Human Care Agreement Qualification Record which is incorporated into this Human Care Agreement as Attachment 1.
2. DOH Policy and Procedure, Procedures for Reporting Unusual Incidents, which is incorporated as Attachment 2.
3. U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 2, dated November 7, 2006 as Attachment 3.
4. 27 DCMR § 1905.6, providing the criteria for a determination of responsibility of potential providers which is incorporated into this Human Care Agreement as Attachment 4.

**F.18 Incorporated Attachments** (The following forms, located at [www.ocp.dc.gov](http://www.ocp.dc.gov))

under “Solicitation Attachments” :

1. Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated November 2004, which is incorporated into this Human Care Agreement.
2. Local, Small and Disadvantaged Business Enterprise Certification Package.
3. Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application.
4. Equal Employment Opportunity Compliance documents, including Mayor’ s Order 85-85, dated June 10, 1985.
5. First Source Employment Agreement.