

SOLICITATION, OFFER, AND AWARD		1. Caption Women, Infants, and Children Nutrition Services (WIC)		Page of Pages 1 37	
2. Contract Number	3. Solicitation Number DCHC-2007-H-0010	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreement	5. Date Issued 3/21/2007	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open Market with Set-Aside SBE Designated Category:	
7. Issued By: Office of Contracting and Procurement 441 4th Street, NW, Suite 700 South Washington, D.C. 20001			8. Address Offer to: Office of Contracting and Procurement 441-4th Street, NW, Suite 703 South 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 703 South, Bid Counter, Washington, DC until 2:00 P.M. local time 20-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 Dwight Hayes	B. Telephone			C. E-mail Address dwight.hayes@dc.gov
		(Area Code) 202	(Number) 724-5278	(Ext)	

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OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within 30 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 %
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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)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia



Office of Contracting & Procurement



Government of the District of Columbia

HUMAN CARE AGREEMENT											PAGE	OF	PAGES			
1. HUMAN CARE AGREEMENT NUMBER					2. REQUISITION/PURCHASE REQUEST NO.					3. DATE OF AWARD						
4. ISSUED BY OFFICE OF CONTRACTING AND PROCUREMENT HUMAN CARE SUPPLIES AND SERVICES CLUSTER 441 4 th STREET, NW, SUITE 700S WASHINGTON D.C. 20001					5. ADMINISTERED BY (If other than Item No. 4): Department of Health Nutrition Programs Administration, WIC State Agency 2100 Martin Luther King, Jr. Ave., SE, Suite 409 Washington D.C. 20020											
6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code)																
POINT OF CONTACT: Telephone: _____ Fax: _____ E-Mail: _____																
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Chief Financial Officer, Department of Health 825 North Capitol Street, NE, 5 th Floor Washington D.C. 20002							8. DISTRICT SHALL SEND ALL PAYMENTS TO:									
9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST																
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT										
		Women, Infants, and Children Nutrition Services as described in Section B.2					<i>Total</i> \$									
						<i>Total From Any Continuation Pages</i> \$										
						GRAND TOTAL \$										
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION																
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT		
A. SOAR SYSTEM OBLIGATION CODE:				B. Name of Financial Officer (Typed): Title:				C. Signature:				D. Date:				
11. PERIOD OF HUMAN CARE AGREEMENT																
Starting Date: _____							Ending Date: _____									
HUMAN CARE AGREEMENT SIGNATURES																
Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 7 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the STANDARD AGREEMENT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES AGREEMENTS, dated April 2003; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document																
12. FOR THE PROVIDER/PROVIDER							13. FOR THE DISTRICT OF COLUMBIA									
A. Name and Title of Signer (Type or print) Name: Title:							A. Name of Contracting Officer (Type or print) Name: Title:									
B. Signature of PROVIDER/PROVIDER, or representative:				C. Date:			B. Signature of CONTRACTING OFFICER:				C. Date:					

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, Department of Health, hereafter referred to as the “**District**,” is Contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06).

B.1.1 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement.

B.1.2 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District Government, when and if Ordered, the services specified in B.2 Schedule.

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

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

B.2 SCHEDULE — SERVICE / DESCRIPTION / RATE

B.2.1 Base Year Period of Performance

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0001	Provide WIC Nutrition Services as described in Section C	Per Participant	\$ _____
0002	Develop and implement special nutrition related special projects as described in C.7.16	Lot	\$ _____ (Not to Exceed Amount)

B.2.2 Option Year One

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0101	Provide WIC Nutrition Services as described in Section C	Per Participant	\$ _____
0102	Develop and implement special nutrition related special projects as described in C.7.16	Lot	\$ _____ (Not to Exceed Amount)

B.2.3 Option Year Two

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0201	Provide WIC Nutrition Services as described in Section C	Per Participant	\$ _____
0202	Develop and implement special nutrition related special projects as described in C.7.16	Lot	\$ _____ (Not to Exceed Amount)

B.2.4 Option Year Three

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0301	Provide WIC Nutrition Services as described in Section C	Per Participant	\$ _____
0302	Develop and implement special nutrition related special projects as described in C.7.16	Lot	\$ _____ (Not to Exceed Amount)

B.2.5 Option Year Four

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0401	Provide WIC Nutrition Services as described in Section C	Per Participant	\$ _____
0402	Develop and implement special nutrition related special projects as described in C.7.16	Lot	\$ _____ (Not to Exceed Amount)

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Scope of Human Care Service:

C.1.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in Section C.

C.1.2 The Government of the District of Columbia (“District”), Department of Health (“DOH”), Nutrition and Physical Fitness Bureau, requires a Provider to provide nutrition services to clients of the Special Supplemental Nutrition Program for Women, Infants and Children (WIC).

C.2 Background

C.2.1 The Special Supplemental Nutrition Program for Women, Infants and Children (WIC) was created to address problems of malnutrition during pregnancy and to avert or ameliorate health and nutritional problems among infants and young children. WIC benefits are available to low-to-moderate income families determined to be at nutritional risk because of inadequate nutrition or health care, or both. The program serves as an adjunct to good, ongoing health care during critical periods of growth and development.

C.2.2 WIC provides nutrition assessment and education to adult participants; to parents to assist them in learning about their specific nutritional needs, general nutrition, breastfeeding, and the foods which supply needed nutrients. WIC nutritionists teach participants to shop for nutritious foods and to prepare economical, well-balanced meals. The ultimate goal of the program is to assist participants to make positive dietary behavior changes that will promote lifelong health and well being.

C.3 Applicable Documents

Services required under this Agreement shall be provided in accordance with the documents listed below, which are incorporated herein by reference. Any new versions or modifications to existing versions, of these documents that are published subsequent to Agreement execution will be made available to the Provider by the Contracting Officer Technical Representative (COTR) identified in E.2.1.

C.3.1 Availability of Documents

C.3.1.1 Copies of the current version of all documents referenced above are available from the websites and COTR at the address listed in § E.2.1.

	Document Type	Title	Date
1	Federal Regulations 7 CFR 246	WIC Program Consolidated Regulations Fns.usda.gov/wic/laws and regulations/default.htm	January 2004, as amended
2	Guidelines & Instructions	U.S. Department of Agriculture, Food and Consumer Service, Guidelines & Instructions Fns.usda.gov/wic/laws and regulations/default.htm	As issued
3	USDA Approved Policy Manual	WIC State Plan of Program Operations & Administration 2100 MLK Jr. Ave SE, Suite 409 Washington, D.C.	August 2004, as amended
4	USDA Approved Procedure Manual	WIC Program & Procedure Manual 2100 MLK Jr. Ave SE, Suite 409 Washington, D.C.	August 2004, as amended
5	USDA Approved Memorandum	Local Agency Policy Memoranda to be issued by the WIC State Agency 2100 MLK Jr. Ave SE, Suite 409 Washington, D.C.	As issued
6	National voter Registration Act	National Voter Registration Act Pub L, 103-931 § 7(a)(5); 11 CFR 8.2; 11 CFR 8.3(c) and 7 CFR 246 usdoj.gov/crt/voting/nvra/activenvra.html	(NVRA) (1973),
7	D.C. Code, 2001 Edition § 3-1205.01 et seq.	District of Columbia Official Code 2001 S-1205.01 Licensing of Health Professionals http://weblinks.westlaw.com/Search/default.wl?RP=%2FWelco me%2FFrameless%2FSearch%2Ewl&n=22&Action=Search&bhcp=1&CFID=0&DB=dc%2Ddst%2Dweb&Method=WIN&query=3%2D1205&RecreatePath=%2Fsearch%2Fdefault%2Fwl&RLT=CLID%5FQRYRLT26512133&RLTDB=CLID%5 FDB24512133&SEARCH=Search&SP=DCC%2D1000&spol t=Return+to+the+District+of + Columbia+Code+Online+Source&sposu=http%3A%2F%2Fgo	1985

		vernment%20Ewestlaw%20Ecom%20Flinked%20Fdefault%20Easp%3FSP%3DDCC%20D1000&spou=http%3A%2F%2Fgovernment%20Ewestlaw%20Ecom%20Flinked%20Fdefault%20Easp%3FSP%3DDCC%20D1000&ssl=n&strRecreate=no&sv=Split&RS=WEBL7.02&VR=2.0&SPa=DCC-1000	
8	Federal Law	Rehabilitation of the Handicapped, PL 95-602, § 504 http://a257.g.akamaitech.net/7/257/2422/14mar20010800/edocket.access.gpo.gov/cfr_2003/7cfr15b.3.htm	
9	District of Columbia Municipal Regulations	Title 17 Business, Occupations and Professionals http://hpla.doh.dc.gov/hpla/frames.asp?doc=/hpla/lib/hpla/prof_license/services/pdf/dietstics/nutrition.regs.1.6.06.pdf	
10	Federal Law	Public Law 109-85 as amended Child Nutrition Act of 1966 http://agriculture.senate.gov/Legislation/Compilations/FNS/CNA66.pdf	

C.4 Definitions

- C.4.1 **Check-** a food instrument issued by the WIC program and used by a participant to obtain supplemental foods.
- C.4.2 **Contracting Officer Technical Representative (COTR)-** the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement.
- C.4.3 **Competent Professional Authority-** an individual on the staff of the Provider authorized to determine nutritional risk and prescribe supplemental foods.
- C.4.4 **Food instrument-** a check or voucher issued by the WIC Program and used by a participant to obtain supplemental foods.
- C.4.5 **Follow-up projects-** activities designed to promote the use of WIC services by persons already enrolled in the Program and to improve coordination with related programs, such as childhood immunization and lead poisoning prevention programs.
- C.4.6 **Local Agency-** a public or private, nonprofit health or human service agency that provides nutrition services.
- C.4.7 **Nutritional risk-** detrimental or abnormal nutritional conditions detectable by biochemical or anthropometric measurements, dietary deficiencies, nutritionally-related medical conditions, and conditions that predispose persons to inadequate nutritional patterns, such as homelessness.
- C.4.8 **Outreach-** initiatives to identify and reach potentially eligible persons with information about WIC services and eligibility criteria.
- C.4.9 **Participants-** pregnant women, breastfeeding women, postpartum women, infants and children who are receiving supplemental foods or food instruments under the WIC Program, and the breastfed infants of participating breastfeeding women.
- C.4.10 **Provider-** a consultant, vendor, or Provider of goods or services, who can be an individual, a partnership, non profit entity, or corporation that enters into a Contractual agreement with the District Government.

- C.4.11 **Service Unit-** the completion of a nutrition / health assessment, acquisition of all requisite data, provision of nutrition education and referral services, selection of an appropriate food package and issuance of checks for food for one (1) participant. For invoice purposes, the number of services units provided will be equal to the closeout (or final) participation level for a given calendar month, as reported to the Provider from the WIC state agency on the monthly ADP report print-out.
- C.4.12 **State agency-** the District of Columbia Department of Health, WIC Program.
- C.4.13 **State Plan-** a plan of program operation and administration that describes the manner in which the State agency intends to implement and operate all aspects of the WIC Program within its jurisdiction.
- C.4.14 **Voucher -** a food instrument issued by the WIC program and used by a participant to obtain supplemental foods.
- C.4.15 **Applicants-**pregnant women , breastfeeding women, postpartum women, infants, and children who are applying to receive WIC benefits, and the breastfed infants of applicant breastfeeding women. Applicants include individuals who are currently participating in the program but are re-applying because their certification period is about to expire.
- C.4.16 **Authorized Supplemental Foods-** those supplemental foods authorized by the state or local agency for issuance to a particular participant.
- C.4.17 **Breastfeeding-** the practice of feeding a mother's breastmilk to her infants (s) on the average of at least once a day.
- C.4.18 **Breastfeeding Women-** Women up to one year postpartum who are breastfeeding their Infants.
- C.4.19 **Categorical Eligibility-** persons who meet the definitions of pregnant women, breastfeeding women, postpartum women, or infants or children.
- C.4.20 **Certification-**implementation of criteria and procedures to assess and document each applicant's eligibility for the program.
- C.4.21 **USDA-** Unites States Department of Agriculture
- C.4.22 **WIC Women Infant and Children:** Special Supplemental Nutrition Program for Women, Infants and Children authorized by section 17 of the Child Nutrition Act of 1966, 42 U.S.C.

1786.

C.5 Target Population

The Provider shall provide supplemental nutrition services to low-income, high-risk pregnant, breastfeeding and postpartum women, infants and children less than five years of age and other low-income residents of the District of Columbia.

C.6 Location of Services

The Provider shall maintain one or more facilities to provide services either in Wards 1, 2, 4, 5, 6, 7 or 8. A facility may be located to be accessible to WIC participants from more than one Ward. With approval of the COTR, services may be added in other wards / locations of the city during the term of the Agreement, in order to meet the needs of the District of Columbia.

C.7 Specific Requirements

C.7.1. The Provider shall provide WIC supplemental nutrition services monthly to a minimum of 1,000 low and moderate income high-risk pregnant, breastfeeding and postpartum women, infants and children under five years of age and other low-income residents of the District of Columbia.

C.7.2 The Provider shall operate the WIC program in accordance with policies and procedures contained in the *WIC State Plan of Program Operations and Administration (Applicable Document # 3)*, the *WIC Program Procedure Manual (Applicable Document # 4)*, and *OMB Circular A-82*, which are available for review in the Office of the COTR identified in § E.2. The Provider shall also adhere to local WIC agency policy memoranda issued from time to time and made available to the Provider by the COTR.

C.7.2.1 Processing Standards

The Provider shall provide the required services in accordance with the following process standards.

C.7.2.1.1 The following persons are categorically eligible to participate in the WIC Program:

- a. Pregnant women
- b. Breastfeeding women up to one (1) year after delivery

- c. Postpartum, non-breastfeeding women up to six (6) months after delivery
- d. Infants up to one (1) year of age, and
- e. Children who have not yet reached their fifth (5th) birthday.

C.7.2.1.2 The following documents shall be accepted for proof of identity for adults:

- a. driver's license
- b. voter's registration
- c. Washington, DC identification card
- d. birth certificate
- e. passport.

C.7.2.1.3 The Provider shall schedule WIC participant appointments within (10) working days.

C.7.3 The Provider shall, during the client's initial visit, complete a nutritional risk assessment to determine the eligibility of each applicant for WIC services. The assessment shall include, health history, dietary assessment, hematological, and anthropometric measurements. The assessment shall be carried out by licensed nutrition personnel in accordance with policies, procedures and performance standards contained in the *WIC State Plan (Applicable Document # 4)*, the *WIC Program and Procedure Manual (Applicable Document # 4)*, and local agency policy memoranda.

C.7.4 The Provider shall provide nutrition education, including individual care plans for high-risk clients and supplemental food prescriptions to all eligible persons in compliance with the *WIC Program Consolidated Regulations (Applicable Document # 1)*, and with policies and procedures contained in the *WIC State Plan* and the *WIC Procedure Manual (Applicable Document # 4)*. The Provider shall perform the following activities in carrying out their nutrition education responsibilities:(1) Make nutrition education available or enter into an agreement with another agency to make nutrition education available to all adult participants, and to parents or caretakers of infant and child participants, and whenever possible, to child participants. Nutrition education shall be provided through the use of individual or group sessions. Educational materials designed for Program participants shall be utilized to provide education to pregnant, postpartum, and breastfeeding women and to parents or caretakers of infants and children participating in local agency services other than the program. (2) Develop an annual local agency nutrition education plan consistent with the State's nutrition education component of

Program operations and in accordance with FNS guidelines. The Provider shall submit its nutrition education plan to the District by a date specified by the District .

- C.7.5 The Provider shall expend at least one-sixth (1/6) of fees paid to the Provider for nutrition education services, as defined in § 246.2 of the *WIC Program Consolidated Regulations (Applicable Document # 1)*.
- C.7.6 The Provider or its designee shall make available to WIC participants appropriate health services, as determined through health assessments, chart review and nutritional status and history. If it does not have such capacity, the Provider shall provide such health and social service referrals as necessary based on the factors above and the potential participant's eligibility for WIC services. Potential WIC participants determined to be non-eligible shall be referred to other nutrition services, such as Food Stamps, the Commodity Supplemental Food Program (CSFP), food banks and the like.
- C.7.7 The Provider shall provide obstetric and pediatric care; it shall enter into written agreements with one or more other health care providers to deliver services not provided directly.
- C.7.8 The Provider shall implement outreach and follow-up activities as required by the *WIC State Plan (Applicable Document # 3)* and federal *WIC Consolidated Regulations (Applicable Document # 1)* to reach and maintain the approved service levels. The Local Agencies are required to conduct outreach events to promote the WIC Program within their community where services are provided. The outreach activities can be open house events, the agencies can be in partnership with other health fairs community events. At the events Provider staff can either pass out information or provide presentations on the benefits of participating in the WIC program.
- C.7.9 The Provider shall implement the system for providing supplemental food benefits as described in the *WIC Procedure Manual*, and maintain proper security for and accounting of food instruments, computer equipment including software and any other equipment and supplies necessary for providing food benefits.
- C.7.10 The Provider shall comply with all fiscal and operational requirements set by the District and by the U.S. Department of Agriculture, Food and Nutrition Service, as specified in the *WIC Consolidated Regulations (Applicable Document # 1)* and in the *WIC Procedure Manual (Applicable Document# 4)*.
- C.7.11 The Provider shall provide Farmers' Market Nutrition Program (FMNP) services, as required by the *WIC Consolidated Regulations (Applicable Document # 1)* pertaining to this program at 7 CFR 248 and as defined in the *WIC Procedure Manual (Applicable Document # 4)*, to all eligible WIC participants. This shall include providing FMNP vouchers and educating clients on the purpose of the FMNP, the proper use of FMNP checks and the purchase and preparation of approved fruits and vegetables.

C.7.12 The Provider shall offer every WIC applicant and participant the opportunity to register to vote, as required by the *National Voter Registration Act (NVRA)* (1973), Pub L, 103-931 § 7(a)(5); 11 CFR 8.2; 11 CFR 8.3(c) and 7 CFR 246 (Applicable Document # 6), and assist applicants in completing the voter registration form.

C.7.13 The Provider shall coordinate WIC services with other child health services, including immunization and lead poisoning prevention services, to prevent disease and promote health among the children enrolled.

C.7.14 The Provider shall implement customer service standards established by the District, as defined in the *WIC Procedure Manual (Applicable Document # 4)*, to ensure delivery of the highest quality services to WIC participants.

C.7.14.1 Implement and monitor Customer Service Standards

C.7.14.1.1 The Provider shall implement customer service delivery standards containing at a minimum, the following four key components:

- a. Reliable points of entry
- b. Prompt response to customer calls, written correspondence, and requests for services
- c. Front-line customer contacts handled with the highest level of professionalism and customer service
- d. Service delivery within the established performance standards

C.7.14.1.2 The Provider shall ensure that they meet the following objectives of high quality customer service:

- a. Treat all customers with enthusiasm, courtesy and respect.
- b. Promptly answer all customers' questions with accurate, objective information.
- c. Resolve all customers' needs with the fewest number of calls possible.
- d. Provide educational information to all customers.
- e. Use language that all customers can easily understand.
- f. Ask for and consider all customers' ideas about program services.
- g. Promptly respond to all customers' suggestions, concerns, and complaints.

C.7.14.1.3 The Provider is directly responsible for delivery of all customer service commitments.

To better support the WIC staff, Provider management shall:

- a. Give staff the decision-making parameters that will enable them to go "the extra mile" to satisfy customers.
- b. Involve staff in customer service improvement initiatives.

- c. Establish a customer-focused culture and infrastructure at all levels of management and internal support.

C.7.15 The Provider shall maintain the confidentiality of all WIC participant records and information, as detailed in the *WIC Consolidated Regulations (Applicable Document # 1)*. All records of care, treatment, supervision and support created under this Agreement shall become part of the treatment records of the WIC program. The Provider shall retain such records for a period of three (3) years. For confidentiality and security, the Provider shall keep all applicable records in a locked file controlled by appropriate staff, but available for routine monitoring by pertinent U.S. Department of Agriculture, Food and Nutrition Services, officials and by such District officials as may be identified by the COTR.

C.16 Annual Plan

C.16.1 The Provider shall develop a written Annual Plan which shall include goals and which shall be approved by the District for the provision of services to each individual unless the District states to the Provider in writing that a service plan is unnecessary, or the provision of services is a one time occurrence.

C.16.2 A re-evaluation of the annual plan for determining the continuing needs of the person referred, the use of the services of the Provider, and the further goals of the service plan, shall be completed once every six (6) months and confirmed in writing by the District and the Provider following a team meeting. The service plan may further be revised by the agreement of the parties if the circumstances or needs of the referral change or warrant it.

C.7.17 The Provider shall implement special projects and initiatives, as approved in advance in writing by the COTR. Such projects may include, for example, breastfeeding promotion activities, social marketing, automated data processing, training, grant writing, evaluation and research activities, targeted outreach to increase enrollment of high-risk pregnant women and infants, initiatives to enhance program utilization and other activities to meet other federal and state priorities.

C.8 Staffing Requirements

C.8.1 The Provider shall employ and maintain throughout the term of the Agreement the staff positions outlined in the "*WIC Minimum Staffing Requirements*" (as referenced in F.18.5) as specified in the *WIC Procedure Manual (Applicable Document # 4)*.

C.8.2 The Provider's WIC Coordinator shall have a Master's Degree in Public Health Nutrition, Nutrition Science, Nutrition or Dietetics. The Coordinator shall be a registered dietitian and be licensed in accordance with the *District of Columbia Health Occupations Revision Act (1985)*,

D.C. Law 6-99, D.C. Code, 2001 Edition § 3-1205.01 *et seq.*, (Applicable Document # 7) and shall have management, supervisory experience, skills and training.

- C.8.3 The Provider shall employ at least one (1) other Licensed Registered Nutritionist in accordance with D.C. Code 2001 S-1205.01 (Applicable Document # 9).
- C.8.4 The Provider shall maintain documentation that each nutritionist is licensed in accordance with the *District of Columbia Health Occupations Revision Act* (1985), D.C. Law 6-99, D.C. Code, 2001 Edition, § 3-1205.01 *et seq* (Applicable Document # 9), which will be considered adequate to demonstrate appropriate training, work experience and qualifications to perform the duties under this Agreement.
- C.8.5 The Provider shall maintain written job descriptions for all WIC positions. Job descriptions shall include at a minimum education, work experience, licensing and/or certification criteria, a description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.
- C.8.6 The Provider shall maintain an individual personnel file for each staff member hired under this Agreement. This file shall contain the application for employment, professional and personal references, applicable licenses or certifications, records of required medical records, personnel actions, attendance records, documentation of all training received, notation of any allegations of professional or other misconduct, the Provider's actions with respect to the allegations, and the date and reason if terminated from employment. All personnel materials shall be made available to the COTR upon request.
- C.8.7 The Provider shall supply copies of all professional licenses to the COTR annually.
- C.8.8 The Provider shall provide orientation sessions for all staff members with respect to administrative procedures, program goals and policies and practices to be adhered to under this Agreement. The COTR shall approve orientation materials before use.
- C.8.9 The Provider shall maintain and provide a current organizational chart that displays the relationships between WIC and other entities, and demonstrates who has responsibility for administrative oversight and clinical supervision over each Agreement activity.
- C.8.10 Any changes in staffing patterns, job descriptions and personnel that the Provider wants to make after Agreement execution shall be submitted to the COTR for review and written approval prior to implementation. Staffing by the Provider shall be sufficient to provide the level of service and supervision necessary for the safety of all persons referred to it, especially in the case of residential services. The Provider shall notify the District immediately whenever the Provider is unable to comply with the provision of services, as required.
- C.8.11 Staffing by the Provider shall be sufficient to provide the level of service and supervision

necessary for the safety of all persons referred to it, especially in the case of residential services. The Provider shall notify the District immediately whenever the Provider is unable to comply with the provision of services, as required.

C.8.12 Key Personnel identified in F.102

C.9 **Surveillance/Monitoring**

C.9.1 The Provider shall provide the COTR and other authorized representatives of the District of Columbia and the U.S. Department of Agriculture such access to its records and staff as may be necessary for monitoring / surveillance purposes.

C.9.2 Summary of Performance Requirements, Performance Standards, and Surveillance Plan

	Performance Requirements	Performance Standards	Surveillance Method & Frequency
1	Provide Nutrition Services to a minimum of 1,000 Women, Infants & Children per month (C.7.1)	The number of WIC customers served	Monthly ADP reports
2	Processing standards (C.7.2.1)	WIC applicants given appointments within 10 working days and eligibility is determined while on site.	Review appointment scheduling system during management evaluations and site visits.
3	Implement and monitor Customer Service Standards (C.7.14.1)	Using 15% of all encounters, WIC will evaluate customer service annually.	Review evaluation results during management evaluations and site visits

C.10 Reports

- C.10.1 The Provider shall submit time studies reports to the COTR. The report shall contain the names, number of hours worked and location where services were rendered and copies of certified time sheets.
- C.10.1.1 The time studies report documents the amount of time each staff devotes to nutrition education and time allocated to WIC. The time study is conducted twice a year and for a year and for a period of ten working days for each study.
- C.10.2 The Provider shall submit to the COTR a quarterly report summarizing all service delivery data, accomplishments, issues and recommendations using the same format above, but modified for the length of time that the agreement was performed by the Provider.
- C.10.3 The Provider shall report any unusual incidents to the COTR or designate and provide the COTR with a written report, via an Unusual Incident Report Form (DHR 1234) (as referenced F.17.6), within 24 hours. An unusual incident is an event, which affects staff (District employees or Provider's staff) or clients, which is significantly different from the regular routine or established procedures. Examples include death, injury, unexplained absence of a client from a program; physical, sexual, or verbal abuse of a client by staff or other clients; staff negligence; fire, theft, destruction of property; complaints from families or visitors of clients; requests for information from the press, attorneys, or Government officials outside the Department of Health; and other incidents or emergencies that would be of interest to the COTR.
- C.10.4 The Provider shall report all unusual incidents, including allegations of abuse or neglect, involving each referral that is provided with services or treatment by the Provider by telephone to the District, and followed up by a written report to the District within twenty- four (24) hours of the unusual incident.
- C.10.5 Quarterly Program Status Report: The Quarterly Program Status Report (as referenced F.17.7) provides a quarterly- report on annual plan objectives, special projects, outreach activities and customer service. The report also provides information on the accomplishment of performance standards, staffing and nutrition education contacts and materials. (The Quarterly Program Status Report shall be delivered in according with Deliverable # 1)

C.10.6 Resolution of Dual Enrollment/Participation Report: The Duplicate Enrollment Report (as referenced F.17.8) is a listing of persons enrolled in WIC/CSFP Program who meet certain selection criteria that indicate a possibility of duplicate enrollment. The Duplicate Participation Report is prepared from a combination of CSFP and WIC usage data from the previous month (issue month) and detects potential clients who may be participating in both

WIC/CSFP Programs of multiple times in the same program. Within ten (10) days of receipt of the report, the Provider must file a Resolution of Dual Enrollment/Participation report with the State Agency. The Resolution of Dual Enrollment/Participation Report shall be delivered in according with Deliverable # 2)

C.10.7 Resolution of Paid Without Issues Report: The Paid Without Issues Report (as referenced F.17.9) lists all check numbers within an agency that were redeemed and the contractor did not have an issue document, check register, as of the run date of the report. Once the Local Agency is in receipt of the report, the Provider has ten (10) days to resolve the outstanding issues with the State Agency. The Resolution of Paid Without Issues Report shall be delivered in according with Deliverable # 3)

C.10.8 Annual Plan of WIC Operations: The Annual Plan of Operations (as referenced F.17.10) is a document used by Local Agencies to apply for funding as an authorized WIC local agency. The Annual Plan of Operations serves as an administrative and managerial tool to strengthen Provider operations during the fiscal year. Nutrition education and outreach plans are components of the overall Annual Plan. The Annual Plan of WIC Operations shall be delivered in according with Deliverable # 5)

C.10.9 The Community Relations Report (as referenced F.17.11) is a log of persons at an outreach event that stopped by the exhibit table. The Community Relations Report shall be delivered in according with Deliverable # 6)

C.10.10 The WIC Program Inventory Report (as referenced F.17.12) lists the date each item was acquired, model and serial numbers, manufacturer, cost, location of equipment. This report is submitted with the Annual Plan. The WIC Program Inventory Report shall be delivered in according with Deliverable # 5)

C.11 **Records:**

C.11.1 The Provider's personnel shall keep accurate records of all services provided for a patient in the respective chart. All patient clinical records shall be written in a form prescribed by the COTR.

C.11.2 The Provider's personnel shall ensure that each patient's clinical record is available for review at all times to District staff responsible for caring for or monitoring service quality and delivery to the patient.

C.11.3 The Provider's personnel shall ensure patient confidentiality through routine procedures, including the security of clinical records in a locked file controlled by appropriate professional staff, while allowing access to the Agreement's monitoring staff. All clinical and other records pertaining to the services provided by the Provider according to the terms of this Agreement shall become the property of the District. Disclosure of treatment information by the Provider, and to the Provider by employees of the District, is subject, to all the provisions of applicable District and Federal laws, which are incorporated herein.

C.12 Compliance With Service Rates

C.12.1 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.2, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

C.13 Method of Delivery of Services.

C.13.1 The District will provide to the Provider available social history information, available reports on psychological evaluations, available medical history, available family and school information, and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider to provide services.

C.13.2 No human care service shall be provided by the Provider unless and until a task order is issued to the Provider by the District.

C.14 DELIVERABLES

The Provider shall submit to the Contracting Officer Technical Representative the following reports at the frequency or on the dates outlined below. The District may modify these reporting requirements as necessary to comply with Federal and District law, regulations, or instructions.

	Deliverable	Format / Method of Delivery	Due Date
1	Quarterly Program Status Report (c.10.6)	Hard copy / Mail or hand delivery	By 10 th day after close of quarter
2	Resolution of Dual Enrollment / Participation Report (C.10.7)	Hard copy / Mail or hand delivery	Monthly, by 10 th day after receipt of automated data processing report
3	Resolution of Paid Without Issues Report (C.10.8)	Hard copy / Mail or hand delivery	Monthly, by 10 th day after receipt of automated data processing report
4	Time Studies (C.10.1)	Hard copy / Mail or hand delivery	Semiannually, on dates set by Contracting Officer Technical Representative
5	Annual Plan of WIC Program Operations (C.10.9)	Hard copy / Mail or hand delivery	Annually, by September 30 th
6	Community Relations Documentation (C.10/10).	Hard copy / Mail or hand delivery	Within 72 hours after contact
7	The WIC Program Inventory Report (C.10.11)	Hard copy / Mail or hand delivery	Within 90 days after Agreement execution
8	Nutritional Risk Assessment (C.7.3)	Hard copy / Mail or hand delivery	Upon Certification
9	Nutrition Education Individual care plan (C.7.4)	Hard copy / Mail or hand delivery	Upon Certification
10	Outreach Materials (C.7.8)	Hard copy / Mail or hand delivery	Upon Certification
11	Orientation sessions (C.8.7)	Hard copy / Mail or hand delivery	Upon Certification
12	Change in patterns (C.8.9)	Hard copy / Mail or hand delivery	Upon Certification
13	Bi-weekly written status (C.10.1)	Hard copy / Mail or hand delivery	Upon Certification
14	Unusual Incident (C.10.4 & C.10.5)	Hard copy / Mail or hand delivery	Within 24 hours of incident
15	Written Service plan (C.14.1)	Hard copy / Mail or hand delivery	Upon Certification
16	Re-evaluation of service plan (C.14.2)	Hard copy / Mail or hand delivery	Upon Certification

C.15 Eligibility

Eligibility for services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR § 1905.6. (*Attachment 3.*)

C.16 Compliance With Laws

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

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 periods as set forth in Section D.2.

D.2 Option to Extend Term of the Agreement

D.2.1 The District Government may extend the term of this Agreement for a period of four (4) One (1) year option periods, or multiple successive fractions thereof, by written notice to The Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise Of this option. The Provider may waive the thirty (300 day notice requirements by providing a written notice to the Contracting Officer.

D.2.2 The service rates for the option periods shall be specified in Part1, The Service Rate, Section B.

D.2.3 If the District exercises an option, the extended Agreement shall be considered to include this option provision.

D.2.4 The total duration of this Agreement including the exercise of any options under this Clause, shall not exceed five (5) years.

D.3 Agreement Not A Commitment of Funds or Commitment To Purchase

D.3.1 This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Agreement.

SECTION E – HUMAN CARE AGREEMENT ADMINISTRATION

E.1 Contracting Officer

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 Supplies and Services Cluster
441 4th Street, NW, Suite 700S
Washington D.C. 20001
Telephone Number: 202-724-5248 Facsimile Number: 202- 727-0245

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 Technical Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement. The COTR shall be:

Agnes Denalane
Department of Health
Nutrition Programs Administration, WIC State Agency
2100 Martin Luther King Jr. Ave. SE, Suite 409
Washington D.C. 20020
Telephone Number: (202) 645-5663 Facsimile Number: (202) 645-0516

Email: agnes.denalane@dc.gov

E.2.2 Contact Person

For information concerning this Human Care Agreement, contact:

Dwight Hayes
Contract Specialist
Office of Contracting and Procurement
441 4th St., NW, Suite 700 South
Washington, D. C. 20001
Telephone Number: (202) 724-5278
Facsimile Number: (202) 727-0245
E-Mail: Dwight.Hayes@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 and task order for the period of the service or treatment that is signed by a Contracting Officer.
- E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in Item No. 8 on page one (1) of the purchase order/task order, ***“Provider Shall Submit All Invoices To.”***
- E.3.5 To ensure proper and prompt payment, each invoice for payment monthly 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) Agreement 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 and task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

E.4 Inspection and Acceptance

The inspection and acceptance requirements for the resultant Agreement(s) will shall be governed by the Inspection of Services Clause § 7 of the Government of the District of Columbia's Standard Agreement Provisions for use with Supplies and Services Agreements, dated March 2007, Attachment J.1.

E.5 Facility Inspection

The District will inspect the facility or facilities to be used to provide services specified herein, in order to substantiate the appropriateness of the facilities for the purposes of this Agreement, and will arrange such other inspections as may be necessary to ensure that the facility or facilities comply with all applicable District and Federal laws and regulations. The District may conduct additional inspections throughout the term of the Agreement to ensure the continued suitability of the facility or facilities, and to ensure continued compliance with Contractual requirements in this regard.

SECTION F – AGREEMENT CLAUSES

F.1 Standard Agreement Provisions Incorporated By Reference

The Government of the District of Columbia Standard Agreement Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Agreement 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 Agreement Provisions, and its requirements.

F.2 Confidentiality

All services or treatment provided by the Provider to 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 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 Agreement constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superceded by this Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments or changes in the agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may make purely clerical, or administrative corrections, by amendment in writing to the Agreement with written notice to the Provider.

F.4 Tax Compliance Certification

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

F.5 Subcontracts

The Provider may subcontract any of the work or services provided in accordance with this

Agreement to any subcontractor with the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Agreement.

F.6 Provider's Responsibility

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

F.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 Participant Enrollment

State Agency, make eligibility determinations for each person presenting themselves for enrollment. These determinations shall be in written form and shall be recorded in the participant's record, which the Provider shall make available for inspection and review as requested by the COTR or designee.

F.6.4 Provider's Facility

F.6.4.1 Facility Requirements

F.6.4.1.1 The Provider's facility or facilities shall be located in Wards 1, 2, 4, 5, 6, 7 or 8 of the District of Columbia and shall have sufficient space for the effective and efficient operation of the WIC program. This shall include private space for individual nutrition counseling; separate private space for undressing, weighing and measuring children; space for voucher issuance and administrative functions; and a separate area for group nutrition education. Provider(s) shall make reasonable accommodation for breastfeeding mothers.

F.6.4.1.2 The Provider's facility used during the performance of this Agreement shall meet all applicable federal, state and local regulations for their intended use throughout the duration of this Agreement. The Provider shall also maintain current all required permits and licenses for the facility. The Provider's failure to do so shall constitute a failure to perform the Agreement and be a basis for termination of the Agreement for default.

F.6.4.1.3 The Provider shall reassess facility requirements as the service level increases and to meet automation needs, and shall allocate such additional appropriate as may be needed to meet

satisfactorily the terms of this Agreement. The Provider shall advise and obtain concurrence from the COTR at least ninety-five (95) days prior to relocating or reducing the designated space for these services.

F.6.4.1.4 The Provider shall secure the WIC clinic space to prevent theft and to safeguard WIC check, ID cards, computers, audiovisual devices and other equipment. In the event of theft resulting from the Provider's failure to provide adequate security, the Provider shall replace within sixty (60) days stolen government property at its own expense, and with an item of comparable quality and value as that which was stolen.

F.6.4.2 Emergency Back-Up Site

The Provider shall assure that an emergency site has been identified, to be utilized in the event that the primary facility experiences a catastrophe making it unusable.

F.6.4.3 Community Relations

For all new facilities opening in the District of Columbia, the Provider shall, upon signing the lease or purchase agreement, or start of renovations, but not later than thirty (30) days prior to occupancy, communicate with the neighbors and the area Advisory Neighborhood Commissioner for purposes of introducing and sharing information on the WIC program. The Provider shall submit documentation of such communication to the COTR within seventy-two (72) hours of such contact.

F.6.4.4 Access for the Disabled

All facilities offered for providing services under this Agreement shall be accessible to persons with mobility limitations, consistent with the *Rehabilitation of the Handicapped Act*, PL 95-602, § 504, as appropriate, which is incorporated herein by reference.

F.6.4.5 Maintenance

The Provider shall provide supplies and services routinely needed for maintenance and operation of the Provider's facility, such as security, janitorial services, trash pick-up, laundry, and/or linens.

F.6.4.6 Medical Waste

The Provider shall arrange for the regular pick-up and proper disposal of bio-hazardous medical waste produced in the course of the operation of the WIC program by entering into agreements with vendors licensed to provide such services.

F.6.5. GOVERNMENT-FURNISHED PROPERTY

F.6.5.1 The District shall deliver to the Provider, at the time and locations specified by the COTR Government-Furnished property described in the Schedule or specifications. If that property suitable for its intended use, is not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract in accordance with the Changes clause when—

F.6.5.1.1 The Contractor submits a timely written request for an equitable adjustment; and

F.6.5.1.2 The facts warrant an equitable adjustment.

F.6.5.1.3 Title to Government-Furnished property shall remain with the Government. The Contractor shall use the Government-furnished property only in connection with this Agreement. The Provider shall maintain adequate property control records in accordance with sound industrial practice and will make such records available for Government inspection at all reasonable times.

F.6.5.1.4 Upon delivery of Government-furnished property to the Provider, the Provider assumes the risk and responsibility for its loss or damage, except--

F.6.5.1.5 Reasonable wear and tear;

F.6.5.1.6 To the extent property is consumed in performing this Agreement; or

F.6.5.1.7 As otherwise provided for by the provision of this Agreement.

F.6.5.1.8 The Provider is responsible and accountable for all government property provided under this Agreement, including any that may be in the possession or control of any subcontractor. The Provider shall establish a system to control, protect, preserve, maintain and account for all government property under the Agreement.

F.6.5.1.9. The Provider shall inspect all government furnished property promptly. At the time of receipt, the Provider shall note on the waybill any visible, audible, or other external evidence of damage. As soon as possible, the Provider shall send the COTR a full report of damage, including its extent, its apparent cause, and the estimated cost of repairs. The COTR will advise the Provider of the action to be taken.

F.6.5.1.10 In the event that any government property is lost, damaged, destroyed or stolen, the Provider shall immediately notify the COTR in writing. The Provider shall report any loss due to theft immediately to the local police.

F.6.5.1.11 Upon completing this Human Care Agreement, the Provider shall follow the

instructions of the Contracting Officer regarding the disposition of all Government-furnished property not consumed in performing this contract or previously delivered by the Government. The Contractor shall prepare for shipment, deliver f.o.b. origin, or dispose of the Government-furnished property, as may be directed or authorized by the Contracting Officer. The net proceeds of any such disposal shall be paid to the Government as directed by the Contracting Officer.

F.6.5.1.12 Within thirty (30) days after the Agreement's completion or termination, the Provider shall submit to the COTR, in triplicate, an inventory of all government property in its possession or in the possession of a subcontractor. The Provider shall identify each item with sufficient detail to permit verification by reference.

F.7 GOVERNMENT RESPONSIBILITY

F.7.1 The District will monitor the Provider's performance of the Agreement requirements, as detailed in § C.

F.7.2 The District will monitor the Provider's delivery of services, which will consist of on-site evaluation of the Provider's operations, as well as financial reviews and audits. As part of the District's responsibility, the Contracting Officer Technical Representative's staff will conduct routine monitoring and technical assistance visits throughout the period covered by this Agreement. The District will also monitor the Provider's performance through desk reviews of program data and reports.

F.7.3 Both WIC State Agency and Federal officials from the U.S. Department of Agriculture, Food and Nutrition Services, may make unannounced visits in order to monitor the Agreement, to ascertain if the Provider is carrying out established policies and procedures.

F.8 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 subcontractor either during or after expiration or termination of the Agreement 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.9 CONFLICT OF INTEREST

F.9.1 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.9.2 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.10 KEY PERSONNEL

F.10.1 The key personnel specified below are considered essential to the work being performed hereunder. Prior to diverting any of the specified key personnel to other activities for any reason, the Provider shall notify in writing the Contracting Officer Technical Representative at least thirty (30) days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact of such changes on the performance of the Agreement. The Provider shall not reassign these key personnel or appoint replacements, without written permission from the Contracting Officer Technical Representative.

F.10.2 The key personnel identified by the Provider are shown in the table below.

Name	Position
	WIC Coordinator
	Registered Nutritionist

F.11

SERVICES IN ADDITIONAL WARDS / LOCATIONS

The Provider may request, in writing, during the term of the Agreement, to add services in other wards / locations of the city in order to meet the needs of the District of Columbia. The Provider shall not change or add to the location(s) of service delivery without prior written approval of the COTR. The Provider shall provide notice at least forty-five (45) days in advance for any proposed change of location for service delivery.

F.12 INSURANCE

F.12.1 Upon receipt of a Task Order under this HCA, the Provider shall procure and maintain, during the entire period of performance under the Task Order, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the

Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 day's prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

- F.12.1.1 Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- F.12.1.2 Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- F.12.1.3 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.12.1.4 Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- F.12.1.5 Professional Liability Insurance**, \$1,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance 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.13 Department Of Labor Wage Determinations

- F.13.1 The Provider is bound by the U.S. Department of Labor Wage Determination No. 1994-2103, Revision (02), dated November 7, 2006 issued by the U.S. Department of Labor in accordance with the Service Agreement Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this Agreement as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the Agreement services are provided shall bind Providers located in regions not bound by the above stated Wage Determination.

F.14 HIPAA PRIVACY COMPLIANCE

(1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean [Insert Name of Provider].
- (b) *Covered Entity*. "Covered Entity" shall mean [Insert Name of District of Columbia Agency].
- (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 [Insert negotiated terms for access], 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, and in the time and manner [Insert negotiated terms for amendment].

(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 [Insert negotiated terms for access] 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 [Insert negotiated terms for access], 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 [Insert Name of this Agreement], 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 42 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 Agreement 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 Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the Agreement 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 are 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 Agreement, 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 subcontractor 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 Agreement Provisions for use with District of Columbia Government Supply and Services Agreements, effective April 2003, shall survive termination of the Agreement.

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

F.15 WAY TO WORK AMENDMENT ACT OF 2006

F.15.1 Except as described in F.16.8 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.15.2 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.

F.15.3 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.15.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

F.15.5 The Contractor shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice 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.15.6 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.15.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

F.15.8 The requirements of the Living Wage Act of 2006 do not apply to:

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

F.15.9 The Mayor may exempt a 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.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:

F.16.1 The Human Care Agreement.

F.16.2 Government of the District of Columbia Standard Agreement Provisions for use with the the District of Columbia Government Supply and Services Contracts dated March 2007 located at www.ocp.dc.gov.

F.16.3 The Contractor Qualifications Record (including work plan) completed by the Provider.

F.16.4 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. Work Plan, Attachment 2
3. 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 3.
4. U.S. Department of Labor Wage Determination No. 1994-2103, Revision (02), dated November 7, 2006 Record which is incorporated into this Human Care Agreement as Attachment 4.
5. *WIC Minimum Staffing Requirements*, attachment 5
6. Unusual Incident Report, attachment 6
7. Quarterly Program Report, attachment 7
8. Resolution of Dual Enrollment, attachment 8
9. Resolution of Paid without Issue Report, attachment 9
10. Annual Plan of WIC Operation, attachment 10
11. Community Relations Report, attachment 11
12. WIC Inventory Report, attachment 12

F.18 Incorporated Attachments (The following forms, located at www.ocp.dc.gov under “Solicitation Attachments”):

1. Government of the District of Columbia Standard Agreement Provisions for use with the District of Columbia Government Supply and Services Agreements dated March 2007, which is incorporated into this Human Care Agreement
2. Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application.
3. Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985.
4. First Source Employment Agreement.