

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement  
Human Care Services



December 26, 2007

Dear Prospective Providers:

**Re: District of Columbia Human Care Agreements: Outpatient Treatment Services for Substance Addicted Youth**

The Human Care Agreement process allows the District to identify and pre-qualify prospective Providers for an array of services, to meet the District's needs, pursuant to 27 DCMR, Chapter 19, Section 1905.6, as amended. Outpatient Treatment Services for Substance Addicted Youth are being solicited through this Request for Qualifications (RFQ); issued by the Office of Contracting and Procurement (OCP) of the District of Columbia.

The Prospective Provider must complete a *Contractor's Qualification Record (CQR)* Form 1900 (Attachment # 2) with the necessary supporting documentation required to be considered to receive a Human Care Agreement. The CQR and the supporting documentation must provide the District, sufficient crucial information to determine the Provider's professional and financial responsibilities needed to provide the required outpatient treatment services for substance addicted youth. Please see page 1, General Instructions, of the CQR, for instructions on completing the CQR.

Each Prospective Provider must also complete and submit the following items included in the solicitation package:

Section B of the Human Care Agreement, pages 3 and 4 to document its proposed service rate to provide outpatient treatment services for substance addicted youth as indicated in the attached solicitation;

All compliance documents (Attachments 6, and 7) listed in Section F of the Human Care Agreement.

Each potential provider shall include a Program Description(s) consistent with the service delivery area(s) identified in Section C of the solicitation.

The solicitation package is available for pick-up from the bid counter of the Office of Contracting and Procurement at 441 4<sup>th</sup> Street, NW, Suite 703 South, Washington, DC 20001. The initial closing of the solicitation is at 2:00 p.m. local time, on January 28, 2008, for the initial evaluation of qualified Providers. Henceforth, CQRs will be accepted on an on going basis through January 28, 2009 and will be evaluated quarterly or on an as needed basis to fulfill the District's additional needs only.

Prospective Providers must submit an original and three (3) copies of their CQR in a sealed envelope, conspicuously marked "Response to Solicitation No. DCHC-2008-H-0003: " Outpatient Treatment Services for Substance Addicted Youth" Submission must be received at the bid counter at 441 4th Street NW, Suite 703 South, Washington, DC 20001 not later than 2:00 p.m. local time, on January 28, 2008 to be considered for award of a human care agreement. Faxed copies will not be accepted in lieu of a hard copy.

Should you have any questions, please contact Mr. Dwight Hayes, Contract Specialist at (202) 724-5278.

Sincerely,

A handwritten signature in black ink, appearing to read "Rotimi Osunsan".

Rotimi Osunsan, CPPB, CPM  
Contracting Officer

<b>SOLICITATION, OFFER, AND AWARD</b>			1. Caption Outpatient Treatment Services for Substance Addicted Youth			Page of Pages 1   42		
			2. Contract Number	3. Solicitation Number DCHC-2008-H-0003	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 12/26/2007	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, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441 4th Street, NW, Suite 703 South, Bid Room Washington, DC 20001					
NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"								
<b>SOLICITATION</b>								
9. Sealed offers in original and <u>3</u> copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at <u>441 4th Street, NW, Suite 703S, Bid Room, Washington, DC</u> until <u>2:00 P.M.</u> local time <u>28-Jan-08</u> Human Care Agreement Contractor Qualification Record must be completed (Hour) (Date)								
CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.								
10. For Information Contact	A. Name Dwight Hayes		B. Telephone (Area Code) 202 (Number) 724-5278 (Ext)			C. E-mail Address dwight.hayes@dc.gov		
<b>11. Table of Contents</b>								
(X)	Section	Description	Page No.	(X)	Section	Description	Page No.	
		PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES		
X	A	Solicitation/Contract Form	1					
X	B	Supplies or Services and Price/Cost	3 to 4			PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS		
X	C	Specifications/Work Statement	5 to 24		F	List of Attachments	42	
x	D	Human Care Service Delivery and Performance	25			PART IV - REPRESENTATIONS AND INSTRUCTIONS		
X	E	Human Care Service Administration	25 to 27			Representations, certifications and other statements of offerors		
X	F	Agreement Clauses	27 to 42			Instructions, conditions & notices to offerors		
						Evaluation factors for award		
<b>OFFER</b>								
12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.								
13. Discount for Prompt Payment	<input checked="" type="checkbox"/> 10 Calendar days %		<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	
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		
<b>AWARD (TO BE COMPLETED BY GOVERNMENT)</b>								
19. Accepted as to Items Numbered			20. Amount		21. Accounting and Appropriation			

## Government of the District of Columbia

# HUMAN CARE AGREEMENT

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1. HUMAN CARE AGREEMENT NUMBER		2. REQUISITION/PURCHASE REQUEST NO.		3. DATE OF AWARD										
4. ISSUED BY Office of Contracting and Procurement 441-4 <sup>th</sup> Street, NW Suite 700 South Washington, D.C. 20001		5. ADMINISTERED BY (If other than Item No. 4): Department of Health Addiction Prevention and Recovery Administration 825 North Capitol Street, NE, 5 <sup>th</sup> Floor Washington D.C. 20002												
6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code) POINT OF CONTACT: Telephone:                      Fax:                      E-Mail:														
7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Office of the Controller/Agency CFO 825 North Capitol Street, NE Washington, D.C. 20002			8. DISTRICT SHALL SEND ALL PAYMENTS TO:											
<b>9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST</b>														
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT								
0001	952-95	Outpatient Treatment Services for Youth			\$									
0002	952-95	Intensive Outpatient Treatment Servies for Youth			\$									
					<i>Total</i>	\$								
					<i>Total From Any Continuation Pages</i>									
					<b>GRAND TOTAL</b>									
						\$								
<b>10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION</b>														
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):				C. Signature:				D. Date:				
		Title:												
<b>11. PERIOD OF HUMAN CARE AGREEMENT</b>														
Starting Date:			Ending Date:											
<b>HUMAN CARE AGREEMENT SIGNATURES</b>														
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 CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.														
<b>12. FOR THE PROVIDER/PROVIDER</b>			<b>13. FOR THE DISTRICT OF COLUMBIA</b>											
A. Name and Title of Signer (Type or print) Name:			A. Name of Contracting Officer (Type or print) Name: Rotimi Osunsan, CPPB,CPM Title: Contracting Officer											
B. Signature of PROVIDER/PROVIDER, or representative:		C. Date:	B. Signature of CONTRACTING OFFICER:		C. Date:									

**PART 1**

**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 Orders that may be issued. The District Government may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.

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

**B.2 SCHEDULE — SERVICE / DESCRIPTION / RATE**

B.2.1 Base Year Period of Performance

<b>Agreement Line Item Number</b>	<b>Services Description</b>	<b>Service Unit</b>	<b>Fixed Unit Rate</b>
0001	Outpatient Treatment Services for Youth, as described in Section C		\$ _____
0002	Intensive Outpatient Services for Youth, as described in Section C		\$ _____

B.2.2 Option Year One

<b>Agreement Line Item Number</b>	<b>Services Description</b>	<b>Unit</b>	<b>Fixed Unit Rate</b>
0101	Outpatient Treatment Services for Youth, as described in Section C		\$ _____
0102	Intensive Outpatient Services for Youth, as described in Section C		\$ _____

B.2.3 Option Year Two

<b>Agreement Line Item Number</b>	<b>Services Description</b>	<b>Unit</b>	<b>Fixed Unit Price</b>
0201	Outpatient Treatment Services for Youth, as described in Section C		\$ _____
0202	Intensive Outpatient Services for Youth, as described in Section C		\$ _____

B.2.4 Option Year Three

<b>Agreement Line Item Number</b>	<b>Services Description</b>	<b>Unit</b>	<b>Fixed Unit Price</b>
0301	Outpatient Treatment Services for Youth, as described in Section C		\$ _____
0302	Intensive Outpatient Services for Youth, as described in Section C		\$ _____

B.2.5 Option Year Four

<b>Agreement Line Item Number</b>	<b>Services Description</b>	<b>Unit</b>	<b>Fixed Unit Price</b>
0401	Outpatient Treatment Services for Youth, as described in Section C		\$ _____
0402	Intensive Outpatient Services for Youth, as described in Section C		\$ _____

**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 thru C.24.

**C.2 Background**

The Addiction Prevention and Recovery Administration (APRA), is the Single State Agency (SSA) for substance abuse in the District of Columbia. It is responsible for developing and enforcing the highest quality regulatory standards for delivering services related to alcohol, tobacco and other drug (ATOD) addictions; to prevent ATOD addiction; and to identify, treat and rehabilitate persons, giving priority to residents of the District.

**C.3 Scope of Work**

The District of Columbia, Department of Health, Addiction Prevention and Recovery Administration (APRA), is seeking Providers to provide outpatient treatment services for youth and intensive outpatient services for youth through the Human Care Agreement process. The Provider shall provide outpatient treatment services for youth and intensive outpatient services for youth to create linkages that would support outpatient treatment services in the District of Columbia metropolitan area. The comprehensive treatment services will consist of a multi-level program with specific treatment protocols for youth; inclusive of Latino, Asian, Pacific Islander, and Sexual Minority (Gay Men, Lesbian Women, Bisexual and Transgender) persons.

**C.4 Applicable Documents**

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

Item Number	Document Type	Title
1	Public Law	The American Society of Addiction Medicine ASAM Criteria - C.5 Available at <a href="http://www.asam.org">www.asam.org</a>
2	Public Law	OSHA regulations Available at <a href="http://www.osha.gov">www.osha.gov</a>
3	DOH Document (Policy & Procedure )	APRA Treatment Guidelines Available at APRA, 1300 First Street, NE, 3 <sup>rd</sup> floor Washington, D.C.
4	D.C. Code	DC Municipal Regulations for Addiction Counselors DC Municipal Regulations Title 17 Business, Occupations and Professions. Available at <a href="http://www.doh.dc.gov">www.doh.dc.gov</a>
5	D.C Code	DC Municipal Regulations Title 22 Public Health and Medicine Regulations Available at <a href="http://www.os.dc.gov">www.os.dc.gov</a>
6	DOH Document (Policy & Procedure )	APRA - Policy for Patient Charts Available at APRA, 1300 First Street, NE, 3 <sup>rd</sup> floor Washington, D.C.
7	DOH Document (Policy & Procedure )	Early and Periodic Screening, Diagnosis, and Treatment Program Available from the Medical Assistance Administration Available at <a href="http://www.doh.dc.gov">www.doh.dc.gov</a>

8	Public Law	Commission on the Accreditation of Rehabilitation Facilities (CARF) <a href="http://www.carf.org">www.carf.org</a>
9	Public Law 101-336, July 26, 1990	Rehabilitation of the Handicapped Act. Available at <a href="http://www.catalog.gpo.gov">www.catalog.gpo.gov</a>
10	Public Law	USDA Minimum Daily Nutritional Requirements Available at <a href="http://www.usda.gov">www.usda.gov</a>
11	DC Code	Department of Environment Sanitation Requirements - Available at <a href="http://www.os.dc.gov">www.os.dc.gov</a>
12	D.C Code	Code of Federal Regulations Title 42 Federal Confidentiality Requirements Available at <a href="http://www.gpoaccess.gov/cfr">www.gpoaccess.gov/cfr</a>
13	Public Law	Medicaid and Medicare Regulations <a href="http://www.cms.hhs.gov">www.cms.hhs.gov</a>

**C.5 Definitions**

- C.5.1 **Continuum of Care** – An integrated network of treatment services and modalities, designed so that an individual’s changing needs will be met as that individual moves through the treatment and recovery process.
- C.5.2 **Culturally Competent** – Cable of working with the differences between client and counselor. Differences may be in ethnicity or sexual orientation.
- C.5.3 **Global Appraisal of Individual Needs Intensive Format (GAIN-I)** – The GAIN is an evidence-based assessment used with both adolescents and adults and in outpatient, intensive outpatient, partial hospitalization, methadone, short-term residential, long-term residential, therapeutic community, and correctional programs. It is a progressive and integrated series of measures and computer applications designed to support a number of treatment practices, including initial screenings; brief interventions; planning; monitoring of changes in clinical status, service utilization, and costs to society; and subgroup- and program-level needs assessment and evaluation.
- C.5.4 **Qualified Person** – Individuals who have complied with the specific requirements or precedent conditions for employment
- C.5.5 **Individualized Treatment Plan (ITP)** A treatment plan that is directly related to a specific, unique patient assessment.
- C.5.6 **Multi-Disciplinary Team** – A group of clinicians trained in different professions, disciplines or service areas (such as physicians, counselors, psychologists, social workers, nurses, and certified substance abuse counselors), who function interactively and interdependently in conducting a patient’s bio-psychosocial assessment, treatment plan and treatment services.
- C.5.7 **Outcome Measurements** - Systematic method of assessing the extent to which a program has achieved its intended result.
- C.5.8 **Contracting Officer’s 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 Human Care Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement.
- C.5.9 **Screening**- A determination of the individual youth’s need for treatment service using evidence based screen instrument.

- C.5.10 **Assessment-** The process of gathering and evaluating relevant information about an individual to determine initial admission according to ASAM criteria for rehabilitation program services and development of an initial treatment plan and referral using Gain1.
- C.5.11 **Lab Work-** Drug toxicity screening to determine the recent use of substances for detection, monitoring and supervision. (alcohol, amphetamines, barbiturates, opiates, cannabinoids, cocaine, and other illicit drugs).
- C.5.12 **Individual Counseling-** A structured, goal oriented therapeutic process in which a patients interacts on a face to face basis with a counselor/therapist in accordance with the client’s rehabilitation plan in order to resolve problems related to alcohol and/or other drugs.
- C.5.13 **Group Counseling-** A face to face goal oriented therapeutic interaction among a counselor/therapist and two (2) or more patients as specified in individual rehabilitation plans. The therapeutic interaction shall be designed to address substance abuse problems, promote self-understanding, self-esteem and resolution of personal problems through personal disclosure and interpersonal interaction among group members.
- C.5.14 **Family Counseling-** A process of examining underlying causes of current interactions and encouraging new ones. A process to examine precipitating factors impacting family dynamics. A process to assist youth and families resolve conflicts collectively and equip families with skills and resources.
- C.5.15 **Treatment Planning-** A comprehensive specific objective process that includes the client and the client’s input. The process identifies problems, goals, objectives, and interventions.
- C.5.16 **Multidimensional Family Therapy-** Family Therapy that traditionally includes the whole family and in some cases peers. Planned face-to-face goal oriented, therapeutic interaction by a qualified individual with a client and/or one (1) or more members of the client’s family in order to address and resolve the family system’s dysfunction as it relates to the client’s substance abuse problem.
- C.5.17 **Case Management-** Specific coordination activities with or on behalf of a particular client in accordance with an individual rehabilitation plan. The purpose being to maximize the client’s adjustment and functioning within the community while promoting sobriety and recovery, independence, community involvement and engagement of support systems.
- C.5.18 **Education Services-** Academic course work to ensure and maintain current grade level and academic performance standards in conjunction with the local school jurisdiction and regulations.
- C.5.19 **Psychiatric Services-** Psychological/Psychiatric evaluation to identify and note the existence of and extent of co-occurring disorders

**C.6 Levels of Care**

The Provider shall provide treatment services using The American Society of Addiction Medicines (ASAM) (Applicable Document # 1) placement criteria, which provides guidance for the following levels of care for youth:

**C.6.1 Level I: Outpatient Treatment**

C.6.1.1 Level I treatment encompasses organized outpatient treatment services, which may be delivered in a wide variety of settings. In Level I programs, addition treatment staff, including addiction-credentialed physicians, provide professionally directed evaluation, treatment and recovery services to youth who have substance-related disorders. Such services are provided in regularly scheduled sessions of (usually) fewer than 6 contact hours a week. The services follow a defined set of policies and procedures or clinical protocols.

C.6.1.2 Level I services are tailored to each patient’s level of clinical severity and are designed to help the patient achieve permanent change in his or her alcohol- or other drug-using behaviors. Treatment shall address major familial, attitudinal, behavioral and cognitive issues that have the potential to undermine the goals

of treatment or to impair the adolescent's ability to cope with major life tasks without the use of alcohol or other drugs. The treatment interventions and modalities are tailored to engage adolescents who are at varying levels of developmental maturity.

**C.6.2 Level II Intensive Outpatient Treatment**

C.6.2.1 Level II treatment programs shall have the capacity to arrange for medical and psychiatric consultation and 24-hour crisis services. They shall provide comprehensive biopsychosocial assessments and individualized treatment plans that are developed in consultation with the patient. Treatment interventions and modalities shall also be tailored to engage youth who are at varying levels of developmental maturity. Beyond basic services, Level II programs shall provide psychiatric (including psychopharmacological) assessment and treatment and have the capacity to treat patients who have complex co-occurring mental and substance abuse related disorders.

C.6.2.2 Intensive outpatient programs generally provide at least 9 hours of structured programming per week, consisting primarily of counseling and education about alcohol and other drug problems. The precise number of hours of service delivered should be adjusted to meet each patient's needs. All providers of Level II Intensive Outpatient Treatment must also offer step-down services to Level I Outpatient Treatment.

**C.7 Specific Requirements**

C.7.1 The Provider shall serve as the fixed point of clinical responsibility for patient(s) including referral to other external program entities. The Provider shall coordinate and implement services within APRA's existing treatment continuum of care, or other programs of DOH which may have involvement in a consumer's care and treatment. All admission referrals shall be made by APRA. Discharge, transfers, or relocation shall also be reviewed by APRA.

C.7.2 The Provider shall ensure that all services are accessible, responsive, and culturally competent to patients with limited English speaking proficiency. This includes the following: a) bilingual (Spanish and English) staff capacity; b) ensuring that all forms provided to patients are translated into Spanish, Vietnamese and Chinese including the Individualized Treatment Plan, Release of Information and Patient Rights; and c) access to the Language Line (for Asian and Pacific Islander language assistance) which is currently provided through a separate agreement with APRA.

C.7.3 The Provider shall have access to American Sign Language Interpreter services for patients who are hearing impaired.

C.7.4 The Provider shall implement a universal screening process, directly or through linkages, to determine the existence of co-occurring conditions including mental illness, HIV, viral Hepatitis (type B and C), Tuberculosis, Sexually Transmitted Diseases, and other medical conditions. Documentation of the screening and the appropriate responses, such as on-site or referral and linkage tracking services shall be provided by the Provider in the patient's chart.

C.7.5 The Provider shall participate in the APRA planning and implementation process for co-occurring disorders and shall be ready to receive technical assistance to refine service delivery to these populations.

C.7.6 The Provider shall provide a program of progressive treatment where patients can progress through their treatment experience. Successful completion of treatment can occur as early as 90 days or take as long as 180 days depending on the specific needs of the patient. A projected completion date shall be determined during the assessment process based on patients assessed treatment needs and the expected degree of progression through treatment.

C.7.7 The Provider shall provide an evidence-based treatment, designed to provide a continuum of psycho/social services to intervene with multicultural inner-city youth to reestablish the natural progression of their life developmental stages in three phases. The psycho/social services shall be directed toward preventing and reducing major social problems such as neighborhood crime and violence, alcohol and other drugs, school failure, school dropout, illiteracy, running away, homelessness, gang

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influence and activity, domestic violence, child abuse, teenage pregnancy, depression and suicide, children without supervision (latchkey), and unemployment.

C.7.8 The Provider shall provide a comprehensive approach that addresses social problems, which are often intricately linked to one another and frequently involve the same young people. The key to macro level impact is the identification of the common risk and resiliency/protective factors for social problems.

C.7.9 The Provider shall provide programmatic conceptual framework designed to break a dysfunctional life cycle and construct a positive progressive life cycle, including the following phases:

C.7.9.1 Cultural awareness, diversity training, a knowledge exchange series addressing issues such as health screening, role modeling, consciousness level, self esteem, employment, substance abuse, sexually transmitted diseases, and violence.

C.7.9.2 Introduction to Family Values and Family Management Tools;

C.7.9.2.1 This intervention shall include activities to assist in the identification of family members and support systems (traditional and non-traditional) as well as exercises to assist in the development of family norms and values as it relates to generational and intergenerational relationship building.

C.7.9.2.2 The program shall assist families in bridging the communication gap through the development of self-expression skills and conveying the importance of the family unit. The program focuses on dependent and interdependent relationship building. The program should also foster open family dialogue with emphasis on family meetings, mealtimes and activities.

C.7.9.2.3 The Provider shall provide workshops on Teen Pregnancy Prevention and male-female communication responsibilities in relationships.

C.7.9.3 School: The Practical Applications of Learning;

C.7.9.3.1 Mechanisms to instill the significance of education.

C.7.9.4 Peer Group and Intimate Relationships: Recognition of the Contemporary Youth Subculture;

C.7.9.4.1 Intervention shall include the development of positive messages among, between, and within the youth culture--positive peer model. An important component will be multicultural competence and sensitivity. An understanding of others and self culture will provide youth with a design for living and for interpreting their environment. This enhances peer resistance skills.

C.7.9.5 Community/Neighborhood/Recreation and Society: Development of Cultural Competency

C.7.9.5.1 The community attitude towards mainstream society significantly affects the worldview. The interventions will draw on promoting positive community-based values, traditions, and customs. The program shall center on respecting and accepting individual cultural norms and affirming their identities through a variety of projects and programs. Some of the activities, workshops and programs shall include "Rites of Passage," "Man and Womanhood Training" and development programs that address a variety of cultures and customs.

C.7.10 The Provider shall provide programmatic phases that include: Intensive, Intermediate, and Stabilization phases with the duration of four (4) to eight (8) weeks each, unless otherwise approved by the Program Manager or designee:

a. Intensive Phase: (2 to 4 weeks)

1. Develop and implement the treatment plan;
2. Begin to establish a therapeutic relationship with the patient;
3. Increase patient's awareness of the effects of substance abuse;
4. Assist in maintaining abstinence from illicit drug use through periodic urine screening.

- b. Intermediate Phase: (4 to 6 weeks)
  - 1. Promote good health, development of self-awareness and individual responsibility by updating the initial individualized treatment plan using information gathered during the Intensive Phase;
  - 2. Provide on going health education;
  - 3. Further develop a therapeutic relationship with patient;
  - 4. Continue assistance with maintaining abstinence through urine screens, individual and group counseling;
  - 5. Refer patients with special needs to appropriate service providers;
  - 6. Encourage involvement of the patient's family and significant others in the recovery process by discussing their involvement in the patient's treatment;
  
- c. Stabilization Phase: (6 to 12 weeks)
  - 1. Update treatment plan;
  - 2. Prepare patient to take self initiated steps for continued recovery;
  - 3. Provide training in relapse prevention;
  - 4. Help patients develop long term goals for self-improvement during half-hour individual counseling sessions;
  - 5. Encourage continued vocational and educational rehabilitation by following up on referrals to remedial education, skills training and job placement services;
  - 6. Review compliance with other treatment and health goals by conducting follow-up medical visits and following up on referrals to other agencies;
  - 7. Encourage the continued involvement of the patient's family and significant others in the recovery process by scheduling and conducting at least one hour per week of family counseling during this phase; and,
  - 8. Make the necessary referrals for recovery support and develop discharge plans based on criteria for successful completion of treatment detailed below.

C.7.10.1 Patients shall be considered to have successfully completed treatment if, he/she has fulfilled the following treatment outcomes:

- 1. Present four consecutive clean urine;
- 2. Has verifiable full time education or employment; or is in a verifiable full time training program;
- 3. Has verifiable part-time employment in conjunction with verifiable part-time training;
- 4. Has a stable residence; and
- 5. Has completed a medical evaluation by a physician or other qualified medical professional.

C.7.11 The Provider shall conduct the following assessments for each patient enrolled in the program:

- a. Global Appraisal of Individual Needs Intensive Format (GAIN-I) – The GAIN-I shall be conducted by a qualified person (s) and based on a structured interview with the patient and appropriate family members. Individual conducting this assessment shall demonstrate competence in obtaining and interpreting information about substance abuse dependence and shall have full knowledge of the range of treatment needed by the patient.
- b. Psychosocial assessment of the patient, including determination of danger to self and others, determination of current and past psychiatric/psychological problems, and an evaluation of the effect of the family or guardian on the patient's condition and/or the effect of the patient's condition on the family and/or guardian.

- c. Complete history, including information related to the patient's educational and vocational achievements and experience learning status, nutritional status and medical history.
- C.7.12 The Provider shall develop and implement an individualized treatment plan (ITP) in cooperation with the patient that identifies specific problems to be resolved, by integrating information from the assessments. The plan shall include short and long term clinical goals with specified time frames to achieve stated goals, outline the frequency and type of counseling sessions and supportive services needed, expected treatment outcomes and treatment objectives. This plan shall be completed within fourteen days of admission by the multidisciplinary team and the patient. The plan shall be reviewed and updated by the same team and patient every 30 days and when the following circumstances occur: a) a major clinical change; b) major life, family, or social events complicate or interfere with treatment; and c) any incident occurs that impacts the treatment process.
- C.7.13 The Provider shall use a multi-disciplinary team approach and integrate best practices to treatment and shall provide a range of cognitive behavioral, occupational and recreational therapies directed to the patient according to his/her condition on an individual and group basis. The type of therapies provided and the frequency conducted must be consistent with the treatment needs of the patient in accordance with his/her treatment plan, national standards and the APRA standards. These therapies shall include:
- a. Individual therapy – One-on-one services provided to the patient by program staff specific to the needs and concerns of the patient. Individual substance abuse counseling shall be provided at intervals, which may vary according to the needs of the patients and the resources of the program. During all phases, the Provider shall provide at a minimum one half-hour individual counseling session per week for each of its patients.
  - b. Group therapy – Services provided to a group of patients that include; psychotherapy, insight therapy, reality therapy, transactional analysis and other therapeutic group activities. The Provider shall provide group-counseling sessions at regular and frequent intervals at least weekly.
  - c. Marital and family therapy – counseling provided for patient and his/her spouse, other family members and the patient's "significant" others when alcohol and chemical dependency has caused dysfunction in the family system. The Provider shall encourage families to participate in program orientation and in-group sessions focusing on coping skills. Family members are to be invited to meet with the treatment team on individual cases as determined by the multi-disciplinary team
- C.7.14 The Provider shall provide the following treatment services integrated within the treatment phases:
- a. Health education provided on a bi-weekly basis must include topics on nutrition education, STD's, HIV/AIDS, other contagious diseases and the health effects of drug abuse;
  - b. Enhancement of Interpersonal/Social Skills provided through focus groups comprising no more than forty (40) patients with the specific task of improving interpersonal and social skills;
  - c. Life skills training to include parenting;
  - d. Occupational, vocational, educational and rehabilitation services that maybe assessed through referrals;
  - e. Case management services – individualized attention emphasizing a type of intervention or participation in the natural environment of the patient involving one or more of the following activities:
    - 1. Identification of services to be delivered by referral agency and the agency;
    - 2. Planning for a range of services, entitlement, and assistance;
    - 3. Brokering, coordinating, or advocating for a range of services needed;
    - 4. Clinical intervention with the patient to assist adaptive functioning in the environment;
    - 5. Monitoring receipt of service and/or patient's response to services;
    - 6. Relapse prevention groups – A strategy to train substance abusers to cope more effectively and to overcome the stressors/triggers in their environment that may lead them back into drug dependency.

C.7.15 The Provider shall conduct a urine surveillance program in accordance with the following:

- a. Urine Collection: At a minimum, urine specimens shall be taken on a random basis in accordance with the OSHA regulations (Applicable Document # 2). Each patient's urine must be laboratory tested in accordance with the APRA Treatment Guidelines (Applicable Document # 3). A staff member must witness collection of urine. Specimens shall be collected at the Provider's treatment facility, and shall be pick up on a scheduled basis by a representative of testing laboratory. The Provider shall be responsible for pick-up, laboratory testing and reporting of urine test results to the treatment program.
- b. Identification and Storage: All urine samples must be refrigerated. The Provider shall assure that specimens are matched to the proper individual and recorded in the patient's file. Specimens and records shall be adequately stored and safeguarded to insure against unauthorized tampering with or revision of records, and switching or loss of specimens.

C.7.16 The Provider shall develop a discharge plan with the participation of the patient, which summarizes the clinical course of the patient's treatment including, the circumstance of discharge, identifies community resources available to the patient, and recommends a plan for continuation of recovery. Upon discharge the Provider shall document and follow-up patient enrollment in the next step of recovery; aftercare, and recovery support service. Follow-up should be at three, six, nine and twelve month intervals post discharge.

C.7.17 The Provider shall develop and implement a documentation system that includes the following tasks for reporting the services rendered to the patient:

- a. Maintain an individual record/chart for every patient admitted to the program, ensure that the material in the chart is confidential, the use and storage of the chart must follow Federal confidentiality requirements (CFR 42) (Document #12)
- b. Enter progress notes in each patient's chart at least once each week by all staff that has provided services. Enter a monthly summary progress note that reflects the implementation of the treatment plan, patient's response to treatment and progress in treatment.
- c. Enter group notes in each patient's chart that reflects patient participation in group topics discussed and patient's response to same.
- d. Review patient charts every month to ensure all progress notes are written by counselors and charts are updated weekly.

C.7.18 The Provider shall develop a written continuing care plan in meeting goals established in a rehabilitation plan, as part of the Outcome Measurements.

C.7.19 The aftercare/rehabilitation plan shall include procedures for collecting and reporting at 3, 6, 9 and 12 months intervals, information from the patient regarding outcomes of care that shall include the following:

1. Decreased criminal justice behavior
2. Decreased substance use behavior
3. Decreases in receiving government aid
4. Increased education rate
5. Increased employment rate
6. Increased the level of living status arrangements
7. Increased patient's health conditions

C.7.20 The Provider shall provide drug abuse education, training, therapy, and support services to persons in recovery and their families.

C.7.21 The Provider shall provide a comprehensive, flexible, and cost-effective drug abuse intervention for servicing the residents of the District of Columbia.

C.7.22 The Provider shall create and establish the project as an aftercare and resource center that shall coordinate project services with local programs and provide the latest information, educational and training material on substance abuse.

**C.7.23 Policies and Procedures**

C.7.23.1 The Provider shall have a written policies and procedures manual, which addresses all aspects of patient care and daily operations. The manual shall be submitted to the Program Manager within thirty days of HCA award. The manual shall contain at a minimum the following policies/procedures:

- a. Statement of Provider's philosophy of treatment.
- b. A plan for motivating patients to participate in treatment.
- c. A description of the program and services provided and their minimum frequency.
- d. Emergency services including medical emergencies involving any patient in the clinic;
- e. Utilization review;
- f. Infection control;
- g. Referrals;
- h. Educational and vocational rehabilitation services;
- i. Safety requirements and regulations;
- j. Patient records
- k. Emergency preparedness;
- l. Patients rights;
- m. Admission and discharge;
- n. Discharge planning;
- o. Urine collection and storage;
- p. Treatment audits;
- q. Patient advocacy procedures;
- r. Staffing pattern and personnel policies;
- s. Security Services;
- t. Procedures and training; standard first aid training.
- u. Crisis Prevention Intervention (CPI); and
- v. Incident reports

**C.8 Targeted Population**

District of Columbia residents 12- 21 years of age.

**C.9 Location of Services**

The Provider shall provide all the services in a handicap accessible facility located preferably within the District of Columbia. The services may be provided outside of the District of Columbia under unusual or extenuating circumstances, and with prior permission as long as the facility is within the Metropolitan Washington Area which for these purposes includes the District of Columbia and the following Counties: Fairfax County, Montgomery County, Prince George's County, Arlington County, Loudon County and Prince William County; as well as the cities of Alexandria, Falls Church, Manassas and Fairfax. However, the District of Columbia shall be the priority location.

**C.10 Hours of Operation**

The Provider shall provide services at agreed upon times that facilitate access by youth, including after-school or weekend hours. Service hours may not conflict with youth attendance in school. The Provider shall maintain an administrative office that operates at a minimum from 9:00 a.m. to 5:00 p.m. Monday through Friday except for federal holidays.

**C.11 Staffing Requirements**

- C.11.1 The treatment program shall be directed by a person with a degree in a health-related field or a Master's level clinician in social work, nursing, psychology, counseling or other human service discipline and at least three years experience working with substance-abusing and/or addicted adolescents, including one year of program management or supervisory experience sufficient to administer the services.
- C.11.2 The Provider shall have staff to provide treatment services and level of care at a counselor to patient ratio not to exceed 1:10 and provide at least 5 hours per week of on-going, face-to-face services at the low intensity levels per patient; unless otherwise directed by DC Licensing Standards (Applicable Document # 4). Within 30 days of HCA award, the Provider shall submit a staffing plan to the Program Manager (PM) and shall maintain the same expertise as specified in the staffing plan. The Provider shall submit any staffing changes prior to implementation for review.
- C.11.3 The Provider shall document that all staff persons possess training to perform the duties for which they are assigned and meet all applicable requirements for certification and/or licensing. The Provider shall also ensure that staff is competent and sensitive in providing treatment to persons of diverse cultural backgrounds, as well as responsive to the needs of minority individuals.
- C.11.4 For staff providing therapeutic services, the Provider shall provide copies of documentation of appropriate licensure upon request by Contracting Officer Technical Representative (COTR).
- C.11.5 The Provider shall maintain an individual personnel file for each staff person containing the employment application, personal and professional references, applicable licenses, credentials and/or certificates, records of required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and actions with respect to the allegations and date and reason if terminated from employment. All personnel records shall be accessible to the PM upon request.
- C.11.6 The Provider shall ensure that all direct and indirect staff, including consultants, has no prior criminal record of conviction for child abuse or molestation, sexual abuse, or rape. Provider shall maintain in the personnel files for all staff a police and sexual predator clearance.
- C.11.7 The Provider shall provide orientation and training for all staff members with respect to administrative procedures, patient rights, confidentiality of treatment records and other relevant policies, procedures and clinical protocols of the APRA.
- C.11.8 The Provider shall maintain a current organizational chart displaying organizational relationships and responsibility lines of administrative oversight and clinical supervision within 30 days of HCA award.
- C.11.9 The Provider shall present to the PM within 30 days of award, a written policy for clinical supervision of all staff providing treatment, rehabilitation and support services. The Provider's designated clinical staff shall assume responsibility for clinically supervising and directing staff activities. The supervision and direction shall consist of:
  - a. Individual, face-to-face sessions with staff to review cases, assess performance and provide feedback;
  - b. Individual sessions in which the supervisor accompanies an individual staff member to meet with individual patients in regularly scheduled sessions or crisis situations and in which the supervisor assesses, teaches, and provides feedback regarding the staff member's performance regarding the particular patient; and

- c. Regular patient report or review staff meetings and treatment planning staff meetings to review and assess staff performance, and provide staff direction regarding individual cases. Clinical supervision provided to individual staff shall be documented in writing.

C.11.10 Any time a staff person is suspected of suffering from a communicable disease, that person shall be referred to a medical doctor for a fitness for duty examination. When any staff person is found to be suffering from a communicable disease and is likely to be dangerous to the lives or health of others, he or she shall be immediately removed from duty under this Agreement in accordance with Title 22 District of Columbia Municipal Regulations Section 213. All medical examinations shall be without expense to the District.

## **C.12 Admission Criteria**

C.12.1 Patients eligible for admission to treatment shall include;

- a. Individuals 12-21 years of age diagnosed with substance abuse/dependence.
- b. Individuals diagnosed with and are being treated by a physician for substance abuse/dependence and other active medical or psychiatric illnesses. When a prospective patient has medical and/or mental health problems in addition to substance abuse, the treating physician shall certify before admission that the patient is receiving regular follow-up and is stable enough to participate in an outpatient substance abuse treatment program. A past history of psychiatric illness that has been resolved shall not be a criterion for exclusion from the Program.
- c. All potential patients shall be referred to the APRA Central Intake Division for Youth (CIDY) for initial assessment and placement determination. The CIDY team shall make the initial assessment and placement determination. No patient shall be admitted by the Provider without prior authorization of CIDY.
- d. The Provider shall notify the PM within one business day of any CIDY referral deemed inappropriate. A written justification for denying admission must be provided to the PM. The patient shall remain in the care of the Provider until the PM renders a decision. If the PM concurs with the Provider's determination the PM shall provide instructions for referring the patient elsewhere. The Provider shall have written approved discharge criteria. The Provider shall document the matter and include it in with the monthly activity report. If the patient manifests behavior or acts found to be of serious danger to self or others, the procedures outlined in *C.15.1* shall be followed.
- e. In cases where admission of patients is disputed, compliance with the Provider's Admission Criteria shall prevail.

## **C.13 Assessment and Treatment Planning**

The Provider shall provide the following services:

- a. Maintain an individual chart for every patient admitted to the Program in accordance with APRA's policies for patient charts (Applicable Document # 3). Material in the chart is confidential, and use and storage of the chart must guarantee confidentiality.
- b. Ensure that all treatment plans are individualized and address, at least through counseling and/or referral, a patient's vocational, educational, employment, medical and social needs as an integral part of drug rehabilitation.
- c. Ensure a review of each chart by the Program Director or designee, at least twice per month. This review shall be reflected in the chart by a signature endorsement and date.
- d. Encourage the involvement of the patient's significant others in the recovery process through family counseling when necessary.

- e. Identify patients who have private insurance, Medicaid or who are Medicaid eligible, billing the third party appropriately for drug treatment services the patients receive, and collecting fees for services provided. All fees received from third parties shall revert to the District to offset costs associated with treatment services provided under this Agreement. A check from the Provider made payable to the DC Treasurer shall be provided to the PM within three weeks of any fee payments received, with a copy of the Medicaid remittance advise or a document from the payer that supports the amount received. This does not apply to those EPSDT services paid by Medicaid which are not covered by this Agreement. Individuals under 21 years of age with medicaid coverage or who are eligible for Medicaid are entitled to services other than drug treatment under the Early and Periodic Screening, Diagnosis, and Treatment (EPSDT) program (Applicable Document # 7) under Title XIX of the Social Security Act.
- f. Collect urine specimens on a random basis and prepare for testing.
- g. Provide transportation to patients for supportive services not provided on site.
- h. The Provider shall evaluate each patient's needs, strengths, preferences, and develop an individualized treatment plan that identifies needs/problems, specific measurable long and short-term goals, along with the specific services and activities necessary for the patient to improve his/her capacity to function in the community. The treatment plan shall be developed in collaboration with the patient or guardian, if any, and, when feasible, the patient's family. The patient's participation in the development of treatment shall be documented.
- i. The Provider shall obtain prior approval from the PM if it determined that a patient requires treatment beyond the pre-approved length of care. The Provider shall make available all supporting arguments justifying the request, including the estimated number of additional days.
- j. The Provider shall participate in case review conferences with APRA to discuss the patient's progress or the need for change in the individualized treatment plan.

**C.14 Treatment, Rehabilitation and Support Services:**

C.14.1 Treatment services shall include the following services:

- a. Crisis intervention services and coordination with short-term emergency hospitalization.
- b. Symptom management or supportive psychotherapy including:
  - (i) Ongoing assessment of the patient's symptoms and the patient's response to treatment;
  - (ii) Symptom education to enable the patient to identify his or her addiction symptoms;
  - (iii) Teaching behavioral symptom management techniques to alleviate and manage addiction symptoms and prevent relapse; and
  - (iv) Promoting personal growth and development by assisting the patient to adapt to and cope with internal and external stresses.

C.14.2 Rehabilitation services shall include the following services:

- a. Educational and employment-related services in community-based settings to assess the effect of the patient's substance abuse on scholastic achievement and employment and to develop an ongoing employment rehabilitation plan to enable the patient to complete school and get and maintain a job using the following methods:
  - (i) Individualized initial and ongoing assessment including a thorough work and academic history;

- (ii) Identification of behaviors that interfere with the patient's scholastic/work performance and development of interventions to alleviate the problem behaviors; and
    - (iii) Individual educational/vocational supportive counseling to enable the patient to identify and cope with symptoms of substance abuse that affect his or her education/work.
  - b. Social and recreational skill training, including supervised teaching activities and experiences provided individually or in small groups to:
    - (i) Improve communication skills;
    - (ii) Facilitate appropriate interpersonal behavior; or
    - (iii) Familiarize patients with available social and recreational opportunities and increase their use of such opportunities.
- C.14.3 Support services including case management, individualized support, problem solving, training, and supervision shall be provided to help the patient obtain the following:
  - a. Physical, mental, and /or dental health needs;
  - b. Legal services;
  - c. Transportation services;
  - d. Financial support such as supplemental security income, social security disability insurance and general relief and money management services;
  - e. Education and consultation to patients' families;
  - f. Consultation and education at specified time intervals to assist the patient's family to manage the symptoms and illness of the patient; and
  - g. Any EPSDT service to which any Medicaid covered patient is entitled under Title XIX of the Social Security Act (Applicable Document #7).

**C.15 Facility Requirements**

- C.15.1 The Provider's facility shall meet the minimum standards of the Commission on Accreditation of Rehabilitation Facilities (CARF)(Applicable Document # 8) for outpatient non-hospital services, as well as be in compliance with all applicable laws, rules and regulations governing the health, safety, and care of children currently in effect in the jurisdiction in which the Provider's facilities are located. The Provider's failure to do so shall be basis for termination of the Human Care Agreement.
- C.15.2 The Provider shall provide supplies and services routinely needed for the maintenance and operation of the facility, such as security, janitorial services, trash pick-up, utilities, and laundry or linen services.
- C.15.3 The Provider shall assure that an emergency site facility is available should a catastrophe occur.
- C.15.4 All facilities offered for providing services under this HCA shall be accessible to persons with mobility limitations, consistent with the Rehabilitation of the Handicapped Act, P.L. Section 95-602 (Section 504)(Applicable Document # 9), including any waivers or exceptions therein.

**C.16 Emergency Situations**

- C.16.1 In Emergency situations when a patient manifests behavior or acts found to be of serious danger to self or others, the Provider shall notify the Program Manager by telephone and request an emergency discharge.

The Provider shall provide sufficient information regarding the request for emergency discharge for the Program Manager to authorize the request(s). The information to be provided to the PM shall include: (a) circumstances leading to the discharge decision, (b) identification of the care custodian responsible for the patient upon discharge and (c) transportation arrangements to facilitate the patient's return to the specified destination. The Provider shall submit an Unusual Incident Report to the PM within 24 hours and a discharge report within seven (7) days following the emergency discharge.

C.16.2 The Provider shall have a written emergency plan. Each patient shall be introduced to the emergency plan at orientation. The Provider shall have in place a certified Crisis Prevention Intervention Program to ensure safety of staff and patients.

C.16.3 When an emergency requires that the premises be vacated (e.g. bomb scare, fire, no heat, no water, etc.); the Provider shall notify the PM as soon as possible and shall implement emergency procedures to move patients to an alternate facility if necessary.

**C.17 Nutritional Requirements**

C.17.1 In accordance with the treatment model and duration of services within one day, the Provider shall provide not less than three (3) nutritionally adequate meals and two snacks per patient each day, which shall meet or exceed the United States Department of Agriculture minimum daily nutritional requirements (Applicable Document # 10). As necessary, special dietetic services to meet the nutritional needs of each patient shall be provided.

C.17.2 The Provider shall provide written proof that the facility where all meals are prepared meets the sanitation requirements of the D.C. Department of the Environment (Applicable Document #11) and that the meals are prepared, transported, and served in accordance with these standards.

**C.18 Treatment Records**

C.18.1 The Provider shall maintain a single combined patient clinical record in accordance with APRA guidelines (Applicable Document # 6) that are incorporated herein by reference and shall be provided by the Program Manager throughout the Agreement period.

C.18.2 The following represents the minimum information that shall be included in each patient's record. The following format shall be used:

- a. TAB 1 Admission Assessment
  - Medical History
  - Physical Examination
  - Intake Questionnaire
  - Urine Laboratory Results
  - Central Intake Division for Youth (CIDY) Laboratory Results
  - Criminal Justice Forms
  - Copy of Picture Identification
  - Emergency Contact Information (reviewed/updated monthly)
  
- b. TAB 2 Doctor's Orders and Examination
  - Doctor's Orders
  - Physical Examination (when appropriate)
  
- c. TAB 3 Patient Information
  - Problem List
  - Treatment Plan

Record Review  
Guidelines for Patients  
Patient-Clinic Treatment Agreement  
Discharge/Aftercare Plan

- d. TAB 4 Progress Notes
- e. TAB 5 Miscellaneous Information

Personal Identifying Data  
Clinical Referrals  
Controlled Dangerous Substance (CDS) Admission  
CDS Discharge  
Previous Treatment Summary  
Medical Record Discrepancy  
Referral to Medical Unit  
Authorization for Release of Information  
Structured Interview Form  
Information Regarding Insurance/Medicaid Coverage

- f. TAB 6 Patient Summary

Termination Summary (at time of discharge)  
Urine Summary  
Medication Cards  
Progress Evaluations  
Incident Reports  
Monthly report on patient's employment, including means used for verification

In the event of termination of treatment before completion, a note describing the circumstances as well as the efforts made to contact the patient.

- C.18.3 Each patient's clinical record shall be available for review at all times to District staff responsible for the patient's care or monitoring. Records access procedures shall be developed by the Provider and submitted to the Program Manager for approval prior to the start of operations.
- C.18.4 Within seven (7) days following a patient's discharge, the Provider shall submit to the Program Manager a comprehensive discharge summary which shall include a current assessment of the patient's progress while the program in and a plan of action for relapse prevention post-discharge.
- C.18.5 All records of care, treatment, supervision and support created under this HCA shall become part of the treatment records of APRA. When the patient is discharged from treatment with the Provider, the clinical record is to be turned over to APRA. For confidentiality and security, records shall be kept in a locked file controlled by appropriate Provider staff, but available for routine District monitoring activities.
- C.18.6 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, including but not limited to laws governing consent and confidentiality.

**C.19 Performance Standards/Quality Assurance**

- C.19.1 The APRA reserves the right to visit any contracted facility without notice for the purpose of determining the quality of care and conformance to Program requirements for APRA patients.

- C.19.2 The Provider shall meet the applicable standards of the Commission on the Accreditation of Rehabilitation Facilities (CARF) (Applicable Document # 8), APRA and ( Applicable Document # 13).
- C.19.3 The Provider shall make its facilities, programs and records available for periodic evaluation by APRA staff and approved entities other than APRA on an announced and unannounced basis. The Provider shall provide the written results of evaluations by entities other than APRA to the PM within 48 hours of receipt. Verbal notices of life threatening situations shall be promptly reported to the PO. The results of any evaluations performed under this section shall be reported in writing and will be used by the District in determining the Provider's compliance with this HCA.
- C.19.4 For purposes of monitoring and evaluation, the Provider shall keep accurate records reflecting the progress of each patient. These records shall contain uniform progress reports and documentation of any relevant data at the time of its occurrence. The records should contain the same data being sent to APRA on the patient's progress reports.
- C.19.5 The Provider shall comply with the reporting requirements of the APRA Policy, "Reporting Unusual Incidents"(Attachment # 5). The Provider shall report unusual incidents by facsimile or telephone to the PM within 24 hours and in hard copy within 5 days. An unusual incident is an event affecting staff (District employees or Provider staff) or patients that is significantly different from the regular routine or varies from established procedures. Examples include but are not limited to death; injury; unexplained absence of the patient from the program; physical, sexual or verbal abuse of a patient by staff or patients; staff negligence; fire; theft; destruction of property; sudden serious problems with the physical plant; complaints from families or visitors of patients; requests for information from the press, attorneys or government officials outside of the Department of Health; and patient behavior requiring attention of staff not usually involved in his/her case.
- C.19.6 Within thirty (30) days after HCA award, the Provider shall present to the PM the following written policies for review and approval:
- a. A policy on monitoring the quality of services provided which shall include case management, case conference presentation and an interdisciplinary approach to treatment.
  - b. A protocol of the continuum of treatment from admission to discharge. The protocol shall include the Program philosophy, treatment interventions including urine screening, and criteria for successful completion of the Program.
  - c. A policy for clinical supervision of all staff providing treatment, rehabilitation and support services.
  - d. A policy for a Crisis Intervention Plan.

These policies shall guide the Program's daily staff functions and patient activities, and may not be changed without express permission from the PO.

**C.20 Performance Monitoring**

- C.20.1 The COTR shall monitor the following elements of the Provider's performance:
- a. Quality and effectiveness of admission, treatment and discharge plans of patients.
  - b. Completeness and adequacy of patient records.
  - c. Type, volume, utilization, cost and frequency of treatment services provided.
  - d. Average length of stay.

- e. Family participation in the treatment process.
- f. Patient satisfaction with services provided.

**C.21 Program Evaluation**

C.21.1 The Provider shall submit an annual evaluation of the effectiveness of all services provided under the HCA. This evaluation shall be due no later than 30 days after the last day of the HCA term. The PM shall provide the format, methodology, and procedures of analysis employed in the evaluation.

**C.22 Reporting Requirements**

C.22.1 The Provider shall, at the option of APRA, appear before APRA administrative personnel to clarify findings and to answer questions at any time during performance under the HCA.

C.22.2 The Provider shall submit a monthly activity report to the PM by the 10th day after the end of each month of service regarding its progress towards completion of tasks as delineated in the scope of work. Such reports, which are deliverables, shall consist of both statistical and narrative reports.

C.22.2.1 The statistical report shall be made on a statistical reporting form supplied by the PM. The report shall include the following:

- a. Total number of persons receiving services during the month;
- b. Types of services and activities and the number of persons involved in each;
- c. Total number of admissions to and terminations from service during the month with discharges listed by category;
- d. Total number of individual and group counseling sessions;
- e. Average daily census;
- f. Average length of stay;
- g. Total number of direct service hours provided by professional staff;
- h. Racial and ethnic characteristics of patient population; (i) treatment slot utilization rate;
- j. Number and type of referrals to outside agencies;
- k. Total number of assessments conducted;
- l. Total number of individualized treatment plans prepared;
- m. Total number of direct prevention services provided;
- n. Total number of payments collected;
- o. Number of self-pay patients treated; and
- p. Total number of new admissions of Medicaid eligible patients with subtotals by gender.

C.22.2.2 The narrative report shall contain a description of the accomplishments as set forth in the scope of work and shall include the following:

- a. Activities completed during the reporting period;
- b. Activities planned in the coming months;
- c. Concerns, issues, and problems that are being experienced in the program and actions and/or recommendations and time schedule for resolution;
- d. Evaluation of staff performance in meeting monthly program requirements;
- e. Unemployment and employment patterns;
- f. Patterns of substance abuse;
- g. Types of services and activities and the number of persons involved in each, and the number of outreach activities;
- h. Number and type of referrals to outside agencies;
- i. Names and corresponding identification numbers of APRA patients currently in treatment, date and source of referral, projected discharge date;

- j. A brief monthly summary of each patient's progress in treatment with reference to the individual treatment plan, including discharge plans when pertinent;
- k. Names and corresponding identification numbers of APRA patients referred by CIDY for admission who were deemed inappropriate with a brief justification for denying admission, authorization by the PM to accept or refuse admission and disposition of the patient;
- l. Names and corresponding identification numbers of APRA patients discharged on an emergency basis with a brief justification for the discharge, authorization by the PM and disposition of the patient; and
- m. Summary of all other emergencies occurring during the preceding month.

C.22.3 The Provider shall submit to the Program Manager a final report, no later than thirty (30) days after the contract expiration date summarizing all service delivery data, accomplishments, issues and recommendations.

**C.23 Medicaid Certification Requirements**

C.23.1 The Provider shall obtain a valid Medicaid provider number through APRA within 180 days of the Notice of Rule Making appearing in the DC Register of standards for certification as a provider of addiction services.

C.23.2 The Provider shall be notified by APRA in writing when it is appropriate and how to apply for a provider number. Application forms will be supplied by APRA.

C.23.3 The Provider shall provide services to all patients who meet program requirements as defined in the Certification Regulations and Procedures governing addiction services. In the event that the Provider's caseload falls below the estimated or negotiated average percent of patients eligible for Medicaid for any period of thirty (30) days, the Provider shall notify APRA of the current percentage. APRA will assist the Provider in reviewing the current caseload and payor mix, suggesting means of increasing the Medicaid eligibility of the caseload.

C.23.4 The Provider shall maintain Medicaid provider status throughout the contract period.

C.23.5 The District makes no specific guarantee of minimum or maximum percent of patients who will be Medicaid eligible. However, the District estimates that approximately 60 percent of female patients and 15 percent of male patients will be Medicaid eligible.

**C. 24 Deliverables**

C.24.1 The Provider shall deliver the following as stipulated in Section C.24.1-Deliverable Schedule to the COTR. All soft copy deliverables shall be provided on compact disc formatted in Microsoft Word and Excel as applicable.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	Universal Screening Process, as described in Section C.7.4	1 hard copy and 1 soft copy	On Admission
2	Treatment Needs Assessment, as described in Section C.7.11	Gain 1	Within 5 days of Admission
3	Individual Treatment Plan, as described in Section C.7.12	1 hard copy and 1 soft copy	Within 5 days of Admission
4	Unusual Incident Report, as described in Section	In Writing	Within 24 hours

	C.19.5		
5	Multidisciplinary Treatment Plan Review, as described in Section C.7.13	1 hard copy and 1 soft copy	Monthly
6	Admission Medical History and Physical Exam, as described in Section C.18.2	1 hard copy and 1 soft copy	Within 5 days of Admission
7	Discharge Notes & Summary, as described in Section C.18.4	1 hard copy and 1 soft copy	Within 7 days of Discharge
8	Staffing Plan, as described in Section C.11.2	1 hard copy and 1 soft copy	30 days post HCA award
9	Documentation of Staff Training & Licensure, as described in Section C.11.4	1 hard copy and 1 soft copy	30 days post HCA award
10	Criminal Background Checks, as described in Section C.11.6	1 hard copy and 1 soft copy	Annually
11	Organizational Chart, as described in Section C.11.8	1 hard copy and 1 soft copy	30 days post HCA award
12	Monthly Staff & Case Reviews, as described in Section C.11.9	1 hard copy and 1 soft copy	Monthly
13	Clinical Supervision Policy & Documentation, as described in Section C.11.9	1 hard copy and 1 soft copy	30 days post HCA award, then monthly
14	Rehabilitation & Support Services w/Case Mgt., as described in Section C.11.9	1 hard copy and 1 soft copy	30 days post HCA award
15	Written Proof of Meeting Sanitation Requirements, as described in Section C.17.2	1 hard copy and 1 soft copy	30 days post HCA award
16	Records Access Procedures, as described in Section C.18.2	1 hard copy and 1 soft copy	30 days post HCA award
17	Written Results of Evaluations by Other Entities, as described in Section C.19.3	1 hard copy and 1 soft copy	30 days post receipt of report
18	Written policies for review and approval, as described in Section .19.6	1 hard copy	30 days post HCA award
19	Monthly Statistical Activity report, as described in Section	1 hard copy and 1 soft copy	By the 10 <sup>th</sup> day after the end of each month of service

	C.22.2.1		
20	Monthly Narrative Activity report, as described in Section C.22.2.2	1 hard copy and 1 soft copy	By the 10 <sup>th</sup> day after the end of each month of service

## SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

### D.1 Term of Agreement

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

### D.2 Agreement Not A Commitment of Funds or Commitment to Purchase

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

### D.3 Option to Extend Term of the Agreement

- D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- D.3.2 The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3 If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

## SECTION E – HUMAN CARE SERVICE ADMINISTRATION

### E.1 Contracting Officer

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

Rotimi Osunsan, CPPB, CPM  
Contracting Officer  
Office of Contracting and Procurement  
Human Care Supplies and Services Group VI  
441-4<sup>th</sup> Street, N.W., Suite 700S  
Washington, D.C. 20001  
Telephone Number: 202-724-5248  
Facsimile Number: 202-727-0245

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

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

Jennifer Mumford  
Department of Health  
Addiction Prevention and Recovery Administration  
1300 First Street, NE, 3<sup>rd</sup> Floor  
Washington, DC 20002  
Telephone Number: (202) 727-9569  
Facsimile Number: (202) 727-0092

The Youth Treatment Program Manager is:

Lonnie W. Hutchinson  
Youth Treatment Program Manager  
Department of Health/APRA  
3720 Martin Luther king, Jr. Avenue, SE, 2<sup>nd</sup> Floor  
Washington, DC 20032  
Telephone Number: (202) 645-0342  
Facsimile Number: (202) 645-8422  
E-Mail: lonnie.hutchinson@dc.gov

E.3 **Contact Person**

For information concerning this Human Care Agreement, contact:

Dwight Hayes  
Contract Specialist  
Office of Contracting and Procurement  
441-4<sup>th</sup> Street, N.W. Suite 700 South  
Washington, D. C. 20001  
Telephone Number: (202) 724-5278  
Facsimile Number: (202) 727-0245  
E-Mail: dwight.hayes@dc.gov

E.4 **Ordering and Payment**

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

- E.4.2 The Provider shall not provide any human care services until the District makes an official youth referral and issues a task order/purchase orders to the Provider.
- E.4.3 All purchase orders or task orders issued in accordance with this Human Care Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Human Care Agreement, the Human Care Agreement shall take precedence.
- E.4.4 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.4.5 Invoices shall be prepared in duplicate and be submitted to the agency Chief Financial Officer (CFO).
- E.4.5.1 The address of the CFO is:
- Chief Financial Officer, Accounts Payable  
Department of Health  
825 North Capitol Street, NE, 5<sup>th</sup> Floor  
Washington, D.C. 20002
- E.4.6 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- (1) Provider name and address;
  - (2) Invoice date, number and the total amount due;
  - (3) Youth’s Name;
  - (4) Date of Admission;
  - (5) Date of Discharge;
  - (6) Period or date of service;
  - (7) Description of service;
  - (8) Quantity of services provided or performed;
  - (9) Contract line item number (CLIN), as applicable to each purchase order or task order;
  - (10) Purchase order or task order number;
  - (11) Human Care Agreement number;
  - (12) Federal tax identification number (TIN)
  - (13) Any other supporting documentation or information, as required; and
  - (14) Name, title and telephone signature of the preparer.
- E.4.7 Payment shall be made only after the COTR has certified as satisfactory the performance by the Provider under the Human Care Agreement as a result of a valid purchase order or task order of the Agreement in accordance with all provisions thereof.

**SECTION F – AGREEMENT CLAUSES**

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

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

F.2 **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 **Access to Records**

F.3.1 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 Human Care Agreement.

F.3.2 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.3.3 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.4 **Amendments**

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are 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.5 **Tax Compliance Certification**

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

F.6 **Subcontracts**

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

F.7 **Provider Responsibility**

- F7.1 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.7.2 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.7.3 The Provider shall furnish the necessary personnel, materials, services, facilities, and equipment to perform the services.
- F.7.4 The Provider shall be responsible for purchasing computer hardware/software necessary for meeting Agreement deliverables. This system shall be utilized in the overall APRA Wide Area Network. This network connects all APRA treatment facilities to the APRA Central Communications Server. APRA, in collaboration with the Department of Health (DOH), State Center for Health Statistics, is under a mandate to ensure inter-connectivity with all DOH agencies for the enhancement of all clinical and demographic data tracking systems.
- F.7.4.1 A separate and dedicated telecommunications line is required for the installation of this system on site.

F.8 **INSURANCE**

- F.8.1 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 coverage 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.8.1.1 **Commercial General Liability Insurance**, \$1,000,000 limits per occurrence, District added as an additional insured.
- F.8.1.2 **Automobile Liability Insurance**, \$1,000,000 per occurrence combined single limit.
- F.8.3 **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.8.4 **Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence.
- F.8.5 **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.9 Department Of Labor Wage Determinations**

F.9.1 The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision 4, dated July 5, 2007 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.10 HIPAA PRIVACY COMPLIANCE**

[insert agency name abbreviation] is a “Covered Entity” as that term is defined in the Privacy Rule and [insert business associate name], as a recipient of Protected Health Information from [insert agency name abbreviation], is a “Business Associate” as that term is defined in the Privacy Rule.

**1. Definitions**

- a. *Business Associate* means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.
- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.
- c. *Data Aggregation* means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. *Designated Record Set* means a group of records maintained by or for the 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 the Covered Entity to make decisions about individuals.
- e. *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
  - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental

- condition, or functional status, of an individual or that affects the structure or function of the body; and
  - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
  - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
  - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
  - iii. That identifies the individual; or
  - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *Privacy Official*. The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. *Privacy Officer*. The person designated by the Privacy Official or one of the District of Columbia’s designated health care components, who is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency’s Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency’s privacy officer will follow the guidance of the District’s Privacy Official, and shall be responsive to and report to the District’s Privacy Official.
- n. *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.

- o. *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
  - i. Transmitted by electronic media;
  - ii. Maintained in electronic media; or
  - iii. Transmitted or maintained in any other form or medium;
  - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
  - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *Workforce.* "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** [*delete bolded material and insert negotiated terms if applicable*] as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of [*Insert Applicable Agency Access Policy*], attached hereto as Exhibit A and

incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *[Insert Applicable Agency Amendment Policy]*, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Identity And Procedure Verification Policy]*, attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Logging Disclosures for Accounting Policy]* attached hereto as Exhibit D and incorporated by reference.
- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert agency appropriate terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Disclosure Accounting Policy]* attached hereto as Exhibit E and incorporated by reference.
- k. The 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 the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** *[delete bolded material and insert negotiated terms if applicable]* by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity

absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this HIPAA Compliance Clause, the 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 HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. **Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).**
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
  - i. Name of the Business Associate of the Covered Entity;
  - ii. Title of the Report/File;
  - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
  - iv. Description of the basic content of the Report/File;
  - v. Format of the Report/File (Electronic or Paper);
  - vi. Physical location of Report/File;

- vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. Sanctions

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. Obligations of the Covered Entity

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. Permissible Requests by Covered Entity

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

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a Provider by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
  - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
  - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
  - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
  - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** *[delete bolded material and insert negotiated terms and conditions if applicable]* all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
  - ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. Miscellaneous

- a. *Regulatory References.* A reference in this HIPAA Compliance 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 HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the

requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation,

negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Attention: \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

Fax: \_\_\_\_\_

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.

- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Provider.* The Business Associate will function as an independent Provider and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary.

Attachments:

- Exhibit A [Insert Applicable Agency Access Policy]
- Exhibit B [Insert Applicable Agency Amendment Policy]
- Exhibit C [Insert Applicable Agency Identity and Procedure Verification Policy]
- Exhibit D [Insert Applicable Agency Logging Disclosures for Accounting Policy]
- Exhibit E [Insert Applicable Agency Disclosure Accounting Policy]

**F.11 WAY TO WORK AMENDMENT ACT OF 2006**

- F.11.1 Except as described in F.16.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.11.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- F.11.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- F.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 Provider shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice in a conspicuous place in its place of

business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

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

F.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 Provider from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

F.12 **Order of Precedence Clause**

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

1. Supplies or Services and Price/Cost (Section B)
2. Specifications/Work Statement (Section C)
3. Standard Contract Provision, dated March 2007
4. The Human Care Agreement
5. Provider's Program Description
6. Provider Qualifications Record completed by the Provider
7. The Attachments as specified and listed in Section F.13
8. Task Order or Purchase Order

F.13 **Attachments**

The following are attachments to this Human Care Agreement.

- 1) Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, which is incorporated into this Human Care Agreement as Attachment 1.
- 2) OCP Form 1900, Human Care Agreement Provider's Qualifications Record (completed and executed), which is incorporated into this Human Care Agreement as Attachment 2.
- 3) Notice of Final Rulemaking, 27 DCMR, Chapter 19, Section 1905.6, providing the criteria for a determination of responsibility of potential Providers, which is incorporated into this Human Care Agreement as Attachment 3.
- 4) U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 4, dated July 5, 2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351), which is incorporated into this Human Care Agreement as Attachment 4.
- 5) APRA Policy and Procedures, Process for Reporting Unusual Incidents, which is incorporated into this Human Care Agreement as Attachment 5.
- 6) Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement as Attachment 6.
- 7) First Source Employment Agreement, which is incorporated in to this Human Care Agreement as Attachment 7.



Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

STATUTORY AND REGULATORY AUTHORITY

The Procurement Practices Human Care Agreement Amendment Act of 2000 (D.C. Law 13-155) authorizes the District of Columbia Chief Procurement Officer, or his or her designee, to award human care agreements for the procurement of social, health, human, and education services directly to individuals in the District. The Human Care Agreement Contractor Qualifications Record (CQR) is an application package that will facilitate the process of pre-qualifying contractors for a human care agreement with the District of Columbia in accordance with D.C. Law 13-155 and Chapter 19, 27 DCMR, the regulations.

GENERAL INSTRUCTIONS

- 1. Please read and complete each section of the Human Care Agreement Contractor Qualifications Record form. All information must be completed in the spaces provided, or marked "N/A."
2. An original signature must be provided in those sections where a signature is required. Copies or a stamped signature is not acceptable.
3. Included in the package that will be provided to you will be a copy of the "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts", dated November 2004. Please read this document carefully before you complete the Contractor's Qualifications Record. The "Standard Contract Provisions For Use With District of Columbia Government Supply and Services Contracts," dated March 2007, will be incorporated by reference into each Human Care Agreement that is entered into between a contractor that will provide human care services and the District of Columbia.
4. Also included in the package that will be provided to you will be forms required by the Department of Small and Local Business Development. You must complete those forms and return them with your package to make it complete and for you to be considered for a Human Care Agreement. The forms are for:
a. Compliance with Section 5 of Mayor's Order 85-85, "Equal Opportunity Obligations in Contracts" and
b. Compliance with Equal Opportunity for Local, Small and Disadvantaged Business Enterprises Amendment Act of 1998, as amended (D.C. Laws 12-268 and 13-169).
5. You may use Section VIII, the "Remarks Section", on page 6, to provide additional information or to expand on information that is provided in response to the request for information.
6. Please include and attach all information, documentation, and data as instructed and required.
7. In those instances where check boxes are provided, please check only the box or boxes which apply.

CHECKLIST

Table with 2 columns and 6 rows of checklist items. Each row contains a checkbox and a question, such as 'Did you include your Taxpayer Identification Number?' and 'Did you attach a copy of your most recent Financial Statement?'.

FREQUENTLY ASKED QUESTIONS

Table with 2 columns and 4 rows of frequently asked questions. Each row contains a question (Q) and an answer (A), such as 'Can I fax my application for processing?' and 'No. Contractor Qualifications Records must contain original, not copied signatures.'



Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

<b>1. DATE OF FILING</b>  / /	<b>2. FILING TYPE:</b> <input type="checkbox"/> NEW <input type="checkbox"/> UPDATE <input type="checkbox"/> CORRECTION <input type="checkbox"/> REMOVAL	<b>FOR OCP USE ONLY:</b> <b>DATE RECEIVED BY OCP:</b>
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**SECTION I – GENERAL INFORMATION**

<b>1. NAME OF INDIVIDUAL/ ORGANIZATION</b> a. Name: b. Title: c. Physical Street Address: d. City, State & Zip Code: e. Office Phone: g. E-Mail:		<b>2. TYPE OF ORGANIZATION</b> <i>(Please check the appropriate box.)</i> <input type="checkbox"/> INDIVIDUAL <input type="checkbox"/> JOINT VENTURE <input type="checkbox"/> CORPORATION <input type="checkbox"/> GENERAL PARTNERSHIP <input type="checkbox"/> SOLE PROPRIETORSHIP <input type="checkbox"/> LIMITED PARTNERSHIP	
f. Office Facsimile No:		<b>3. STATE OF INCORPORATION</b> <i>(Please check the appropriate box.)</i> <input type="checkbox"/> DISTRICT OF COLUMBIA <input type="checkbox"/> COMMONWEALTH OF VIRGINIA <input type="checkbox"/> STATE OF MARYLAND <input type="checkbox"/> STATE OF DELAWARE <input type="checkbox"/> OTHER: _____ Date Of: _____	
5. SOCIAL SEC. / TAXPAYER ID NO:		<b>3. IS ORGANIZATION?</b> <input type="checkbox"/> FOR PROFIT <input type="checkbox"/> NON-PROFIT	
6. DUNN & Bradstreet No:		<b>7. ARE YOU OR THE ORGANIZATION CERTIFIED IN D.C. AS?</b> <input type="checkbox"/> Small <input type="checkbox"/> Local <input type="checkbox"/> Disadvantaged <input type="checkbox"/> Resident-Owned <input type="checkbox"/> Enterprise Zone <input type="checkbox"/> Longtime Resident	

**SECTION II – FINANCIAL RESPONSIBILITY INFORMATION**

*(Please Provide and Attach a Copy of Your Most Recent Financial Statement.)*

<b>1. Name and Address of Accountant:</b>		<b>2. Name and Address of Financial Institution:</b>	
<b>3. Name and Title of Contact Person:</b>		<b>4. Name and Title of Contact Person:</b>	
<b>5. Telephone No.:</b>	<b>6. Fax No.:</b>	<b>7. Telephone No.:</b>	<b>8. Fax No.:</b>
<b>9. Date Of Attached Financial Statement (Must be Within Last 12 Months):</b>		<b>10. Do You/Organization Owe Any Outstanding District /Federal Taxes:</b> District Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES - Federal Taxes: <input type="checkbox"/> NO <input type="checkbox"/> YES	

**11. MEDICAID – MEDICARE INFORMATION:**

a. Are You / Organization a Certified Medicaid Provider?  YES  NO Medicaid Number: \_\_\_\_\_ Date: \_\_\_\_\_

b. Are You / Organization a Certified Medicare Provider?  YES  NO Medicare Number: \_\_\_\_\_ Date: \_\_\_\_\_

**SECTION III – DISCLOSURE INFORMATION**

*(If yes to any questions below, please explain fully in REMARKS SECTION, or attach a separate statement.)*

<b>1.</b> Have you or the Organization ever been debarred, suspended or sanctioned from any state or federal program? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>2.</b> Is your license, or any in the organization currently suspended or restricted in any way? <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>3.</b> Have you or the principals of the Organization ever been, indicted, convicted of or pled guilty to a crime (excluding minor traffic citation), or been imprisoned for a crime in the past 10 years.: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>4.</b> Are there any judgments, or pending civil lawsuits, or investigations against you or the Organization, or its principals?: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>5.</b> Have you or the Organization ever had any outstanding criminal fines, restitution orders, or overpayments identified in the District or any state?: <input type="checkbox"/> YES <input type="checkbox"/> NO
<b>6.</b> Are you, or is anyone in your organization, related by blood or marriage to any individual employed by the District government?: <input type="checkbox"/> YES <input type="checkbox"/> NO

**SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE**

**1. List All Contracts With the District Government Within the Past Five (5) Years:**

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**2. List All Contracts With Other Governments or Private Institutions Within the Past Five (5) Years:**

	Agency	Description of Service	Amount	Dates	Contract Number
A				to	
B				to	
C				to	
D				to	
E				to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**3. If You Are Applying As An INDIVIDUAL, Please List Your Employment Or Work History for past five (5) years:**

	Name of Employer	Address	Duties	Name of Supervisor	Dates of Employment	Telephone
A					to	
B					to	
C					to	
D					to	
E					to	
F					to	

*(Please Use and Attach a Separate Sheet for Salary History and Additional Items.)*

**4. List At Least Five (5) References Familiar With Service Delivery:**

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						
E						

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**4. ARE YOU A UNITED STATES CITIZEN?**

YES                       NO

**5. ARE YOU A PERMANENT RESIDENT?**

*(Please Attach Documentation To Support)*

YES                       NO

**6. IF YOU ARE NOT A CITIZEN, CAN YOU PROVIDE AND SUBMIT VERIFICATION OF YOUR LEGAL RIGHT TO WORK IN THE UNITED STATES? *(Please Attach Documentation To Support.)***

YES                       NO

**SECTION V – EDUCATION, CREDENTIALS AND LICENSURE**

**1. Please List All Colleges (Undergraduate and Graduate) and Professional Institutions Attended:**

	Chief Study Subject Area	Name of College, University or Professional School	Address and Zip Code	Dates Attended	Date And Type Degree Awarded
A				To	
B				To	
C				To	
D				To	
E				To	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**2. Please List All Professional Certifications and Licenses (Copies Must Be Attached):**

	License/Certification	Agency/Entity	State	Number	Effective Dates	Date Issued
A					to	
B					to	
C					to	
D					to	
E					to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**3. Please List All Speciality, Certifications and Licenses (Copies Must Be Attached):**

	Specialty License/Certification	Agency /Entity	State	Number	Effective Dates	Date Issued
A					to	
B					to	
C					to	
D					to	

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**4. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY LICENSE, CERTIFICATION OR CREDENTIAL REVOKED OR SUSPENDED?  YES  NO**

*(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**5. Please list any hospital affiliations or privileges below:**

	Name of Individual(s)	Name of Hospital	Address	Type Privilege/Affiliation	Telephone	Fax No.
A						
B						
C						
D						

*(Please Use and Attach a Separate Sheet for Additional Items.)*

**6. HAVE YOU OR ANY MEMBER OF THE ORGANIZATION EVER HAD ANY HOSPITAL PRIVILEGES REVOKED, FOR ANY REASON?  YES  NO**

*(If yes, please explain in REMARKS SECTION, or attach a detailed explanation, including dates, type of license, certification, credential and all circumstances surrounding the event(s).)*

**SECTION VI – SERVICE DATA AND INFORMATION**

1. GENERAL SERVICE CATEGORIES: Please Check Each Of The General Service Categories For Which You Or The Organization Are Applying.

- |  |   |   |
|--|---|---|
| <input type="checkbox"/> Education (EDS)         | <input type="checkbox"/> Human Services (HUM) | <input type="checkbox"/> Social Services (SOC)        |
| <input type="checkbox"/> Special Education (SED) | <input type="checkbox"/> Mental Health (MEN)  | <input type="checkbox"/> Youth/Juvenile Justice (JUV) |
| <input type="checkbox"/> Health (HTH)            | <input type="checkbox"/> Psychology (PSY)     | <input type="checkbox"/>                              |

2. POPULATIONS: Please Check All That Apply For Populations.

- |   |   |   |   |
|---|---|---|---|
| <input type="checkbox"/> Children & Youth (CYG)             | <input type="checkbox"/> Adults (ADT)                     | <input type="checkbox"/> Developmentally Disabled (DVD) | <input type="checkbox"/> Homeless (HLS)         |
| <input type="checkbox"/> Children & Youth-Detained (CYD)    | <input type="checkbox"/> Adult Forensic-Psychiatric (AFP) | <input type="checkbox"/> Geriatric (GER)                | <input type="checkbox"/> Multicultural (MLT)    |
| <input type="checkbox"/> Children & Youth-Committed (CYC)   | <input type="checkbox"/> Adult Forensic-Correctional (FC) | <input type="checkbox"/> Pregnant Women (PGW)           | <input type="checkbox"/> HIV/AIDS (HIV)         |
| <input type="checkbox"/> Children & Youth-Supervision (CYS) | <input type="checkbox"/> Physically Disabled (DIS)        | <input type="checkbox"/> Hearing Impaired (HIM)         | <input type="checkbox"/> Dually Diagnosed (DUD) |
| <input type="checkbox"/> Special Education (SED)            | <input type="checkbox"/> Mentally Retarded (MRD)          | <input type="checkbox"/> Blind/Visually Impaired (BLD)  | <input type="checkbox"/>                        |

3. SETTING CODES: Please Check The Settings Where You Or The Organization Can Or Will Provide Service.  
(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)

- |   |  |  |  |
|---|--|--|--|
| <input type="checkbox"/> Addiction Treatment Facility (ADF) | <input type="checkbox"/> Foster Care Home (FCH)          | <input type="checkbox"/> Homeless Shelter (HOS)        | <input type="checkbox"/> Nursing Care Facility (NCF)         |
| <input type="checkbox"/> Ambulatory Care/Surg Center (AMB)  | <input type="checkbox"/> Detention Facility–Youth (DFY)  | <input type="checkbox"/> In the Field (FLD)            | <input type="checkbox"/> Outpatient Clinic (OTC)             |
| <input type="checkbox"/> Child Development Center (CDC)     | <input type="checkbox"/> Detention Facility –Adult (DFA) | <input type="checkbox"/> Inpatient-Psychiatric (INP)   | <input type="checkbox"/> Private Home (PRH)                  |
| <input type="checkbox"/> Comm Day Program (CDP)             | <input type="checkbox"/> Dialysis Center (DIA)           | <input type="checkbox"/> Inpatient-Medical (INM)       | <input type="checkbox"/> Provider's Office or Facility (POF) |
| <input type="checkbox"/> Comm Health Center (CHC)           | <input type="checkbox"/> Group Home –Youth (YGH)         | <input type="checkbox"/> Intermed Care Center-MR (IMR) | <input type="checkbox"/> School (SCH)                        |
| <input type="checkbox"/> Comm Residential Facility (CRF)    | <input type="checkbox"/> Group Home-MR (MGH)             | <input type="checkbox"/> Laboratory (LAB)              | <input type="checkbox"/>                                     |
| <input type="checkbox"/> Crisis Center (CRC)                |  |  |  |

4. SPECIFIC SERVICE CATEGORIES: Please Check the Specific Service Categories That Apply To You or The Organization in which you are qualified, including licenses, or certified, to provide services:

- |  |  |  |
|--|--|--|
| <input type="checkbox"/> Addiction Treatment Services (ADT)          | <input type="checkbox"/> Dental Services (DEN)               | <input type="checkbox"/> Personal Care Services (PCS)        |
| <input type="checkbox"/> Allergy (ALG)                               | <input type="checkbox"/> Dialysis Services (DIA)             | <input type="checkbox"/> Physical Therapy (PTH)              |
| <input type="checkbox"/> Addiction Treatment Services (ADT)          | <input type="checkbox"/> Early Childhood Intervention (ECI)  | <input type="checkbox"/> Podiatry (POD)                      |
| <input type="checkbox"/> Assessment/Diagnosis (ASS)                  | <input type="checkbox"/> EPSDT Screening (EPS)               | <input type="checkbox"/> Pre-Natal Services (PNA)            |
| <input type="checkbox"/> Audiology (AUD)                             | <input type="checkbox"/> Family Services (FAM)               | <input type="checkbox"/> Psychological Services (PSC)        |
| <input type="checkbox"/> Assessment Diagnosis (ASD)                  | <input type="checkbox"/> Homemaker Services (HOM)            | <input type="checkbox"/> Pyschiatric (PSY)                   |
| <input type="checkbox"/> Birthing Services (BIR)                     | <input type="checkbox"/> Dental Hygienist (DHY)              | <input type="checkbox"/> Recreation Therapy (RTH)            |
| <input type="checkbox"/> Case Management-Family Services (CMF)       | <input type="checkbox"/> Laboratory Screening Services (LAB) | <input type="checkbox"/> Respiratory Care Services (RES)     |
| <input type="checkbox"/> Case Management-Medical (CMM)               | <input type="checkbox"/> Mental Health (MEN)                 | <input type="checkbox"/> Respite Care (RSC)                  |
| <input type="checkbox"/> Case Management-Social (CMS)                | <input type="checkbox"/> Midwiifery (MID)                    | <input type="checkbox"/> Supported Employment Services (SES) |
| <input type="checkbox"/> Child Care Services (DAY)                   | <input type="checkbox"/> Music Therapy (MTH)                 | <input type="checkbox"/> Social Worker Services (SWS)        |
| <input type="checkbox"/> Chore Services (CHR)                        | <input type="checkbox"/> Neurology (NEU)                     | <input type="checkbox"/> Speech Therapy (STH)                |
| <input type="checkbox"/> Consulting (CON)                            | <input type="checkbox"/> Nutrition and Dietary (NUT)         | <input type="checkbox"/> Transportation Services (TRS)       |
| <input type="checkbox"/> Counseling Services (CSL)                   | <input type="checkbox"/> Occupational Therapy (OTH)          | <input type="checkbox"/> Visiting Nurse (home) (VIS)         |
| <input type="checkbox"/> Crisis Intervention Services (CRI)          | <input type="checkbox"/> Optometry (OPT)                     | <input type="checkbox"/> Vocational Rehabilitation (VOC)     |
| <input type="checkbox"/> Day Treatment Services (Habilitation) (DTR) | <input type="checkbox"/> Pediatric (PED)                     | <input type="checkbox"/>                                     |

5. LICENSURE AND CERTIFICATION CATEGORIES: Please Check All of the Licensure and Certification categories that Apply to You or the Organization in which you are qualified, And Are Licensed Or Certified To Provide Services:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> Acupuncture Therapist (ACC)              | <input type="checkbox"/> Massage Therapy (MAS)          | <input type="checkbox"/> Physician (DOC)               |
| <input type="checkbox"/> Advanced Practice Registered Nurse (ARN) | <input type="checkbox"/> Naturopathy (NAT)              | <input type="checkbox"/> Physician Assistant (PAS)     |
| <input type="checkbox"/> Architect (ARC)                          | <input type="checkbox"/> Nurse-Anesthetist (RNA)        | <input type="checkbox"/> Podiatrist (POD)              |
| <input type="checkbox"/> Audiologist (AUD)                        | <input type="checkbox"/> Nurse-Midwife (RNM)            | <input type="checkbox"/> Practical Nursing (LPN)       |
| <input type="checkbox"/> Certificate of Occupancy (COO)           | <input type="checkbox"/> Nurse Practitioner (RNP)       | <input type="checkbox"/> Professional Counseling (PRO) |
| <input type="checkbox"/> Child Development (CHD)                  | <input type="checkbox"/> Nutritionist & Dietician (NUT) | <input type="checkbox"/> Psychologist (PSC)            |
| <input type="checkbox"/> Dental Hygienist (DHY)                   | <input type="checkbox"/> Obstetrician (OBS)             | <input type="checkbox"/> Pyschiatrist (PSY)            |
| <input type="checkbox"/> Dentist (DEN)                            | <input type="checkbox"/> Occupational Therapist (OTH)   | <input type="checkbox"/> Registered Nurse (RNN)        |
| <input type="checkbox"/> Chiropractor (CHP)                       | <input type="checkbox"/> Optometrist (OPT)              | <input type="checkbox"/> Respiratory Care (RES)        |
| <input type="checkbox"/> Foster Care Provider (FOS)               | <input type="checkbox"/> Opthomology (OPG)              | <input type="checkbox"/> Social Worker-Clinical (SWC)  |
| <input type="checkbox"/> Funeral Directors (FUN)                  | <input type="checkbox"/> Pharmacist (PHM)               | <input type="checkbox"/> Social Worker (SWS)           |
| <input type="checkbox"/> Gynecology (GYN)                         | <input type="checkbox"/> Physical Therapist (PTH)       | <input type="checkbox"/>                               |

6. LANGUAGE SKILLS: Please Check All that Apply for Your Or The Organization's Language Skills:

- |   |   |  |
|---|---|--|
| <input type="checkbox"/> English (ENG)                      | <input type="checkbox"/> French (FRN)         | <input type="checkbox"/> Chinese–Cantonese (CCA)   |
| <input type="checkbox"/> Spanish (SPN)                      | <input type="checkbox"/> Haitian Creole (CRE) | <input type="checkbox"/> Chinese-Mandarin (CMA)    |
| <input type="checkbox"/> International/Universal Sign (SGN) | <input type="checkbox"/> Vietnamese (VTN)     | <input type="checkbox"/> Ethiopian (Amharic) (AMH) |
| <input type="checkbox"/> Italian (ITL)                      | <input type="checkbox"/> Korean (KOR)         | <input type="checkbox"/>                           |

**SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE**

1. Please list All of the Personnel In your Organization Who Are Critical To organization Performance. Please List Officers, Clinical Directors, Medical Directors, Service Supervisors, and Sub-Contractors Essential to the Performance of Services in this Qualifications Record and Attach Resumes Coded to this Section. Attach Any Copies of Licenses, Certifications, or Credentials Where Applicable.:

	Name	Title/Position	Affiliation	Telephone	Fax	E-Mail
A						
B						
C						
D						

**SECTION VIII – REMARKS SECTION**

1. Please use this section to respond to or to continue to response to any previous question, or request for information. In addition, please feel free to use this section to provide additional information vital to determining your or the organizations qualifications to enter into a Human Care Service Agreement with the District of Columbia

**SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE**

1. **DRUG-FREE WORKPLACE CERTIFICATION:** *Please provide Certification That You Or The Organization Does Or Will Operate In A Drug-Free Manner.*

I/We, \_\_\_\_\_ of \_\_\_\_\_

Hereby give, affirm and provide certification that I/We have received and have read the requirements on having and maintaining a Drug-Free Workplace in the District of Columbia, agree to be bound by those requirements and the remedies stated in the requirements, and further certify that I/We realize that making a false, fictitious, or fraudulent certification may render the maker subject to prosecution under Title 18, United States Code, Section 1001.

Name (Please Print)	Title	Signature	Date
---------------------	-------	-----------	------

*(May be signed on behalf of individual or organization.)*

2. **STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA SUPPLY AND SERVICES CONTRACTS:** *Please provide Certification That You Or The Organization Agree To Be Bound By the Standard Contract Provisions of the District of Columbia.*

I/We, \_\_\_\_\_ of \_\_\_\_\_

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts ("Standard Contract Provisions"), dated November 2004, and agree to be bound by all of the provisions, including The requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy America Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

Name (Please Print)	Title	Signature	Date
---------------------	-------	-----------	------

3. **INFORMATION CONSENT:** *Please Provide Certification That You Or The Organization Provide Consent To The District To Obtain Additional Information As Needed.*

I/We, \_\_\_\_\_ of \_\_\_\_\_

Hereby give, provide and express my consent for representatives of the Office of Contracting and Procurement, Government of the District of Columbia, to obtain any information from any professional organization, business entity, individual, government agency, or academic institution concerning the Professional license status or certification referenced in this document. This material shall be held, maintained and updated by the Office of Contracting and Procurement. I further understand that the Office of Contracting and Procurement will use this information solely for internal purposes pertaining to the evaluation of the qualifications of individuals and organizations to provide human care services, as appropriate, in the District of Columbia.

Name (Please Print)	Title	Signature	Date
---------------------	-------	-----------	------

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
OFFICE OF THE CHIEF FINANCIAL OFFICER  
OFFICE OF TAX AND REVENUE



**TAX CERTIFICATION AFFIDAVIT**

**THIS AFFIDAVIT IS TO BE COMPLETED ONLY BY THOSE WHO ARE REGISTERED TO CONDUCT BUSINESS IN THE DISTRICT OF COLUMBIA.**

Date: \_\_\_\_\_

Name of Organization/Entity: \_\_\_\_\_

Address: \_\_\_\_\_

Business Telephone No.: \_\_\_\_\_

Principal Officer:

Name: \_\_\_\_\_ Title: \_\_\_\_\_

Soc. Sec. No.: \_\_\_\_\_

Federal Identification No.: \_\_\_\_\_

Contract No.: \_\_\_\_\_

Unemployment Insurance Account No.: \_\_\_\_\_

I hereby certify that:

- I have complied with the applicable tax filing and licensing requirements of the District of Columbia.
- The following information is true and correct concerning tax compliance for the following taxes for the past five (5) years:

	Current	Not Current	Not Applicable
District: Sales and Use	( )	( )	( )
Employer Withholding	( )	( )	( )
Ball Park Fee	( )	( )	( )
Corporation Franchise	( )	( )	( )
Unincorporated Franchise	( )	( )	( )
Personal Property	( )	( )	( )
Real Property	( )	( )	( )
Individual Income	( )	( )	( )

The Office of Tax and Revenue is hereby authorized to verify the above information with the appropriate government authorities. The penalty for making false statements is a fine not to exceed \$5,000.00, imprisonment for not more than 180 days, or both, as prescribed by D.C. Official Code § 47-4106.

This affidavit must be notarized and becomes void if not submitted within 90 days of the date notarized.

\_\_\_\_\_  
Signature of Authorizing Agent

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name

Notary: DISTRICT OF COLUMBIA, ss:

Subscribed and sworn before me this \_\_\_\_\_ day of \_\_\_\_\_ Month and Year

Notary Public: \_\_\_\_\_

My Commission Expires: \_\_\_\_\_