



Government of the District of Columbia

HUMAN CARE AGREEMENT

PAGE 1 OF 20 PAGES

1. CONTRACT NUMBER: DCJA-2007-HC-0037
 2. REQUISITION/PURCHASE REQUEST NO.:
 3. EFFECTIVE DATE: May 31, 2007

4. ISSUED BY: Office of Contracting and Procurement, Department of Human Services, 64 New York Avenue, Washington, DC 20002
 5. ADMINISTERED BY (If other than Item 5): Contracting Officer Technical Representative as specified in Item E.2.1
 Telephone: (202) 698-3915 Fax: (202) 724-8965 E-Mail:

6. NAMES AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

 POINT OF CONTACT:
 Telephone: Fax: E-Mail:

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Controller/Agency CFO, P.O. Box 54047, Room1702, Washington, D.C. 20032
 8. DISTRICT SHALL SEND ALL PAYMENTS TO:

9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-95	General Practitioner	See Section B	See Section B		
0002	952-95	Appeal Hearing				
0003	952-95	Psychologist				
0004	952-95	Appeal Hearing				
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						\$
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

LINE	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT

A. SOAR SYSTEM OBLIGATION CODE:
 B. Name of Financial Officer (Typed):
 Title:
 C. Signature:
 D. Date:

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: Ending Date:

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 and Item No. 12 of page 1 of this document. The Provider/Contractor is required to sign this document and return 3 original and signed copies to the Contracting Officer of the Issuing Office stated in Item No.4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated October 1, 1999; (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.

12. FOR THE PROVIDER/ CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer (Type or print) Name: Title:	A. Name of Contracting Officer (Type or print) Name: Jean Wright Title: Contracting Officer
B. Signature of the PROVIDER/CONTRACTOR: C. DATE	B. Signature of CONTRACTING OFFICER: C. DATE

PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Government of the District of Columbia, Income Maintenance Administration, hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of Medical Consultation Services for Social Security Disability Determination pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Official Code 2-303.06a).

B.1 The District contemplates the award of multiple agreements to the responsible providers whose offers will be most advantageous to the District based on their pre-qualification data and cost. The number of Agreements will be based on the capacity of providers to fulfill the estimated hours as stated herein;

B.2 This is a human care agreement based on fixed-unit prices.

BASE YEAR

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
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0001	General Practitioner	<u>1,500</u>	<u>Per Case</u>	\$ <u> </u>	\$ <u> </u>
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0002	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ <u> </u>	\$ <u> </u>
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QUANTITY SERVICE SERVICE TOTAL

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>(EST.)</u>	<u>UNIT</u>	<u>RATE</u>	<u>PRICE</u>
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0003	Psychologist	<u>1,250</u>	<u>Per Case</u>	\$ <u> </u>	\$ <u> </u>
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0004	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ <u> </u>	\$ <u> </u>
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OPTION YEAR 1

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0101	General Practitioner	<u>1,500</u>	<u>Per Case</u>	\$ _____	\$ _____
0102	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ _____	\$ _____

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0103	Psychologist	<u>1,250</u>	<u>Per Case</u>	\$ _____	\$ _____
0104	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ _____	\$ _____

OPTION YEAR 2

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0201	General Practitioner	<u>1,500</u>	<u>Per case</u>	\$ _____	\$ _____
0202	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ _____	\$ _____

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0203	Psychologist	<u>1,250</u>	<u>Per Case</u>	\$ _____	\$ _____
0204	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ _____	\$ _____

OPTION YEAR 3

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0301	General Practitioner	<u>1,500</u>	<u>Per Case</u>	\$ <u> </u>	\$ <u> </u>
0302	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ <u> </u>	\$ <u> </u>

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0303	Psychologist	<u>1,250</u>	<u>Per Case</u>	\$ <u> </u>	\$ <u> </u>
0304	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ <u> </u>	\$ <u> </u>

OPTION YEAR 4

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0401	General Practitioner	<u>1,250</u>	<u>Per Case</u>	\$ <u> </u>	\$ <u> </u>
0402	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ <u> </u>	\$ <u> </u>

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0403	Psychologist	<u>1,250</u>	<u>Per case</u>	\$ <u> </u>	\$ <u> </u>
0404	Appeal Hearing	<u>260</u>	<u>Per Hearing</u>	\$ <u> </u>	\$ <u> </u>

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Background

C.1.1 This is a recurring service.

C.1.2 The Department of Human Services (DHS) is responsible for administering the delivery of social services to residents of the District of Columbia. It implements and administers programs under the Personal Responsibility and Work Opportunity Reconciliation Act and serves as the focal point for policy and implementation of the Temporary Assistance for Needy Families (TANF), Food Stamps and Medical Assistance programs.

The Department of Human Services (DHS), Income Maintenance Administration (IMA), must maintain a Medical Review Team (MRT) employing medical doctors licensed to practice in the District of Columbia to provide objective determinations of permanent disability and incapacity related to the eligibility requirements of the Interim Disability Assistance, Medicaid, Temporary Assistance to Needy Families, Program on Work, Employment, and Responsibility (POWER) and other benefit programs. Whenever disability is cited in an application as the justification for benefits, or disability is the basis for a proposed exemption from certain requirements of benefit programs, the file must be reviewed by the Medical Review Team

C.2 Scope of Human Care Service:

C.2.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services specified in subsection C.2.2.

C.2.2 Licensed physicians are required to determine the existence and extent of a medically determinable impairment for the purpose of establishing a disability asserted by an applicant in relation to IMA administered programs.

C.2.2.1 Medical Review Team (MRT) physicians must be available to attend weekly or biweekly meetings with the IMA team members. The duration of a meeting ranges from 1.5 to 4 hours.

C.2.2.2 MRT physicians are also required to provide second level review of medical evidence when an applicant disputes the initial MRT decision, and may be asked to give testimony at appeal hearings.

C.2.2.3 The MRT physician must dictate, for the record, the specific medical evidence needed from hospitals, clinics, or other health facilities where the applicant has been treated. Medical reports reviewed by MRT include:

- medical history;
- clinical findings (such as the results of physical or mental status examinations);

- laboratory findings (such as blood pressure, x-rays);
- diagnosis;
- treatment prescribed with response and prognosis;

The MRT physician also looks for evidence of the effects of symptoms, such as pain, shortness of breath, or fatigue, on an applicant's ability to function. All information provided by treating and other sources regarding is considered including:

- the claimant's daily activities;
- the location, duration, frequency, and intensity of the pain or other symptom;
- any measures the claimant uses or has used to relieve pain or other symptoms; and
- other factors concerning the claimant's functional limitations due to pain or other symptoms.

C.3. Definitions

- C.3.1 **Human Care Services** - means education, or special education, health, human, or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.3.2. **Human Care Agreement** - means a written agreement for the procurement of education or special education, health, human or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.
- C.3.3 **Task Order** - means an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order.
- C.3.4 **Provider** - means a consultant, vendor, or contractor, of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.
- C.3.5 **Voucher** - means a written authorization, to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.
- C.3.6 **Disability** - under the Social Security Act disability is defined as the inability to engage in substantial gainful activity by reason of any medically determinable physical or mental impairment expected to last at least 12 months or result in death.
- C.3.7 **Medically Determinable Impairment** - an impairment that has medically demonstrable anatomical, physiological or pathological abnormalities.
- C.3.8 **Disability Claim**- an application for Social Security disability benefits. Included in the

application is an allegation of the disabling impairments or conditions, onset date of disability and sources of treatment for the alleged impairment.

- C.3.9 **Determination** - decision as to whether the individual is or is not disabled as defined by Social Security law.
- C.3.10 **Residual Functional Capacity (RFC)** – a medical assessment of the remaining work-related physical and mental capacities (e.g. walk, stand, lift, carry, understand, carry out and remember instructions).
- C.3.11 **Listing of Impairments** – a list of impairments for each of the body systems which are considered severe enough to prevent a person from doing substantial work activity.
- C.3.12 **Medical Equivalence** – a decision as to whether an individual’s impairment or impairments are medically the equivalent of an impairment listed in the “Listing of Impairments”, SSA Pub. No. 64-039 ICN 468600, January 2003.
- C.3.13 **Quality Assurance Review** – a review of a designated sample of the state agency’s disability determinations to assure decisional accuracy and case processing in accordance with Social Security regulations and other adjudicative criteria.
- C.3.14 **Acceptable medical sources** – generally include licensed physicians (including licensed osteopaths), licensed or certified psychologists, and licensed optometrists (for measurement of visual acuity and visual fields).

C.4. Service Requirements

- C.4.1 The Provider shall be available to work between the hours of 8:15 am – 4:45 pm Monday through Friday at the following location: 645 H Street, N.E., Washington, D.C.
- C.4.2 Provider shall be required to document daily arrival and departure time on a log sheet provided by the IMA.
- C.4.3 Perform responsibilities on a weekly basis provided consultation with Disability Examiners is possible and there is work available. The D.C. government will attempt to provide as much flexibility in the hours of work as it is practical in recognition of the fact that the contractor may also be practicing medicine or otherwise involved in his/her profession.
- C.4.4 Since the core element of the definition of disability is an established medical (physical or mental) impairment, Social Security regulations require that medical consultants be involved in the disability decision-making process. Psychiatric and psychological consultants will have review responsibilities for only those disability claims with mental impairments. Other medical (non-

psychiatric/psychological) consultants will have review responsibilities for disability claims with physical impairments. The responsibilities of the respective medical consultants shall be to:

- C.4.5 Evaluate the medical evidence (medical, psychiatric, psychological reports, laboratory data and other diagnostic test results) in the claims file to determine its adequacy for making a disability decision.
- C.4.6 Assess the severity of impairments and describe the functional physical and/or mental capacities and limitation imposed by impairments.
- C.4.7 Render a medical judgment as to whether an impairment is medically equivalent in severity to an impairment listed in the appendix to Subpart P of the disability regulations.
- C.4.8 Provide consultation and assistance to the disability claims examiner and other staff in resolving problems in securing medical evidence of record from community medical sources.
- C.4.9 Assist disability claims examiners in obtaining appropriate medical evidence of records in unusually complex medical claims through physician-to-physician telephone contacts.
- C.4.10 Review disability determination decisions to assure accuracy and integrity of decisions based on medical evidence and sign the determinations.
- C.4.11 Provider shall prepare a MRT Physician Evaluation Report on each claimant referred to him/her and submit each summarized report to the Disability Determination Division Chief on a weekly basis following the evaluation.
- C.4.12 Provider shall prepare a MRT Psychological Evaluation Report on each claimant referred to him/her and submit each summarized report to the Disability Determination Division Chief on a weekly basis following the evaluation.

C.5. Provider Specific Requirements

- C.5.1 Be a Board Certified or Board Eligible Physician, or Clinical Psychologists licensed in accordance with the District of Columbia Occupations Act of 1985 and submit documentation of certification/license. Physicians shall include internists, pediatricians, and psychologists.
- C.5.2 Have a basic knowledge of the Social Security Disability law and regulations.
- C.5.3 Have experience in disability evaluation conducted for Social Security and/or other disability programs such as the Veterans' Administration, Workman' s Compensation.

C.6 DELIVERABLES

C.6.1 PSYCHOLOGICAL EVALUATION

Deliverable	Method of Delivery	Due Date
MRT Physician Evaluation Report	<p>2 hard copies. A report shall be prepared on each claimant referral reviewed and evaluated. It shall include:</p> <ul style="list-style-type: none"> • Name of the Claimant • Claimant SS# • Name of Disability Examiner (DE) • Referral Date • Consultant Evaluation • Consultant Signature • Date of Evaluation 	The report shall be prepared daily on each claimant case reviewed and submitted weekly to the Chief, Disability Determination Division.

C.6.2 MEDICAL DOCTOR'S CLAIMS REPORT

Deliverable	Method of Delivery	Due Date
Daily Claims Report	<p>2 hard copies. For each claimant case reviewed, the report shall include:</p> <ul style="list-style-type: none"> • Date • Claimant's Name • Claimant's SS# • Date Received from Disability Examiner (DE) • Date Returned to Disability Examiner (DE) Unit • Outcome 	The report shall be prepared daily on each claimant case reviewed and submitted weekly to the Chief, Disability Determination Division.

C.7 Compliance With Service Rates

- C.7.1 All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.7.2 The Provider shall submit a detailed budget with documentation to justify its cost. The Provider's cost may be subject to negotiation.

C.8 Method of Delivery of Services

- C.8.1 The District shall provide Social Security Disability applications and claims for the medical consultants to review.
- C.8.2 The Provider shall provide no human care service unless and until the District makes an official referral to the Provider and a task order is issued to the Provider.

C.9 Eligibility

Eligibility for services under this Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR Section 1905.5 (Attachment 3).

C.10 Compliance With Laws

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

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

- D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) option years subject to the availability of funds for any period beyond the end of the fiscal year in which the Agreement is awarded.

- D.1.2 If the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement, the District may terminate this Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 and 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.”
- D.1.3 The District reserves the right to cancel a task order issued pursuant to this Agreement upon thirty (30) days written 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 Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Agreement.

D.3 Option to Extend Term of the Agreement

- D.3.1 The District Government may extend the term of this contract 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 Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- D.3.2 The service rates prices for the option periods shall be as specified in Part I, The Service Rate, Section B.
- D.3.3 If the District exercises an option, the extended contract shall be considered to include this option provision.
- D.3.4 The total duration of this Agreement including the exercise of any options under this clause, shall not exceed five (5) years.
- D.3.5 Should the District exercise the contract option for option number 3, the Provider will be required to complete a new Qualification Record.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer/Human Care Agreement Administration

E.1.1 The Contracting Officer (CO) is the only District official authorized to bind 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 Agency Chief Contracting Officer shall be forwarded to:

Jean Wright
Office of Contracting and Procurement
Department of Human Services
64 New York Avenue, N.W.
Washington, DC 20002
Telephone Number: (202) 671-4462
Facsimile Number: (202) 671-4469
E-Mail Address: Jean.Wright@dc.gov

E.2 Contracting Officer's Technical Representative

E.2.1 The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Representative shall be:

Keith Warren
Administrative Officer
Department of Human Services
Income Maintenance Administration
645 H Street, N.E., 5th Floor
Washington, DC 20002
Telephone: (202) 698-3915
E-Mail Address: KeithG.Warren@dc.gov

E.2.2 Contact Person

For procurement information regarding this Human Care Agreement contact:

Andrei Howze
Contract Specialist
64 New York Avenue, N.W.
Washington, DC 20002
Telephone: (202) 671-4479
E-Mail Address: Andrei.Howze@dc.gov

E.3 Ordering and Payment

- E.3.1 The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.
- E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in item number 8 on Page one (1) of the purchase order/task order, “Provider Shall Submit All Invoices To.”
- E.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- (1) Provider name and address;
 - (2) Invoice date, number and the total amount due;
 - (3) Period or date of service;
 - (4) Description of service;
 - (5) Quantity of services provided or performed;
 - (6) Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
 - (7) Purchase Order or Task Order Number;
 - (8) Human Care Agreement Number;
 - (9) Federal Tax Identification Number;
 - (10) Any other supporting documentation or information, as required; and
 - (11) Name, title and telephone number and signature of the preparer.

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

PART II

SECTION F – AGREEMENT CLAUSES

F.1 Standard Contract Provisions Incorporated By Reference

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

F.2 Laws and Regulations Incorporated By Reference

By signing this Agreement, the Provider certifies, attests, agrees, and acknowledges to be bound by the following stipulations, representations and requirements of the provisions of the following laws, acts and orders, together with the provisions of the applicable regulations made pursuant to the laws, and they are incorporated by reference into this Agreement:

F.2.1 Social Security Act, Title II and Title XVI

F.2.2 Health Insurance Portability and Accountability Act (HIPAA)

F.3 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 these services or treatment to any individual other than an official of the District connected with the provision of services under this Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

F.4 Tax Compliance Certification

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

F.5 Amendments

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

F.6 Subcontracts

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

F.7 Provider Responsibility

The Provider bears primary responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.

F.8 Drug-Free Work Place Clause

In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the provider has received a signed copy of the Drug-Free Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement.

F.9 HIPAA Privacy Compliance

(1) Definitions

- (a) *Business Associate*. "Business Associate" shall mean [Insert Name of Contractor].
- (b) *Covered Entity*. "Covered Entity" shall mean [Insert Name of District of Columbia Agency].
- (c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
 - (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.
2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.
- (d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).
 - (e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.
 - (f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.
 - (g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.
 - (h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

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

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

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual, and in the time and manner [Insert negotiated terms for amendment].

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

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

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

(3) Permitted Uses and Disclosures by Business Associate

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

(b) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 42 CFR 164.504(e)(2)(i)(B).

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

(4) Obligations of Covered Entity

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

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

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

(5) Permissible Requests by Covered Entity

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

(6) Term and Termination

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

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

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

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

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

(c) *Effect of Termination.*

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

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

(7) Miscellaneous

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

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

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

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

F.10 Order of Precedence Clause

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

F.10.1. The Human Care Agreement

F.10.2 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March, 2007.

F.10.3 The Attachments as specified and listed in Section F.11

F.10.4 Purchase Order or Task Order

F.11 Attachments

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

F.11.1 The Human Care Agreement Provider Qualifications Records.

F.11.2 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007.

F.11.3 27 DCMR Sections 1905-1908.

F.11.4 First Source Employment Agreement.

F.11.5 U.S. Department of Labor Wage Determination No. 2005-2104, Revision No. 3, dated November 7, 2006.

F.11.6 Local, Small and Disadvantaged Business Enterprise Certification 1 Program Package.

F.11.7 Office of Tax and Revenue, Tax Certification.

F.11.8 Business Tax Registration Application (to be completed by Providers who do not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an unemployment Account Number issued by the Department of Employment Services).

F.11.9 Drug-Free Certification

F.11.10 Equal Employment Opportunity Compliance Documents