



### Government of the District of Columbia

## HUMAN CARE AGREEMENT

PAGE 1 OF 31 PAGES

1. CONTRACT NUMBER <b>DCJA-2007-HC-0038</b>	2. REQUISITION/PURCHASE REQUEST NO.	3. EFFECTIVE DATE <b>6/25/07</b>
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4. ISSUED BY <b>Office of Contracting and Procurement Department of Human Services 64 New York Avenue Washington, DC 20002</b>	5. ADMINISTERED BY (If other than Item 5): <b>Contracting Officer Technical Representative as specified in Item E.2.1</b>  Telephone: (202) 442-8471 Fax: (202) 442-8743 E-Mail: <b>Mary.Prentiss@dc.gov</b>
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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: <b>Office of the Controller/Agency CFO P.O. Box 54047, Room1702 Washington, D.C. 20032</b>	8. DISTRICT SHALL SEND ALL PAYMENTS TO:
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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	State Medical Consultant	See Section B	See Section B		
0002	952-95	Medical Consultant				
0003	952-95	Psychiatric/Psychological Consultant				
0004	952-95	Psychiatric/Psychological Consultant				
0005	952-95	Ophthalmology Consultant	Total			\$
0006	952-95	Dental Consultant	Total From Any Continuation Pages			\$
<b>GRAND TOTAL</b>						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION														
LINW	AGY	YEAR	INDEX	PCA	OBJ	AOBJ	GRANT/PH	PROJ/PH	AG1	AG2	AG3	PERCENT	FUND SOURCE	AMOUNT

A. SOAR SYSTEM OBLIGATION CODE:	B. Name of Financial Officer (Typed):  Title:	C. Signature:	D. Date:
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**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:	B. Signature of the PROVIDER/CONTRACTOR:	A. Name of Contracting Officer (Type or print) Name: Jean Wright Title: Contracting Officer	B. Signature of CONTRACTING OFFICER:
	C. DATE		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, Rehabilitation Services Administration (RSA), 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 to RSA staff, supervisors and counselors who develop rehabilitation plans for persons with disabilities who are residents of the District of Columbia 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**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>QUANTITY (EST.)</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>	<b><u>TOTAL PRICE</u></b>
0001	<u>State Medical Consultant</u>	<u>1040</u>	<u>Per Hour</u>	\$ _____	\$ _____
0002	<u>Medical Consultant</u>	<u>600</u>	<u>Per Hour</u>	\$ _____	\$ _____
0003	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>600</u>	<u>Per Hour</u>	\$ _____	\$ _____
0004	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>330</u>	<u>Per Hour</u>	\$ _____	\$ _____
0005	<u>Ophthalmology Consultant</u>	<u>500</u>	<u>Per Hour</u>	\$ _____	\$ _____
0006	<u>Dental Consultant</u>	<u>200</u>	<u>Per Hour</u>	\$ _____	\$ _____

**OPTION YEAR ONE**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>QUANTITY (EST.)</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>	<b><u>TOTAL PRICE</u></b>
0001	<u>State Medical Consultant</u>	<u>1040</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>
0002	<u>Medical Consultant</u>	<u>600</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>
0003	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>600</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>
0004	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>330</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>
0005	<u>Ophthalmology Consultant</u>	<u>500</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>
0006	<u>Dental Consultant</u>	<u>200</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>

**OPTION YEAR TWO**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>QUANTITY (EST.)</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>	<b><u>TOTAL PRICE</u></b>
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0005	<u>Ophthalmology Consultant</u>	<u>500</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>
0006	<u>Dental Consultant</u>	<u>200</u>	<u>Per Hour</u>	<u>\$</u>	<u>\$</u>

**OPTION YEAR THREE**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>QUANTITY (EST.)</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>	<b><u>TOTAL PRICE</u></b>
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0004	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>330</u>	<u>Per Hour</u>	\$ _____	\$ _____
0005	<u>Ophthalmology Consultant</u>	<u>500</u>	<u>Per Hour</u>	\$ _____	\$ _____
0006	<u>Dental Consultant</u>	<u>200</u>	<u>Per Hour</u>	\$ _____	\$ _____

**OPTION YEAR FOUR**

<b><u>CLIN</u></b>	<b><u>SERVICE DESCRIPTION</u></b>	<b><u>QUANTITY (EST.)</u></b>	<b><u>SERVICE UNIT</u></b>	<b><u>SERVICE RATE</u></b>	<b><u>TOTAL PRICE</u></b>
0001	<u>State Medical Consultant</u>	<u>1040</u>	<u>Per Hour</u>	\$ _____	\$ _____
0002	<u>Medical Consultant</u>	<u>600</u>	<u>Per Hour</u>	\$ _____	\$ _____
0003	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>600</u>	<u>Per Hour</u>	\$ _____	\$ _____
0004	<u>Psychiatric/Clinical Psychological Consultant</u>	<u>330</u>	<u>Per Hour</u>	\$ _____	\$ _____
0005	<u>Ophthalmology Consultant</u>	<u>500</u>	<u>Per Hour</u>	\$ _____	\$ _____
0006	<u>Dental Consultant</u>	<u>200</u>	<u>Per Hour</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 Rehabilitation Services Administration (RSA) is mandated by Title I of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220 to assist persons with disabilities to prepare for, secure and maintain employment in the area of their respective chosen vocational goal. National statistics indicate that persons with disabilities are significantly underemployed. This is also true in the District of Columbia.
- C.1.3 Services through RSA are provided after a determination of the presence of a disability that causes an impediment to employment or independent living and requires rehabilitation services for amelioration that will lead to employment or improved independence in the home and community. RSA is obligated to provide the following:
  - C.1.3.1 Assessment to determine eligibility and service needed;
  - C.1.3.2 Eligibility decision;
  - C.1.3.3 Development of an Individual Plan for Employment (IPE);
  - C.1.3.4 Service Implementation; and
  - C.1.3.5 Closure, which is defined as either successful employment upon the completion of ninety (90) days on the job or successful completion of an Independent Living Program.

### **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 in the manner specified in subsection C.2.2.
- C.2.2 The Department of Human Services (DHS), Rehabilitation Services Administration (RSA) seek Providers to serve as a State Medical Consultant, a Medical Consultant, (2) Psychiatric/Psychological Consultants, an Ophthalmology Consultant and a Dental Consultant to RSA staff, supervisors and counselors who develop vocational rehabilitation plans for persons with disabilities.

### **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 pursuant to section 306a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.2.
- C.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”** means a physical, mental or emotional impairment, certified by a licensed professional that affects negatively one’s ability to prepare for, enter or maintain employment.
- C.3.7 **“Individualized Plan for Employment (IPE)”** means a plan developed with the client by the assigned counselor. It includes a vocational goal and the services required to reach a goal.
- C.3.8 **“Vocational Assessment”** means a cadre of tools such as a Valpar System or the GATB (General Aptitude Test Battery) to assess a client’s interests, aptitudes and abilities and to recommend training or placement.
- C.3.9 **“Vocational Training”** means training which leads to the acquisition of skills needed for employment.

**C.4 General Requirements:**

- C.4.1 The Provider shall provide services at the following location: 810 First Street, N.E.; Washington, D.C. or sites selected by the Rehabilitation Services Administration.
- C.4.2 Providers other than the State Medical Provider shall participate in regularly scheduled meetings with the State Medical Provider to discuss items relating to rehabilitation eligibility processes and additional medical requirements of potential RSA clients;

- C.4.3 The Provider shall conduct face-to-face consultation with RSA Vocational Counselors and Supervisors as scheduled by the Secretary of the RSA Office of Medical Affairs or the Medical Evaluation Unit Clerk. During this consultant, the Provider shall explain the actual and potential effects of the client's health condition, as reported by the health services provider, on the client's rehabilitation including any health impediments to the rehabilitative activities proposed by the vocational counselor. As indicated, alternative rehabilitation goals, consistent with the consultants' professional medical judgment, may be suggested.
- C.4.4 Consultation shall consist of the following:
- C.4.4.1 The Counselor shall describe in general the client and the anticipated activity for the client's rehabilitation;
  - C.4.4.2 The Counselor shall present a significant document about the client, e.g., medical, surgical, psychological reports;
  - C.4.4.3 The Provider shall initial and date the document in C.4.4.2 and return the original to the Counselor;
  - C.4.4.4 The Provider shall discuss the case with the Counselor and shall submit the Provider's conclusion and recommendations concerning the case.
- C.4.5 The Provider shall record a report of the face-to-face consultation with RSA Vocational Counselors. The report shall include the following:
- C.4.5.1 **Medical/Psychiatric Consultation Form dated 6/6/06, Ophthalmology Consultation Form dated 8/14/01 or Dental Consultation Referral Form dated 6/6/06** (See Section F.11, Attachments) completed and signed by the Provider. The Provider shall recommend other medical diagnostic or evaluative studies to the RSA Vocational Counselor to clearly categorize and delineate the Client's disability;
  - C.4.5.2 A photocopy shall be provided by the Counselor, of the report in C.4.4.2 to the Provider and the Counselor shall insert the original in the client case record.
- C.4.6 The Provider shall submit **Medical/Psychiatric Consultation Record Form dated 6/6/06, Ophthalmology Consultation Record Form dated 8/14/01 or Dental Consultation Referral Form dated 6/6/06** to the Secretary of the RSA Office of Medical Affairs, after each consultation session, for use in compiling service statistics;

- C.4.7 The Provider shall maintain an average of twenty (20) minutes on each individual case for consultation and report process so that an average of three (3) cases shall be completed in one (1) hour.
- C.4.8 The Provider shall attend training activities (workshops, seminars and meetings) provided by the Rehabilitation Services Administration with Vocational Counselors in order to better understand rehabilitation principles and processes.
- C.4.9 The Provider shall participate in training, workshops or seminars on rehabilitation principles, which might include case presentation and simulated eligibility determinations.
- C.4.10 The Provider shall report to the Contracting Officer's Technical Representative (COTR) as identified in Section E.2, within twenty-four hours by telephone and facsimile all unusual incidents, including allegations of abuse or neglect, involving each referral that is provided with services or treatment by the Counselor and followed up by a written report to the COTR within forty-eight (48) hours of the unusual incident.

**C.5 Specific Requirement for the following Providers:**

**C.5.1 The State Medical Consultant (SMC):**

The State Medical Consultant provides expert medical advice to the Administrator of the Rehabilitation Services Administration (RSA) involving evaluation, development, coordination and submission of plans for activities related to medical services for RSA.

**The State Medical Consultant shall:**

- C.5.1.1 Be a Board Certified or Board Eligible Physician licensed in accordance with the District of Columbia Health Occupations Act of 1985. Submit documentation of certification/license;
- C.5.1.2 Must have experience in providing this type of service.
- C.5.1.3 Be available to work an average of 20 hours per week and provide the services listed herein between 8:15 am to 4:45 p.m., Monday through Friday at the following location: 810 First Street, N.E.; Washington, D.C. or sites selected by the Rehabilitation Services Administration.
- C.5.1.4 Provide technical assistance in the planning and formulation of medical policy for the Rehabilitation Services Administration program;

- C.5.1.5 Provide assistance and direction in the planning and formulation of medical components of new and/or individualized programs;
- C.5.1.6 Provide orientation and training as requested by the RSA Administrator to medical consultants and medical service providers;
- C.5.1.7 Provide direct medical consultation services to counselors and supervisors in the absence of assigned consultants or in unusual or complicated cases;
- C.5.1.8 Provide interpretation of new Federal and local regulations affecting the provision of medical services to RSA customers or potentially impacting on those services;
- C.5.1.9 Participate in the development of policies for utilizing outside medical facilities by conducting on-site reviews of medical facilities, inclusive of research and training centers;
- C.5.1.10 Conduct on-site reviews, upon request by the Rehabilitation Services Administration, of specialized medical rehabilitation facilities;
- C.5.1.11 Participate in the review of curriculum vitae and the interview process and make recommendations of applicants to serve as medical service providers and medical consultants;
- C.5.1.12 Participate in the development of standards governing the selection of physicians who provide diagnostic and treatment services to rehabilitation clients and the selection of hospital facilities for interim acute care;
- C.5.1.13 Participate in administration sponsored volunteer health projects, i.e. Health Fairs and Rehabilitation Workshops;
- C.5.1.14 Participate in planning, developing and conducting the medical aspects of in-service training programs for Administration staff; organize conferences on specific medical problems;
- C.5.1.15 Evaluate medical programs with emphasis on quality and accountability;
- C.5.1.16 Evaluate efficiency and effectiveness of medical consultants with relation to the goals and objectives of the Administration and training needs of consultants;

- C.5.1.17 Review and advise the Administrator of the Rehabilitation Services Administration regarding changes needed in medical fee schedules;
- C.5.1.18 Advise Medical Providers when new or unusual medical or surgical treatments are prescribed or new medical fees schedules are introduced or requested;
- C.5.1.19 Explore and advise on similar benefits available for use by the Administration in the provision of medical services;
- C.5.1.20 Update RSA medical provider list annually to assure that appropriately diversified medical, dental and allied health services providers are available to counselors;
- C.5.1.21 Coordinate medical services with providers, the Administration and management;
- C.5.1.22 Establish when appropriate, the State Medical Advisory committee (MAC), and serve as the principal person working with said committee;
- C.5.1.23 Maintain liaison and contact with the D.C. Medico-Chirurgical Society, the National Medical Association, the American Medical Association, the D.C. Medical Society and other physician/professional groups;
- C.5.1.24 Maintain close contact and cooperation with Regional Research and Training Centers in the Metropolitan Area;
- C.5.1.25 Maintain knowledge of developments in the field of medicine, public health, rehabilitation medicine and rehabilitation engineering, in order to help the Administration provide the best and latest rehabilitation services to clients especially the most severely disabled clients;
- C.5.1.26 Represent the Administration in medical related matters at local, regional and national conferences, meetings or workshops concerned with the provision of services.

**C.5.2 The District Medical Consultant:**

The District Medical Consultant provides expert medical advice to Supervisors and Counselors of the Rehabilitation Services Administration (RSA) who develop vocational rehabilitation plans for persons with disabilities.

**The District Medical Consultant shall:**

- C.5.2.1 Be a Board Certified or Board Eligible Physician licensed in accordance with the District of Columbia Health Occupations Act of 1985. Submit documentation of certification/licensure;
- C.5.2.2 Be available to work six (6) to twelve (12) hours per week and provide the services listed herein between 8:15 am to 4:45 p.m., Monday through Friday at the following location: 810 First Street, N.E.; Washington, D.C. or sites selected by the Rehabilitation Services Administration.
- C.5.2.3 Participate in regularly scheduled meetings with the State Medical Consultant to discuss items relating to rehabilitation eligibility processes and further medical requirements of potential clients.
- C.5.2.4 Participate in face-to-face consultation with Vocational Counselors and/or Supervisors as scheduled by the Secretary of the Office of Medical Affairs.
- C.5.2.5 Write results of face-to-face consultation with Vocational Counselors. The report is then signed by the District Medical Consultant, submitted to the counselor and becomes part of the case record.
- C.5.2.6 Recommend other medical diagnostic or evaluative studies to the Vocational Counselor to clearly categorize and delineate the client's disability.
- C.5.2.7 Advise RSA's staff on any need for mental/physical restorative services. Restorative services shall include but not be limited to the provision of artificial arms, legs and surgical therapy to restore function of the hands, and legs, hips (disabled by arthritis, amputation, accidents, or other infirmities) and, as indicated on the need for additional therapeutic medical care;
- C.5.2.8 Contact medical providers for clarification of medical or psychological information as required. Such contacts may be written or made by telephone.
- C.5.2.9 Participate in training activities with Vocational Counselors in order to better understand rehabilitation principles and processes.
- C.5.2.10 Participate in training, workshops or seminars on rehabilitation principles which might include case presentation and simulated eligibility determinations.

- C.5.2.11 Participate in providing training to Vocational Rehabilitation Counselors.
- C.5.2.12 Provide expertise specifically and particularly where the physical condition of the customer is at issue. Disease conditions such as hypertension (high blood pressure), stroke, heart disease, kidney disease, diabetes, chronic obstructive pulmonary disease, gastrointestinal diseases, cancer, can and do have a profound effect upon the ability of a client with these conditions to participate in the habilitation process. Further, clients with these and other physical diseases and conditions can participate to a greater or lesser degree in certain physical work situations;
- C.5.2.13 Explain these specified diseases and conditions to the counselors, especially where and how the disease or condition can or may influence the proposed rehabilitative activity;
- C.5.2.14 Contact medical providers for clarification of medical and psychological information. Contacts shall be written or made by telephone.
- C.5.2.15 Counselor describes in general the client and anticipated activity for rehabilitation. Counselor is required to present a significant document about the client, e.g. medical, surgical, psychological, etc. report. Consultant initials and dates the report and returns the original to the counselor. Consultant and counselor discuss the case and the consultant arrives at his or her conclusion concerning the case. The **Medical/Psychiatric Consultation Form dated 6/06/06** is completed by the consultant and given to the counselor. The counselor gives a photocopy of the form to the consultant and inserts the original in the case record. This process requires approximately 20 minutes average on each individual client case.
- C.5.2.16 The consultant completes a copy of the **Medical Psychiatric Consultation Record Form dated 6/6/06** and gives to the secretary, Office of Medical Affairs for use in compiling service statistics.
- C.5.2.17 Provide the services as specified in Section C.4 General Requirements.
- C.5.2.18 Must have experience in providing this type of service.

### **C.5.3 The Psychiatric/Psychological Consultant:**

The Psychiatric/Psychological Consultant provides expert medical advice to Supervisors and Counselors of the Rehabilitation Services Administration (RSA) who develop vocational rehabilitation plans for persons with disabilities.

#### **The Psychiatric/Psychological Consultant shall:**

- C.5.3.1 Be a Board Certified or Board Eligible Psychiatrist or Clinical Psychologist licensed in accordance with the District of Columbia Health Occupations Act of 1985. Submit documentation of certification/license;
- C.5.3.2 Be available to work six (6) to twelve (12) hours per week and provide the services listed herein between 8:15 am to 4:45 p.m., Monday through Friday at the following location: 810 First Street, N.E.; Washington, D.C. or sites selected by the Rehabilitation Services Administration.
- C.5.3.3 Provide expertise to assist counselors and supervisors when the disabling condition involves diseases and conditions of the mind or psyche of the client. Conditions such as schizophrenia, bi-polar disorders, paranoia, drug and alcohol addictions, or psycho-sexual aberrations may hamper the client to a greater or lesser degree depending upon the proposed rehabilitative goal;
- C.5.3.4 Explain these specified conditions and inform the counselors of the possibilities of success or failure of the client participating in the habilitation process;
- C.5.3.5 Participate in regularly scheduled meetings with the State Medical Consultant to discuss items relating to rehabilitation eligibility processes and further medical requirements of potential RSA clients.
- C.5.3.6 Participate in face-to-face consultation with Vocational Counselors and/or Supervisors as scheduled by the Secretary of the Office of Medical Affairs.
- C.5.3.7 Write results of face-to-face consultation with Vocational Counselors. The report is then signed by the Medical Consultant, submitted to the Counselor and become part of the case record.

- C.5.3.8 Contact medical providers for clarification of medical or psychological information as required. Such contacts may be written or made by telephone.
- C.5.3.9 Participate in training activities with Vocational Counselors in order to better understand rehabilitation principles and processes.
- C.5.3.10 Participate in training, workshops or seminars on rehabilitation principles which might include case presentation and simulated eligibility determinations.
- C.5.3.11 Participate in providing training to Vocational Rehabilitation Counselors.
- C.5.3.14 Recommend other medical diagnostic or evaluative studies to the Vocational Counselor to clearly categorize and delineate the client's disability.
- C.5.3.15 Advise RSA's staff on any need for mental/physical restorative services. Restorative services shall include but not be limited to the provision of artificial arms, legs and surgical therapy to restore function of the hands, and legs, hips (disabled by arthritis, amputation, accidents, or other infirmities) and, as indicated on the need for additional therapeutic medical care.
- C.5.3.16 Counselor describes in general the client and anticipated activity for rehabilitation. Counselor is required to present a significant document about the client, e.g. medical, surgical, psychological, etc. report. Consultant initials and dates the report and returns the original to the counselor. Consultant and counselor discuss the case and the consultant arrives at his or her conclusion concerning the case. The **Medical/Psychiatric Consultant Form dated 6/06/06** is completed by the consultant and given to the counselor. The counselor gives a photocopy of the form to the consultant and inserts the original in the case record. This process requires approximately 20 minutes average on each individual client case.
- C.5.3.17 The consultant completes a copy of the **Medical/Psychiatric Consultation Record Form dated 6/6/06** and gives to the secretary, Office of Medical Affairs for use in compiling service statistics.
- C.5.3.18 Provide the services as specified in Section C.4 General Requirements.
- C.5.3.19 Must have experience in providing this type of service.

#### **C.5.4 The Ophthalmological Consultant**

The Ophthalmological Medical Consultant provides ophthalmological examinations to clients of the Rehabilitation Services Administration (RSA) and expert ophthalmological advice to supervisors and counselors of RSA who develop vocational rehabilitation plans for persons with disabilities.

##### **The Ophthalmological Provider shall:**

- C.5.4.1 Be a Board Certified or Board Eligible Ophthalmologist licensed in accordance with the District of Columbia Health Occupations Act of 1985. Submit documentation of certification/licensure;
- C.5.4.2 Must provide the Department of Human Services/Rehabilitation Services Administration proof of adequate medical and malpractice insurance.
- C.5.4.3 Be available to work ten (10) hours per week and provide the services listed herein between 8:15 am to 4:45 p.m., Monday through Friday at the following location: 810 First Street, N.E.; Washington, D.C. or sites selected by the Rehabilitation Services Administration.
- C.5.4.4 Work closely with the State Medical Provider and the Medical Evaluation Clinic Physicians and nurses to assure that all client ophthalmic concerns are addressed;
- C.5.4.5 Interview clients to secure medical history which may have bearing on visual function;
- C.5.4.6 Provide complete ophthalmological examination consisting of structure(s) of eye(s) and function(s) of eye(s) including visual acuity and corrective lenses needed where required to clients of RSA to assist in establishing eligibility for rehabilitation services. Shall complete the regular ophthalmological examination including the recording of findings within an average of thirty (30) minutes per case. If visual field examinations are required, the Provider shall complete each case within an average of forty-five (45) minutes;
- C.5.4.7 Provide corrective eyeglasses prescriptions for those clients requiring eyeglasses;
- C.5.4.8 Check current eyeglasses or obtain eyeglasses to assure proper ophthalmological function;

- C.5.4.9 Maintain current clinical records on all clients examined;
- C.5.4.10 Recommend referrals to allied health and ophthalmological specialists for medical determination of client's health status;
- C.5.4.11 Complete the **Medical Report Visually Disability Form DHR-1126 dated 2/1/06** and submit form to the RSA referring Counselor;
- C.5.4.12 Advise RSA's staff on any need for mental/physical restorative services. Restorative services shall include but not be limited to the provision of artificial or prosthetic ophthalmological devices such as a prosthetic eye globe and as indicated on the need for additional therapeutic medical care as in eye infections or surgical modification of an empty eye socket;
- C.5.4.13 Participate in regularly scheduled meetings with the State Medical Consultant to discuss items relating to rehabilitation eligibility processes and further medical requirements of potential clients.
- C.5.4.14 Participate in face-to-face consultation with Vocational Counselors and/or Supervisors as scheduled.
- C.5.4.15 Write results of face-to-face consultation with Vocational Counselors on the RSA **Ophthalmology Consultation Form dated 8/14/01**. The form is provided to the counselor for inclusion in the case record.
- C.5.4.16 Contact medical providers for clarification of medical or psychological information as required. Such contacts may be written or made by telephone.
- C.5.4.17 Participate in training activities with Vocational Counselors in order to better understand rehabilitation principles and processes.
- C.5.4.18 Participate in training, workshops or seminars on rehabilitation principles which might include case presentation and simulated eligibility determinations.
- C.5.4.19 Participate in providing training to Vocational Rehabilitation Counselors.
- C.5.4.20 The consultant completes a copy of the **Medical Consultation Record Form dated 8/14/01** and gives to the Secretary of the Office of Medical Affairs for use in compiling service statistics.

- C.5.4.21 Carry out other duties assigned with the general purview of ophthalmological/medical services.
- C.5.4.23 Provide the services as specified in Section C.4 General Requirements.
- C.5.4.24 Must have experience in providing this type of service.

**C.5.5 The Dental Consultant**

The Dental Consultant provides expert dental advice to supervisors and counselors of the Rehabilitation Services Administration (RSA) who develop vocational rehabilitation plans for persons with disabilities.

**The Dental Provider Shall:**

- C.5.5.1 Dentist licensed in accordance with the District of Columbia Health Occupations Act of 1985. Submit documentation of certification/licensure;
- C.5.5.2 Be available to work an average of four (4) hours per week and provide the services listed herein between 8:15 am to 4:45 pm, Monday through Friday at the following location: 810 First Street, N.E.; Washington, D.C. or sites selected by the Rehabilitation Services Administration.
- C.5.5.3 Review Form 528 – Request for Purchase (Attachment F.11.) for dental services to ascertain that dental services shall:
  - C.5.5.3.1 Assure good mastication (chewing) by client;
  - C.5.5.3.2 Prevent dental infections which could spread and cause severe illness;
  - C.5.5.3.3 Allow client to present a satisfactory appearance where rehabilitation placements require frequent contact with the public.
- C.5.5.4 Review all proposed dental services exceeding \$750.00 with a view to attaining the requirements as specified in section C.5.5.3.
- C.5.5.5 Consultation with the counselor in cases exceeding \$750.00 requires approximately 20 minutes each to review case with counselor, adjust recommended dental procedures to assure attainment of items of C.5.5.3 above and provide written report to the counselor.

- C.5.5.6 Recommend other dental diagnostic or evaluative studies to the Vocational Counselor to clearly categorize and delineate the client' s disability.
- C.5.5.7 Participate in regularly scheduled meetings with the State Medical Consultant to discuss items relating to rehabilitation eligibility processes and further medical requirements of potential clients.
- C.5.5.8 Participate in face-to-face consultation with Vocational Counselors and/or Supervisors as scheduled.
- C.5.5.9 If necessary, the Dental Consultant shall contact dental providers for clarification of medical or dental information. Such contact may be written or made by telephone.
- C.5.5.10 Attend training activities (workshops, seminars, and meetings) provided by the Rehabilitation Services Administration with Vocational Counselors in order to better understand rehabilitation principles and processes.
- C.5.5.11 Participate in training, workshops or seminars on rehabilitation principles which might include case presentation and simulated eligibility determinations.
- C.5.5.12 Provide assessment/diagnostic training to Vocational Rehabilitation Counselors when needed or when requested by the SMC.
- C.5.5.13 Contact dental providers for clarification of dental and other health information recommendations. Such contacts may be written or made by telephone.
- C.5.5.14 The Provider shall recommend other dental diagnostic or evaluative studies to the RSA Vocational Counselor to clearly categorize and delineate the client' s disability.
- C.5.5.15 Advise RSA' s staff on mental/physical restorative services. Restorative services shall include but not be limited to the provision of dental prosthetic devices, such as partial or full dentures.
- C.5.5.16 The Provider shall write a final report of the face-to-face consultation with RSA Vocational Counselors. The report shall include the following:

- C.5.5.16.1 The Provider's reports and recommendations;
- C.5.5.16.2 The Provider's dental findings, rehabilitation concerns, problems presented and the cost concerns;
- C.5.5.16.3 Affirmation to the dental provider recommendation, which shall attain the results as specified in Section C.5.5.3;
- C.5.5.16.4 List of the minimum dental procedures and cost to attain these procedures.
- C.5.5.17 Provide the services as specified in Section C.4 General Requirements.
- C.5.5.18 Must have experience in providing this type of service.

**C.6 DELIVERABLES**

**C.6.1 MEDICAL OR PSYCHOLOGICAL EVALUATION**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Consultant 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"> <li>• Name of the Claimant</li> <li>• Claimant SS#</li> <li>• Name of Disability Examiner (DE)</li> <li>• Referral Date</li> <li>• Consultant Evaluation</li> <li>• Consultant Signature</li> <li>• Date of Evaluation</li> </ul>	Each summarized evaluation report shall be submitted to the Disability Determination Division Chief immediately following the evaluation.

**C.6.2 DAILY MEDICAL DOCTOR' S CLAIMS REPORT**

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

**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.

**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, 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 three (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](mailto: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:

Mary Prentiss  
Office of Contracting and Procurement  
810 First Street, N.E.  
Washington, D.C. 20002  
Telephone Number: (202) 442-8471  
Facsimile Number: (202) 442-8743  
E-Mail Address: [Mary.Prentiss@dc.gov](mailto:Mary.Prentiss@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](mailto: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 November, 2002 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 superseded 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 sub-provider without the prior, written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the sub Provider shall be subject to every provision of this 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 healthplan; 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 document.
- F.11.11 Medical Report, Visual Disability.
- F.11.12 Dental Consultation Referral Form.
- F.11.13 Medical/Psychiatric Consultation Form.
- F.11.14 Medical/Psychiatric Consultation Record Form.
- F.11.15 Ophthalmology Consultation Form.
- F.11.16 Ophthalmology Consultation Record Form.