

Dear Prospective Contractor:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing In-Home Chore Aide Services and Emergency Caretaker Chore Aide services for persons who are customers of the District of Columbia Government, Department of Human Services' (DHS), Family Services Administration (FSA), Adult Protective Services (APS) program. For your convenience, we will use the Human Care Agreement process to implement Human Care Agreements. It is much easier than our competitive sealed proposals process that you may have responded to in the past.

The Human Care Agreement (HCA) process requires you to complete the attached forms and submit the documents listed below by the stated date and time. This information will facilitate a determination by the Contracting Officer of your qualifications to provide the needed services. Upon a determination by the Contracting Officer that you are qualified you will become a part of a pool of sources that the District can draw from to provide the services stated above. Your proposed rates, if not established by state law or regulation, will be negotiated.

Three (3) copies of the following documents must be returned no later than 2:00 p.m. local time on Tuesday, February 26, 2008 to:

The Office of Contracting and Procurement  
64 New York Avenue, NE  
Room 6124  
Washington, DC 20002

- Human Care Agreement Contractor Qualifications Record **completed in its entirety, using N/A in areas that do not apply**, along with all applicable licenses and certifications. (Attachment 1)
- Signed Human Care Agreement
- Equal Employment Opportunity Compliance Documents (Attachment 4)
- First Source Employment Agreement (Attachment 5)
- Tax Certification Affidavit (Attachment 7)
- Under Section C.4 – Provider Specific Requirements, of the Human Care Agreement the Provider shall provide written justification to substantiate the requirements of Sections C.4.1 and C.8.7., see Section C.12 Service Plan.
- Price Proposal

In-Home Chore Aide Services and Emergency Caretaker Chore Aide  
Human Care Agreement  
DCJA-2008-H-0003

If you have any questions regarding this Human Care Agreement solicitation you must submit them in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than ten (10) calendar days prior to Tuesday, February 26, 2008. Any substantive information given to a prospective provider will be furnished promptly to all other prospective providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding.

Thank you for your interest in this procurement.

Jean Wright  
Contracting Officer

Attachments



**Government of the District of Columbia**

<b>HUMAN CARE AGREEMENT</b>													PAGE	OF	PAGES
													1		33
1. CONTRACT NUMBER <b>DCJA-2008-H-0003</b>						2. REQUISITION/PURCHASE REQUEST NO.						3. EFFECTIVE DATE			
4. ISSUED BY Office of Contracting and Procurement Department of Human Services 64 New York Avenue, NE 6 <sup>th</sup> Floor Washington, DC 20002						5. ADMINISTERED BY (If other than Item 5): Contracting Officer Technical Representative as specified in Item E.2.1  Telephone: 202) 541-3961 Fax: 202) 541-3964 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	952-56-00	In-Home Chore Aid Services				See Section B	See Section B	See Section B	See Section B						
0002	952-56-00	Emergency Caretaker Services													
0003	952-56-00	Client Purchases & Local Travel													
								<i>Total</i>		\$					
								<i>Total From Any Continuation Pages</i>		\$					
								<b>GRAND TOTAL</b>		\$					
10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION															
LINEW	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, Family Services Administration (FSA), hereafter referred to as the “**District**,” is contracting through this Human Care Agreement with \_\_\_\_\_, hereafter referred to as the “**Provider**,” for the purchase of In-Home Chore Aide Services for persons found eligible by the District.

B.1 The District contemplates the award of one or more 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 with a cost reimbursable component.

**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>
0001	In-Home Chore Aide Services	7,500	HR	\$_____	\$_____

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0002	Emergency Caretaker Chore Aides	1,479	HR	\$_____	\$_____

**CLIN SERVICE DESCRIPTION**

0003 **Cost Reimbursable Component**  
Miscellaneous Client Purchases  
and Local Special Transportation

The Provider shall provide and be reimbursed for miscellaneous customer purchases and local special transportation associated with the client (i.e. Miscellaneous Purchases-emergency food, cleaning supplies, emergency medicine) and (i.e Local Special Travel- cab service), as described in Section C.5.4.

The total cost-reimbursement shall not exceed \$500.00 a year.

**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	In-Home Chore Aide Services	7,400	HR	\$_____	\$_____

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0102	Emergency Caretaker Chore Aides	1,320	HR	\$_____	\$_____

**CLIN SERVICE DESCRIPTION**

0003 **Cost Reimbursable Component**  
 Miscellaneous Client Purchases  
 and Local Special Transportation

The Provider shall provide and be reimbursed for miscellaneous customer purchases and local special transportation associated with the client (i.e. Miscellaneous Purchases- emergency food, cleaning supplies, emergency medicine) and (i.e Local Special Travel-cab service), as described in Section C.5.4.

The total cost-reimbursement shall not exceed \$500.00 a year.

**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	In-Home Chore Aides Services	7,300	HR	\$_____	\$_____

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0202	Emergency Caretaker Chore Aides	1,165	HR	\$_____	\$_____

**CLIN SERVICE DESCRIPTION**

0003 **Cost Reimbursable Component**  
 Miscellaneous Client Purchases  
 and Local Special Transportation

The Provider shall provide and be reimbursed for miscellaneous customer purchases and local special transportation associated with the client (i.e. Miscellaneous Purchases- emergency food, cleaning supplies, emergency medicine) and (i.e Local Special Travel-cab service), as described in Section C.5.4.

The total cost-reimbursement shall not exceed \$500.00 a year.

**OPTION YEAR 3**

<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>
0301	In-Home Chore Aides Services	7,200	HR	\$_____	\$_____

<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>
0302	Emergency Caretaker Chore Aides	1,017	HR	\$_____	\$_____

**CLIN SERVICE DESCRIPTION**

0003 **Cost Reimbursable Component**  
 Miscellaneous Client Purchases  
 and Local Special Transportation

The Provider shall provide and be reimbursed for miscellaneous customer purchases and local special transportation associated with the client (i.e. Miscellaneous Purchases- emergency food, cleaning supplies, emergency medicine) and (i.e Local Special Travel-cab service), as described in Section C.5.4.

The total cost-reimbursement shall not exceed \$500.00 a year.

**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	In-Home Chore Aides Services	7,100	HR	\$_____	\$_____

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (EST.)</u>	<u>SERVICE UNIT</u>	<u>SERVICE RATE</u>	<u>TOTAL PRICE</u>
0402	Emergency Caretaker Chore Aides	880	HR	\$_____	\$_____

**CLIN SERVICE DESCRIPTION**

0003	<b>Cost Reimbursable Component</b> Miscellaneous Client Purchases and Local Special Transportation	The Provider shall provide and be reimbursed for miscellaneous customer purchases and local special transportation associated with the client (i.e. Miscellaneous Purchases- emergency food, cleaning supplies, emergency medicine) and (i.e Local Special Transportation-cab service), as described in Section C.5.4.
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The total cost-reimbursement shall not exceed \$500.00 a year.

**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’, Family Services Administration (FSA) is required to investigate allegations of abuse, neglect, exploitation and self-neglect of vulnerable adults who are unable to protect themselves and provide protective services to remediate risk when reports are substantiated. Services are provided through the Adult Protective Services (APS) program in FSA. APS social workers conduct the investigations and provide case management and support services to remediate risk, connect clients to services to meet unmet needs, and help clients develop safe long-term care plans.

The APS program provides a variety of social services to assist vulnerable adults to reduce risk and establish safe long term care plans. Services include the provision of direct emergency services, counseling, case management services, referral for entitlement services, referral for Medicaid Waiver services, assistance with medical evaluation and treatment, referral for homemaker services, assistance with developing safe long term care plans, placement into long-

term care facilities, referral for legal services, and assisting in the process to obtain guardians and conservators for clients when necessary.

The service required for this Human Care Agreement pertains to provision of chore aide and emergency chore aide services in the homes of vulnerable adults. APS social workers will determine the need for the in-home chore aide and/or emergency caretaker services, develop a plan for use of the chore aide and/or emergency caretaker services, and refer the case to the Provider for provision of the direct chore aide/emergency caretaker services. A Provider will provide in-home support services to assist vulnerable adults with activities of daily living, basic housekeeping services, and personal care services.

## **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 The Department of Human Services (DHS), Family Services Administration (FSA), Government of the District of Columbia is seeking home care providers with offices in the District of Columbia or within a twenty-five (25) mile radius that are accredited by nationally recognized accredited bodies (e.g. Joint Commission, National Association for Home Care, or CHAP Nursing) to accept referrals and provide direct home-based chore aide services and emergency caretaker chore aide services for vulnerable adults residing in the District. Home care providers shall have at least three years of experience providing home-based chore aide/homemaker/emergency caretaker services, to vulnerable adults in the District of Columbia or surrounding jurisdictions, including responding to emergencies. The District is not interested in agencies that function as staffing or registry agencies and don't provide training, supervision of aides, or assessment of cases. Chore aides and emergency caretakers are to be employees of the Provider.

C.2.3 Chore aide services are provided to adults protected by one or more of the following legal mandates:

C.2.3.1 D. C. Law 5-506, Adult Protective Services Act of 1984.

C.2.3.2 The Karyn Barquin Adult Protective Services Self Neglect Expansion Amendment Act of 2005. (DC Code §§7-1901-1013)

## **C.3. Definitions**

C.3.1 **At-Risk Client** - Adults whose life or well-being is threatened if left alone or left without assistance in the home.

C.3.2 **Chore Aide** - An employee of a home care agency who has completed at least 75 hours of home health aide required training, works in the homes of clients to complete work assigned by a supervisor, and is regularly supervised by an appropriate professional. Possible activities include house keeping services, personal care services (i.e. assisting

with bathing, grooming, dressing, feeding, accompanying clients to a doctor or other appointment, and emergency caretaker services.

- C.3.3 **Client** - A District resident who has an active case with Adult Protective Services within the Department of Human Services or an “at-risk” adult who is referred for services by APS.
- C.3.4 **Emergencies (In Required Reports)** - include but are not limited to: severe illness, death, non-receipt of benefit checks, shut-off (or threatened shut-off) of utilities, threatened eviction, violence, alone, helpless invalids left alone and the like.
- C.3.5 **Emergency Caretaker Service.** Home care service provided when a crisis arises that leaves an APS client or an "at risk" adult without a caretaker. It is intended to be short term and last only until a more permanent plan is worked out for the "at risk" adult. The emergency caretakers for this service must be specifically trained in techniques of handling a crisis and the contractor must have a contact person available at all times who can arrange for the service and provide supervision for the emergency caretaker. Service must be provided within three hours after the request for service is made and supervision for the emergency caretaker must be available at all times.
- C.3.6 **Housekeeping Services** - include, but may not be limited to: cooking, cleaning, laundry, grocery shopping, and errands.
- C.3.7 **Human Care Agreement** - means a written agreement for the procurement of chore aide and emergency care services as authorized by APS to assist and protect vulnerable adults in their own homes. The limitation of the human care agreement is specified in Section D.2.
- C.3.8 **Personal Care Services** - include, but may not be limited to: assistance with grooming, toileting, dressing, bathing, assisting with ambulation, assisting with feeding when clients can eat regular food, escorting clients to medical appointments, and reminding clients about medication. This is a level of care which does not require the supervision of a registered nurse.
- C.3.9 **Professional Employees** - for purposes of this agreement, professional employees are defined as employees who are licensed under the Health Occupations Revision Act of 1986 and specifically refer to registered nurses and licensed social workers.
- C.3.10 **Provider** - means an accredited home care agency located in the District of Columbia that provides chore aide and/or emergency caretaker services in the homes of vulnerable adults that that enters into a contract with the District.
- C.3.11 **Overnight Service** - Planned chore aide service provided through the night and up to 24 hours a day in the homes of adults to insure that clients are not left at risk when other care plans are either not available or are being developed. This service is for a

temporary, but unspecified, number of days. Supervision must be available to the chore aide at all times.

- C.3.12 **Significant Changes (In Required Reports)** - include but are not limited to: a sick person's recovery; a handicapped person's achievement of sufficient ability to care for himself or household, wholly or partially; worsening of an illness or handicap so that more help is needed; the presence in the home of an additional person; departures of family members from the home; hospitalization of the client, and the like.
- C.3.13 **Support Service** - Home care service which includes basic housekeeping services and personal care services of a level which does not require nursing supervision. A term that is used to combine house keeping services (C.3.6) and personal care services (C.3.8) as defined above.
- C.3.14 **Task Order** - means an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order.
- C.3.15 **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.3.16 **Unusual Incident (In Required Reports)** - any significant occurrence or extraordinary event which is different from the regular routine or which varies from established procedures. Examples of unusual incidents include, but are not limited to, physical abuse, sexual abuse/relations, serious injury (deliberate or accidental), abscondences, contraband, serious complaints from family or visitors, criminal acts, and the like).

#### **C.4. Service Requirements**

- C.4.1 The Provider shall provide trained and supervised chore aides and emergency caretakers to provide support services in the homes of vulnerable adults to help meet the adults' basic needs and to protect them from risk. Services shall normally be provided between the hours of 8:00 am – 6:00 pm Monday through Friday, but services may also be needed on weekends, holidays, in the evening, and overnight.
- C.4.2 The Provider shall be able to accept referrals for chore aide services during regular business hours and shall be able to accept referrals for emergency caretaker services 24 hours per day, seven days per week.
- C.4.3 The Provider shall provide 24-hour “live-in” chore aide service that is scheduled in advance for short-term safety of vulnerable adults. Planned live-in service may be needed when a regular caretaker is scheduled to be absent from the home for a brief period of time and the vulnerable adult left in the home would be at risk without a 24-hour aide on duty. It is scheduled in advance during regular working hours.

- C.4.4 The Provider shall provide Emergency Caretaker “live-in” services to meet the needs of vulnerable adults during an emergency. Emergency caretaker services may be needed at any time of day or night and emergency caretakers need to report to the assigned home within three hours of receiving the call for service. Emergency caretaker service is required when a vulnerable adult would be left at risk without a caretaker in the home during an unexpected emergency situation.
- C.4.5 The Provider shall provide an individual client’s service in accordance with instructions provided by the District through the referral completed by the Adult Protective Service (APS) social worker. Changes in service plans (the number of days and/or hours of service) are authorized by the APS social worker and approved by the APS supervisor and APS Chief.
- C. 4.6 The Provider shall be willing and capable of providing services to any client referred by the District. The clients reside in all neighborhoods of the District of Columbia, including neighborhoods that would be deemed to house some of the District’s lower income residents.
- C.4.7 Most clients speak English but there are also clients who may speak only another language (e.g., Spanish, Chinese) and there may be deaf or hearing impaired clients. The Provider shall have staff capable of providing services to these individuals.
- C.4.8 All chore aides, emergency caretakers, and professional staff shall have photo identification (I.D.) cards that can be produced prior to entering the homes of clients.

**C.5. Provider Specific Requirements**

**C.5.1 Assessment of Cases**

- C.5.1.1 The Provider’s professional staff shall be responsible for assessment and reassessment of clients and development of Care Plans. The Care Plan shall include information about the client’s health, limitations and assistance that is needed to meet the client’s instrumental tasks of daily living. The Care Plan shall include a plan for provision of services that details the schedule for chore services and a list of specific tasks and duties to be completed by the chore aide. If the Care Plan differs from the plan included in the referral for chore aide services completed by the APS social worker, the Provider shall contact the APS social worker to discuss the differences and recommend adjustments in the authorized plan. The APS social worker and APS supervisor will have the final decision about whether the service plan is adjusted or not. The Care Plan shall be filed in the client’s case record maintained at the Provider agency.
- C.5.1.2 The Provider’s professional staff shall complete an initial assessment for each client within two weeks from the start of service and complete a reassessment of the client's condition, the quality of the service, and the adequacy of the service plan at least twice a year for each client if services continue and more frequently if the client’s situation changes or problems develop that require an reassessment.

- C.5.1.3 The Provider's professional staff shall visit the home of the client to assess the client's situation and the need for home-based services at least every six months, and more frequently if the case is not stable or problems are recurring. The frequency of contacts will be determined by the needs of each case.
- C.5.1.4 The Provider shall contact the APS social worker and/or APS supervisor if the assessment differs significantly from the information included on the referral received from APS to discuss the differences and attempt to work out a service plan that meets the client's needs. The District will have final word about whether a change in the service plan or the authorization of hours is to be made.
- C.5.1.5 The Provider can return the referral if the initial assessment indicates that the request for service is beyond the scope of the Human Care Agreement.
- C.5.1.6 The Provider's professional staff shall document case activity in a client case record and maintain the record in accordance with C.6.1.

**C.5.2 Provision of Services**

- C.5.2.1 The Provider shall assign a chore aide that can work regularly for the client and shall arrange for a substitute aide so there is no interruption of service in cases in which the client would be left at risk without the service (e.g. a bedridden client left alone). In other cases, a substitute shall be provided if the regular aide is going to be absent for more than a week.
- C.5.2.2 The Provider may be required to appear in court to provide testimony about the client's situation and ability to manage in the home. The aides and/or professional staff may be called as witnesses to testify about their observations of the client's situation in the home and their assessment of the client's needs.

**C.5.3 Standards of Service Provided**

- C.5.3.1 Cleaning and laundry shall be done well enough to be considered satisfactory by the client and/or DHS caseworker. Cleaning shall be performed often enough to maintain a generally clean, organized physical environment in the home. Laundry shall be done frequently enough to ensure sufficient clean clothing and linens for a daily change of clothing and at least a weekly change of bed linens, or a more frequent change of bed linens if needed.
- C.5.3.2 Other tasks shall be accomplished to the client's satisfaction if possible. When the client expresses dissatisfaction with the performance of a non-visible task, such as cooking, the Provider shall make an effort to satisfy the client within 10 days by reinstructing the aide, doing the work over, or substituting another aide.
- C.5.3.3 If the client expresses dissatisfaction with the chore aide's personality, courtesy, work habits, or other intangible factors, the Provider shall make an effort to resolve the

problems by counseling the aide, consulting with the APS worker, or assigning a new aide.

- C.5.3.4 If the Provider determines that service cannot be rendered for reasons beyond its control (e.g. the client refuses services or refuses entry, the family interferes with the service), the Provider shall contact the APS social worker for instructions.

**C.5.4 Miscellaneous Expenses**

- C.5.4.1 The Provider shall make readily available to the chore aide a small cash fund that can be used when an aide must purchase emergency supplies (i.e. client food, cleaning products, and client medicines) or pay for special travel transportation (i.e. cab fare) in regards to the client. Expenditures shall be reported to the District and reimbursed to the Provider in the next regular invoice.
- C.5.4.2 The Provider shall attempt to obtain approval from the APS supervisor or APS Chief before expenditures are made. If authorization cannot be obtained in an emergency, the Provider shall purchase what is necessary; and report by phone the expenditures to APS within 72 hours and again at time of billing.

**C.5.5 Staffing Requirements**

- C.5.5.1 Staffing by the Provider shall be sufficient to provide the level of service and supervision necessary for the safety of all clients referred to it. The Provider shall notify the District immediately whenever the Provider is unable to comply with the provision of services.

**C.5.5.2 Professional Staff**

- C.5.5.2.1 The Provider shall provide social work and nursing supervision of chore aides by employing professional staff licensed under the District of Columbia Health Occupations Revisions Act of 1986 which at a minimum indicates that all social workers licensed at either the associate or the graduate level must be supervised by a licensed independent social worker.
- C.5.5.2.2 The Provider shall provide resumes, position descriptions, and copies of licenses for all professional staff and position descriptions for chore aides and emergency caretakers. The Provider shall have resumes and certification of the completion of training for all aides and emergency caretakers available to the District for review upon request.
- C.5.5.2.3 The Provider shall employ professional staff which will be responsible for providing training and supervision for chore aides and emergency caretakers and shall conduct case assessments for clients.
- C.5.5.2.4 The Provider shall employ, at a minimum, at least one person who is a licensed registered nurse and a graduate of an accredited school of nursing **and** at least one person who is a

licensed social worker and holds a Master's degree in Social Work or holds a Bachelor's degree in Social Work with at least one year of social work experience.

- C.5.5.2.5 The Providers shall employ sufficient professional staff to meet contract specifications for the training and supervision of chore aides and the assessment of cases. In addition, professional staff must be available to provide supervision as needed for aides who are providing service outside of regular working hours including service for 24-hour a day cases and to provide supervision for social workers.
- C.5.5.2.6 The Provider's professional staff shall provide supervision for chore aides and emergency caretakers, which minimally includes:
- (a) monitoring the quality of services provided;
  - (b) identification and resolution of problems that interfere with the quality of services provided;
  - (c) provision of regular, formal evaluations for chore aides annually;
  - (d) at least two face-to-face supervisory conferences with each aide annually; and
  - (e) appropriate actions to identify and resolve personnel problems.
- C.5.5.2.7 The Provider shall document supervisory actions, conferences, personnel evaluations, and any other pertinent information in employee personnel records.

## **C.5.6 Direct Care Service Staff**

- C.5.6.1 The Provider shall employ chore aides that are certified home health care aides with a minimum of 75 hours of initial training and at least 12 hours of annual in-service training in subsequent years required to maintain certification.
- C.5.6.1.2 The Provider shall employ emergency caretakers that are certified home health care aides that meet the training requirements specified in C.5.6.1, but shall also receive at least eight hours of additional training on: responding to a family in crisis; protocols for responding to emergency requests for services, including emergency overnight service; how to handle emergencies that may arise while in the home of a vulnerable adult; and safety issues.
- C.5.6.1.3 The Provider shall provide uniforms for all chore aides and require that chore aides wear uniforms when they work in the homes of clients. The uniforms shall identify fully the name of the agency, be washable, and be in a style and color determined by the Provider.

## **C.5.7 Conflict-of-Interest**

- C.5.7.1 Through training and supervision, the Provider shall insure that every effort is made to make aides aware of the need to avoid a conflict-of-interest. The Provider shall maintain policies and procedures and provide training to insure that clients and aides are not involved in situations in which conflicts-of-interest may develop and will make reasonable efforts to insure that situations in which problems may develop are avoided. Examples of inappropriate activities include, but are not limited to: aides residing in the

homes of clients for whom they work, aides accepting gifts from clients, aides accepting loans or personal property from clients, and aides engaging in outside business activities in the homes of clients.

### **C.5.8 Personnel Files**

C.5.8.1 The Provider shall maintain confidential personnel files for each staff person, including all chore aides, emergency caretakers, and professional staff assigned to this contract. The files shall contain:

- (a) the application of employment, health certificates and references;
- (b) documentation of completion of initial and in-service training requirements, as appropriate;
- (c) the applicable professional credentials/certifications;
- (d) documentation of at least two supervisory conferences each year for aides;
- (e) documentation of actions taken to resolve problems or correct inadequacies, including notation of any allegations of professional or other misconduct and contractor's actions with respect to the allegations;
- (f) follow-up of all allegations of theft or other criminal allegations, conclusions drawn, and actions taken;
- (g) copies of the regular, formal evaluations;
- (h) personnel actions; and
- (i) any other information the contractor chooses to include.

### **C.6 Client Case Records**

C.6.1 The Provider shall maintain confidential case records for each client. Case records shall include at a minimum the:

- (a) DHS Authorization Form (DHS 815) and Notices of Change Form (DHS 816);
- (b) assessment and reassessment either on an assessment form or in a narrative, including information about changes in the client condition/situation;
- (c) Plan of Care and evidence that service is provided in accordance with the plan;
- (d) documentation of significant contacts with the client, the Department and others;

- (e) explanation of problems and how problems are resolved; and
- (f) any other information needed to insure dependable, appropriate service.

## **C.7. Reports**

### **C.7.1 Monthly Activity Report**

The Provider shall submit a monthly activity report which includes the number of active cases brought forward, the new referrals accepted for service, the total number of clients serviced, the number of cases closed during the month, the number of active cases carried forward, the number of hours of chore aide services provided during the month and year-to-date. The report shall also include a brief discussion of any other reports made during the month and a summary of any factors that interfered with the provision of services.

### **C.7.2 Significant Changes and Emergencies Report**

- C.7.2.1 The Provider shall report significant client changes and emergencies to the District. Significant changes are to be reported in writing within three days, but emergencies must be reported by telephone immediately with a written report to follow within three days. Reports shall be made to the DHS caseworker and/or supervisor.

### **C.7.3 Suspected Abuse, Abuse or Exploitation Report**

- C.7.3.1 The Provider shall report any suspected abuse, neglect, and/or exploitation of vulnerable adults. The offeror shall demonstrate knowledge of the reporting requirements under D.C. Law 5-156, Adult Protective Services Act of 1984. Reports shall be made in accordance with the legal requirements to the proper authorities and copies of the reports shall be made to the regular DHS caseworker and/or supervisor.

### **C.7.4 Unusual Incidents Report**

- C.7.4.1 The Provider shall report any “unusual incidents”. Unusual Incident reports shall be submitted in writing to the COTR within 24 hours and shall include a report of the incident as well as all actions taken by the Provider in response to the incident. A copy of all reports shall also go to the DHS service worker.

### **C.7.5 Progress Reports**

- C.7.5.1 The contractor shall develop, implement, and describe in detail a system for making progress reports on the condition or situation of clients upon request of the DHS social worker. These reports may include but are not limited to: a nursing assessment on the condition of a client, information about progress made toward reaching goals or attaining an improved level of functioning; and information about whether the use of the chore aide service is meeting a client’s needs. The DHS social worker will provide instructions

about the specific information needed in these reports when the request for a report is made.

**C.7.6 Corrective Action Report**

C.7.6.1 The Provider shall report any corrective actions taken after problems with the provision of service and/or compliance with provisions of the agreement are identified. The Provider shall respond in writing to poor and unsatisfactory monitoring reports given to the Provider by the District, and shall prepare and send to the District any other reports as requested.

**C.7.7 Criminal Misconduct Reports**

C.7.7.1 If a client accuses an aide of criminal misconduct, the District will and the Provider shall both advise the client of his/her right to report the incident to law enforcement officials and the District will require the Provider to provide a report within 30 days. The report shall contain confirmation that the Provider made efforts to investigate the client's complaint (e.g. called the aide in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client,) and conclusions that were drawn following the investigation. If the report involved a loss of property or money, the Provider shall reimburse the client for reasonable claims if there is reasonable indication that the Provider or its employees were at fault. The report shall also include information about what measures were taken to prevent similar complaints from recurring and information about the results of the police investigation, if there was one. Each such case shall be evaluated on its individual merits.

C.7.7.2 It is not mandatory to obtain a criminal conviction before reimbursing a client; the standard of "reasonable indication" shall prevail. Failure to comply with appropriate follow-up to allegations of criminal misconduct will be considered a serious contract violation that will weigh heavily in the overall rating of service.

**C.8 DELIVERABLES**

**C.8.1 MONTHLY ACTIVITY REPORTS**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Monthly Activity Reports Section C.7.1	2 written copies of the report are to include: <ul style="list-style-type: none"> <li>• The number of clients brought forward for service at the beginning of the month</li> <li>• The number of new clients that were served in the month</li> <li>• The number of cases that were closed in the month</li> <li>• The number of clients carried forward to the next month</li> <li>• The number of hours of service provided during the month and year to date</li> <li>• A summary of any other reports made during the month.</li> <li>• A summary of any factors that interfered with the provision of services.</li> </ul> Reports shall be provided to the APS Chief and the COTR	By the 15 <sup>th</sup> of the month following the provision of services.

**C.8.2 SIGNIFICANT CHANGES AND EMERGENCIES**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Significant Changes and Emergency Report Section C.7.2	Significant changes are to be reported in writing and emergencies must be reported by telephone with a written report to follow.  Reports are to be submitted to the APS social worker and/or APS supervisor that made the referral.	Significant changes shall be submitted to the APS social worker or supervisor within three days and emergencies are to be reported to the APS social worker or supervisor immediately with a written report to follow within 3 days.

### C.8.3 REPORTING SUSPECTED ABUSE, NEGLECT, OR EXPLOITATION

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Suspected Abuse, Neglect, or Exploitation Report Section C.7.3	A telephone call made to either the APS Hotline or the APS social worker working the case to include: <ul style="list-style-type: none"> <li>• The name, age, physical description, and location of the adult alleged to be in need of protective services;</li> <li>• The name and location of the person allegedly responsible for abuse, neglect, or exploitation;</li> <li>• The nature and extent of the abuse, neglect, self-neglect, or exploitation</li> <li>• The basis of the knowledge and any other information that might be helpful to the investigation.</li> </ul> Reports are to be made to the APS social worker assigned to the case or to the APS Hotline (202) 541-3950).	The report shall be made as soon as the Provider is aware of the concern.

### C.8.4 REPORTING UNUSUAL INCIDENTS

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Unusual Incident Reports Section C.7.4	Written report shall be submitted to the APS social worker and APS Chief, report shall include detail of the incident as well as all actions taken by the Provider in response to the incident.	Submit within 24 hours of the incident.

### C.8.5 PROGRESS REPORTS

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Progress Reports Section C.7.5	Written reports shall be submitted to the APS social worker. Reports may include, but are not limited to: a nursing assessment on the condition of a client, information about progress made toward reaching goals or attaining an improved level of functioning; information about whether the use of the chore aide service is meeting a client's needs, and the like. The DHS social worker will provide instructions about the specific information needed in these reports when the request for a report is made.	Submit within five days of a request from the APS social worker.

### C.8.6 CORRECTIVE ACTION REPORTS

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Corrective Action Reports Section C.7.6	Written reports shall submitted to the APS social worker and supervisor in response to a report of less than satisfactory services provided to APS clients. Reports shall include: <ul style="list-style-type: none"> <li>• Information about actions taken to correct identified problems</li> <li>• Dates actions were taken.</li> <li>• Any follow up to ensure that problems are not recurring.</li> </ul>	Submit within two weeks of the receipt of a monitoring report that identifies less than satisfactory services.

**C.8.7 CRIMINAL MISCONDUCT REPORTS**

<b>Deliverable</b>	<b>Method of Delivery</b>	<b>Due Date</b>
Criminal Misconduct Report Section C.7.7	Written report shall be submitted to the APS social worker and APS Chief.  In response to an accusation of criminal misconduct, the Provider shall advise the client of his/her right to report the incident to law enforcement officials and shall provide a special report that includes: <ul style="list-style-type: none"> <li>• Confirmation that the provider made reasonable efforts to investigate the client's complaint (e.g. called the chore aide in for a supervisory conference, reviewed personnel records for possible prior complaints, interviewed the client, and the like)</li> <li>• conclusions drawn following the investigation.</li> <li>• Decision and actions taken about reimbursing the client if the allegation involved a loss of property or money,</li> <li>• information about what measures were taken to prevent similar complaints from recurring and</li> <li>• information about the results of the police investigation, if there was one.</li> </ul>	Submit within 30 days of the report of the allegation.

## **C.9 District Responsibilities**

- C.9.1. The District shall develop the initial service plan through the Homemaker Service/Emergency Caretaker Referral Form (DHS 815) and submit it to the Provider to request chore aide services for APS clients and vulnerable “at risk” adults. The referral (DHS 815) shall include the services to be performed and the initial authorization for the number of days and hours of chore aide/emergency caretaker service that is being assigned. The referral will contain confidential social and medical information, which the Provider is to safeguard.
- C.9.1.1 The District will assign an authorization number for each referral.
- C.9.1.1.2 The District will suspend, reduce, increase, or terminate services as client situations evolve. Notification of changes in the authorized level of service shall be conveyed to the Provider by telephone and followed up with a DHS Adjustment of Homemaker/Emergency Caretaker Services (DHS 816) form.

## **C.9.2 Monitoring**

- C.9.2.1 The Department shall monitor the quality of services provided.
- C.9.2.2 Monitoring shall include, but is not limited to, random visits to the homes of clients by social workers and social service assistants to check on the quality of services provided; site visits to the Provider agency to review case records, personnel files, and training curriculum; and investigation of reported problems and/or complaints received about the quality and/or provision of service.

## **C.10 Compliance With Service Rates**

- C.10.1 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.11 Method of Delivery of Services**

- C.11.1 The District will perform the assessment of need (DHS 815 Referral Form) in all cases and make referrals to the provider.
- C.11.2 The Provider shall provide no human care service unless and until a task order is issued to the Provider and the District makes an official referral to the Provider.

### **C.12 Service Plan**

The Provider shall submit a written Service Plan that clearly and precisely describes their method of providing the required services stated in Sections C.4. through C.8.7. Provider shall include past experience, qualification of staff including resumes, licenses and certifications and job descriptions and an administrative chart outlining to whom each person reports (i.e supervision of aides, initial assessments and reassessments of cases, training). The Provider shall provide a price proposal justifying their proposed price. Please provide copies of accreditations e.g. Joint Commission, National Association for Home Care, or CHAP Nursing).

### **C.13 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 1905.6 (Attachment 3).

### **C.14 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." (Attachment 2).
- 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 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 Assistant Commodity Manager 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 Assistant Commodity Manager shall be forwarded to:

Jean Wright  
Office of Contracting and Procurement  
Department of Human Services  
64 New York Avenue, N.E., 6<sup>th</sup> Floor  
Washington, DC 20002  
Telephone Number: (202) 671-4463

Facsimile Number: (202) 671-4469  
E-Mail: 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:

Susie King  
Family Services Administration  
2146 24<sup>th</sup> Place N. E.  
Washington, DC 20002  
Telephone Number: (202) 541-3961  
Facsimile Number: (202) 541-3964  
E-Mail: Susie.king@dc.gov

## **E.2.2 Contact Person**

For procurement information regarding this Human Care Agreement contact:

Mrs. LaVerne L. Foster  
Contract Specialist  
64 New York Avenue, N.E., Room 6124  
Washington, DC 20002  
Telephone: (202) 671-4465  
Facsimile Number: (202) 671-4469  
E-Mail Address: LaVerne.Foster@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;
  - (11) Name, title and telephone number and signature of the preparer;
  - (12) Identification of each recipient of chore aide/emergency caretaker service;
  - (13) The recipient's authorization number and census track;
  - (14) The APS supervisor or social worker responsible for the case;
  - (15) The weekly authorization for the number of ours of service that is authorized for each client;
  - (16) The specific dates and the hours for which serve was rendered for each client;
  - (17) The total cost for each client; and
  - (18) The itemized information for all miscellaneous expenditure.
- E.3.6 All information is to be organized alphabetically by client name and is to be attached to the invoice and submitted at least once a month if services are being provided.
- E.3.7 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.

#### **E.4. Cost Reimbursement Ceiling**

- E.4.1. The costs for performing this Agreement shall not exceed the cost reimbursement ceiling specified in Section B. of the Schedule as set forth in the Agreement.
- E.4.2 The District is not obligated to reimburse the Provider for costs incurred in excess of the cost reimbursement ceiling specified in Section B. listed in the Agreement and the Provider is not obligated to continue performance under this contract (including actions under the Termination clauses of this contract), or otherwise incur costs in excess of the cost reimbursement ceiling specified in Section B. listed in the Agreement, until the Contracting Officer notifies the

Provider, in writing, that the estimated cost has been increased and provides a revised cost reimbursement ceiling for performing this Agreement.

- E.4.3 No notice, communication, or representation in any form from any person other than the Contracting Officer shall change the cost reimbursement ceiling. In the absence of the specified notice, the District is not obligated to reimburse the Provider for any costs in excess of the costs reimbursement ceiling, whether such costs were incurred during the course of Agreement performance or as a result of termination.
- E.4.4 If the cost reimbursement ceiling specified in Section B. listed in the Agreement is increased, any costs the Provider incurs before the increase that are in excess of the previous cost reimbursement ceiling shall be allowable to the same extent as if incurred afterward, unless the Contracting Officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- E.4.5 A change order shall not be considered an authorization to exceed the applicable cost reimbursement ceiling specified in Section B. as set forth in the Agreement, unless the change order specifically increases the cost reimbursement ceiling.

## 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 D. C. Law 5-506, Adult Protective Services Act of 1984.

F.2.2 The Karyn Barquin Adult Protective Services Self Neglect Expansion Amendment Act of 2005. (DC Code §§7-1901-1013).

**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 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.9 Wage Determinations**

### **F.9.1 U.S. Department of Labor**

F.9.1.1 The Provider shall be bound by the Wage Determination No. 2005-2103, Revision No. 4, dated issued July 5, 2007 by the U.S. Department of Labor in accordance with the Service Contract Act (41 U.S.C. 351 *et seq.*) and incorporated herein as Section F.11.6 of this solicitation. The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer obtains a revised wage

determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

**F.9.2 Way To Work Amendment Act Of 2006 (Living Wage Act of 2006)**

- F.9.2.1 Except as described in F.9.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.9.2.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- F.9.2.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the Agreement no less than the current living wage rate.
- F.9.2.4 The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- F.9.2.5 The Provider shall provide a copy of the Fact Sheet attached as F.11.7 to each employee and subcontractor who performs services under the Agreement. The Provider shall also post the Notice (“The Living Wage Act of 2006”) attached as F.11.8 in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F.9.2.6 The Provider shall maintain its payroll records under the Agreement in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the Agreement.
- F.9.2.7 The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- F.9.2.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;

- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.9.2.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

## **F.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, Attachment 1.
- 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, Attachment 2.
- F.11.3 Notice of Final Rulemaking, 27 DCMR, Sections 1905 through 1908, Attachment 3.
- F.11.4 Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, Attachment 4.
- F.11.5 First Source Employment Agreement, Attachment 5.
- F.11.6 U.S. Department of Labor Wage Determination No. 2005-2103 Revision No. 4, dated July 5, 2007, Attachment 6.
- F.11.7 Living Wage Fact Sheet, Attachment 7
- F.11.8 Living Wage Act of 2006, Attachment 8
- F.11.9 Tax Certification Affidavit, Attachment 9
- F.11.10 Office of Tax and Revenue, Tax Certification and 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), Attachment 10.