

HUMAN CARE AGREEMENT

1. Human Care Agreement Number DCJM-2012-H-0002	2. Date of Award See Block 13C	3. Date Solicitation Issued September 21, 2011
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 4 th Floor Washington, DC 20005-2717	5. Administered by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street, NW., 4 th Floor Washington, DC 20005-2717 202-730-1717 Fax 202-730-1514	

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

Telephone: _____ Fax: _____ E-Mail: _____

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable P.O. Box 54047 Washington, DC 20032-0247	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001 thru 0004	952-0000	Comprehensive Independent Living Skills and Assistive Technology Services for Persons with Significant Disabilities	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

TO BE CITED ON EACH TASK ORDER

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: <u>See Block 13 C</u>	Ending Date: <u>One year after date of award</u>
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in DC Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 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 herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions For Use with District of Columbia Government Supply and Services Contracts, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer <i>(Type or print)</i>		A. Name of Contracting Officer <i>(Type or print)</i> Marsha Robinson Contracting Officer	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Signature of CONTRACTING OFFICER:	C. DATE

SECTION B. HUMAN CARE SERVICES AND SERVICE RATES

- B.1** The Government of the District of Columbia, Department on Disability Services (DDS), hereafter referred to as the “**District**,” is seeking to establish Human Care Agreements with service providers, hereafter referred to as the “**Provider**,” to provide Comprehensive Independent Living Skills Training for persons with significant disabilities or services for persons who are blind, low vision or visually impaired to include older blind who are 55 and older as described in Section C, pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Official Code 2-303.06a).
- B.2** The Human Care Agreement is based on fixed-unit prices. The Provider shall submit itemized justification of costs for the line items listed in Section B.5.
- B.3** The Human Care Agreement is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.
- B.4** Services shall be performed only as authorized by Task Orders issued under this Agreement. The Provider shall furnish to the Government of the District of Columbia, the services specified in the Schedule, when and if ordered.

B.5 PRICE SCHEDULE

B.5.1 BASE YEAR

A CLIN	B Item Description	C Unit (proposed by Contractor)	D Unit Price
0001	The Provider shall provide Comprehensive Independent Living Skills Services for persons with severe and persistent mental illness.		\$ _____
0002	The Provider shall provide Comprehensive Independent Living Skills Services for persons who are deaf or hard of hearing.		\$ _____
0003	The Provider shall provide Comprehensive Independent Living Skills Services for persons with mobility or physical challenges.		\$ _____
0004	The Provider shall provide Comprehensive and Specialized Independent Living Skills Services for persons who are blind or visually impaired across the life span including Older Blind who are 55 and older		\$ _____

0005	Other Comprehensive Independent Living Skills or Assistive Technology Services to include, but not limited to: Communication Education Information Access/Technology Self Advocacy/ Self Empowerment Vocational Information & Referral IL Skills Training Peer Counseling Individual & System Advocacy Orientation and Mobility		\$ _____
0006	The Cost Reimbursement Component: The per person allowance may include transportation or other items authorized by contacting the rehabilitation counselor to obtain approval in writing prior to the purchase agreement.	Not to Exceed \$500 per person	\$ _____

B.5.2 OPTION YEAR ONE (1)

A CLIN	B Item Description	C Unit (proposed by Contractor)	D Unit Price
1001	The Provider shall provide Comprehensive Independent Living Skills Services for persons with severe and persistent mental illness.		\$ _____
1002	The Provider shall provide Comprehensive Independent Living Skills Services for persons who are deaf or hard of hearing.		\$ _____
1003	The Provider shall provide Comprehensive Independent Living Skills Services for persons with mobility or physical challenges.		\$ _____
1004	The Provider shall provide Comprehensive and Specialized Independent Living Skills Services for persons who are blind or visually impaired across the life span including Older Blind who are 55 and older		\$ _____
1005	Other Comprehensive Independent Living Skills or Assistive Technology Services to include, but not limited to: Communication Education Information Access/Technology Self Advocacy/ Self Empowerment Vocational Information & Referral IL Skills Training		\$ _____

	Peer Counseling Individual & System Advocacy Orientation and Mobility		
1006	The Cost Reimbursement Component: The per person allowance may include transportation or other items authorized by contacting the rehabilitation counselor to obtain approval in writing prior to the purchase agreement.	Not to Exceed \$500 per person	

B.5.3 OPTION YEAR TWO (2)

A CLIN	B Item Description	C Unit (proposed by Contractor)	D Unit Price
2001	The Provider shall provide Comprehensive Independent Living Skills Services for persons with severe and persistent mental illness.		\$_____
2002	The Provider shall provide Comprehensive Independent Living Skills Services for persons who are deaf or hard of hearing.		\$_____
2003	The Provider shall provide Comprehensive Independent Living Skills Services for persons with mobility or physical challenges.		\$_____
2004	The Provider shall provide Comprehensive and Specialized Independent Living Skills Services for persons who are blind or visually impaired across the life span including Older Blind who are 55 and older		\$_____
2005	Other Comprehensive Independent Living Skills or Assistive Technology Services to include, but not limited to: Communication Education Information Access/Technology Self Advocacy/ Self Empowerment Vocational Information & Referral IL Skills Training Peer Counseling Individual & System Advocacy Orientation and Mobility		\$_____

2006	The Cost Reimbursement Component: The per person allowance may include transportation or other items authorized by contacting the rehabilitation counselor to obtain approval in writing prior to the purchase agreement.	Not to Exceed \$500 per person	
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B.5.4 OPTION YEAR THREE (3)

A CLIN	B Item Description	C Unit (proposed by Contractor)	D Unit Price
3001	The Provider shall provide Comprehensive Independent Living Skills Services for persons with severe and persistent mental illness.		\$ _____
3002	The Provider shall provide Comprehensive Independent Living Skills Services for persons who are deaf or hard of hearing.		\$ _____
3003	The Provider shall provide Comprehensive Independent Living Skills Services for persons with mobility or physical challenges.		\$ _____
3004	The Provider shall provide Comprehensive and Specialized Independent Living Skills Services for persons who are blind or visually impaired across the life span including Older Blind who are 55 and older		\$ _____
3005	Other Comprehensive Independent Living Skills or Assistive Technology Services to include, but not limited to: Communication Education Information Access/Technology Self Advocacy/ Self Empowerment Vocational Information & Referral IL Skills Training Peer Counseling Individual & System Advocacy Orientation and Mobility		\$ _____

3006	The Cost Reimbursement Component: The per person allowance may include transportation or other items authorized by contacting the rehabilitation counselor to obtain approval in writing prior to the purchase agreement.	Not to Exceed \$500 per person	
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B.5.5 OPTION YEAR FOUR (4)

A CLIN	B Item Description	C Unit (proposed by Contractor)	D Unit Price
4001	The Provider shall provide Comprehensive Independent Living Skills Services for persons with severe and persistent mental illness.		\$ _____
4002	The Provider shall provide Comprehensive Independent Living Skills Services for persons who are deaf or hard of hearing.		\$ _____
4003	The Provider shall provide Comprehensive Independent Living Skills Services for persons with mobility or physical challenges.		\$ _____
4004	The Provider shall provide Comprehensive and Specialized Independent Living Skills Services for persons who are blind or visually impaired across the life span including Older Blind who are 55 and older		\$ _____
4005	Other Comprehensive Independent Living Skills or Assistive Technology Services to include, but not limited to: Communication Education Information Access/Technology Self Advocacy/ Self Empowerment Vocational Information & Referral IL Skills Training Peer Counseling Individual & System Advocacy Orientation and Mobility		\$ _____
4006	The Cost Reimbursement Component: The per person allowance may include transportation or other items authorized by contacting the rehabilitation counselor to obtain approval in writing prior to the purchase agreement.	Not to Exceed \$500 per person	

SECTION C: SPECIFICATIONS/WORK STATEMENT

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.3.

C.1 SCOPE:

C.1.1 The Department on Disability Services (DDS), Rehabilitation Services Administration (RSA), is seeking Contractors to deliver Comprehensive Independent Living Skills or Assistive Technology services to promote and maximize the integration and full inclusion of individuals with significant disabilities and the most significant disabilities into the mainstream of American life. Independent living services includes, but are not limited to, personal hygiene, personal care, meal preparation, light household chores, marketing, money management, travel training, nutrition and wellness routines, social communication skills, mobility skills and evaluation for and training on assistive technology devices.

C.1.2 The term “comprehensive services for independent living” means any appropriate **vocational rehabilitation service** (as defined under Title I of the Rehabilitation Act) and any other available service that will enhance the ability of an individual with disabilities to live independently and function within the family and community and, **if appropriate, secure and maintain appropriate employment**. Such service may include any of the following: counseling services, including psychological, psychotherapeutic and related services; housing incidental to the purpose of this section (including appropriate accommodations to and modification of any space to serve individual with disabilities; appropriate job placement services: transportation; attendant care: physical rehabilitation; therapeutic treatment; needed prostheses and other appliances and devices

C.1.3 The Contractor shall provide services to persons with physical or mental conditions that seriously limit one or more functional capacities (mobility, communication, self-care, self-direction, interpersonal skills, and work tolerance or work skills) in terms of ability to function independently in family or community or to engage or **continue in employment**.

C1.4 The Contractor shall provide services to individuals who are significantly restricted from the ability to live an independent life. This occurs when there is a loss of independence, or an individual need for special help to be independent. Services may be provided that will reduce or correct the resulting functional limitation for the individual to improve his/her ability to function independently in family or community or **to engage or continue in employment** and maintain independent functioning. Assessment and evaluation factors should include factors such as medical diagnosis, age, education, appearance, personality, attitude, interest, resources, environment, expressed desires, **work history and work opportunities**.

C.1.5 The Contractor shall service clients referred to the Contractor by RSA that may have cognitive, sensory, or mobility challenges or multiple challenges, which consist of a combination of these disabilities. These disabilities comprise the severe or most significant disability categories. Some individuals may be non-English speaking.

Others may require a language translator or an interpreter who uses American Sign Language. The languages of the non-English speaking population referred shall include but not be limited to Spanish, French, Portuguese, Mandarin, Taiwanese, Cantonese and Vietnamese to ensure accessibility to all residents of the District of Columbia and to be in compliance with the DC Language Access Act.

C.16 The Contractor shall provide Assistive Technology Evaluations that assess each client’s need(s) in order to increase his/her independence in the environment such as in the workplace, school, at home and in the community. The Contractor shall provide individualized instruction as necessary for the client to fully utilize the appropriate Assistive Technology device approved by the RSA counselor.

C.1.6 Applicable Documents

Document Type	Title	Date
Title I of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220	Title VII, Part B, 34 CFR §364.43 Meet the requirement §364.52	August 7, 1998
Program Instruction (P.I.)	RSA Monitoring Required	February 9, 2007, P.I. issued

C.1.4 Definitions

For the purposes of this document, the following terms and phrases shall have the meanings ascribed below:

- C.1.4.1 Adaptive Devices-** Any structure, design, instrument, contrivance or equipment that enables a person with a disability to function independently.
- C.1.4.2 Advocacy –** Actions by an individual, group(s) of individuals, or associations (s), on behalf of a disabled individual, group of disabled individuals, agency or group of agencies, to insure that their interests legal, and human rights are safeguarded.
- C.1.4.3 Activities of daily living –** Programs using actual situations to teach grooming, hygiene, money management, shopping, food preparation, housekeeping and transportation skills to individuals with disabilities.
- C.1.4.4 Assistive Technology/Device –** Any item, piece of equipment, or product system whether acquired commercially off the shelf, modified or customized, that is used to increase, maintain, or improve functional capabilities of individuals with disabilities. {29 USCA 2202 (2)}.

- C.1.4.5 Assistive Technology Services**- services to support persons with disabilities to help them select, acquire, or use adaptive devices. Such services include functional evaluations, training on devices, product demonstration, and equipment purchasing or leasing.
- C.1.4.6 Assistive Technology Evaluation** – an evaluation to determine which technology tools are more appropriate for a person with a disability to function independently. It includes: an individualized evaluation by an assistive technology specialist and a written report with recommendations for assistive technology devices and training on devices utilization.
- C.1.4.7 Admission Criteria** – Entrance standards based on the suitability of the services of the facility to the needs of the consumers.
- C.1.4.8 Admission Evaluation** – An initial assessment of an individual’s level of functioning which identifies limitations and strengths; it is used to develop appropriate goals and to determine the individual’s ability to utilize needed services.
- C.1.4.9 Affirmative Action** – Efforts by an employer to actively employ minority persons regardless of their age, sex or disability as employees without discrimination in all employment practices, i.e., advancement, rate of pay, and selection for training.
- C.1.4.10 Affirmative Action Plan** – A written outline of equal employment policies for minority individuals. The plan includes specific actions steps, timetables, and complaint and enforcement procedures to assure equal opportunities.
- C.1.4.11 Architectural Barriers** – Physical design and construction that limits the ability of a person with a mobility or sensory impairment to move as freely as a person without such impairments.
- C.1.4.12 Case Management** – The Administration of activities aimed at linking community resources to a consumer through the assessment of individual needs, development and periodic evaluation of an independent living plan and coordination of the various system components in order to achieve a successful outcome.
- C.1.4.13 Consumer** – One who has applied to DDS/RSA for rehabilitation services and has been determined eligible on the basis of a physical or mental disability which results in a substantial impediment to employment or independent living and for whom there is a reasonable expectation of employability or increased independence if rehabilitation services are provided.
- C.1.4.14 Consumer Characteristics** – Describes the social, psychological, vocational, educational or physical attributes of the individuals a facility proposes to serve.
- C.1.4.15 Consumer Plan** – A written program of action developed and reviewed at regular intervals with the participation of the consumer and all agencies concerned with him/her; it specifies objectives and goals and identifies a continuum of services to achieve those objectives and goals.

- C.1.4.16 Consumer Records** – A compilation of data that is developed in a logical coherent, and readily understandable fashion, that provides the basis for planning and evaluating the customer’s plan, and that includes the consumer’s current status, the progress toward rehabilitation, and the nature of all services provided or secured for consumers.
- C.1.4.17 Confidentiality** – Protection of consumer information; such information cannot be shared without the consumer’s written permission.
- C.1.4.18 Counselor** – Individual who provides professional guidance on the basis of knowledge of human behavior and the use of special interviewing skills to help individuals identify and achieve their personal goals.
- C.1.4.19 Culturally Competent Training** – Training that meets the needs of all individuals with disabilities including those who require the use of American Sign Language or those for whom English is not their first language.
- C.1.4.20 Goal** - The end toward which effort is directed
- C.1.4.21 Independent Living** -Provisions of comprehensive services designed to meet the current and future needs of individuals whose disabilities are so severe that they do not presently have the potential for employment but may benefit from rehabilitation services which will enable them to live and function independently.
- C.1.4.22 Individual with a Significant Disability** – means an individual with a severe physical, mental, cognitive, or sensory impairment whose ability to function independently in the family or community or whose ability to obtain, maintain, or advance in employment is substantially limited and for whom the delivery of IL services will improve the ability to function, continue to function, continue functioning, or move toward functioning independently in the family or community or to continue in employment.
- C.1.4.23 Independent Living Core Services** - means information and referral services; IL skills training; peer counseling, including cross-disability peer counseling; and individual and systems advocacy.
- C.1.4.24 Independent Living Skills Training**- a program designed for a person with a disability to make the most of his/her abilities and increase their self-reliance and self-confidence.
- C.1.4.25 Mobility** – Ability of the individual who has a disability to move within and interact with his environment, usually involves using public and/or private transportation.
- C.1.4.26 Monthly Progress Report** – A written summary detailing tested and/or observed consumer behavior, identifying services provided to consumers,

- C.1.4.27 Nonprofit** – Owned and operated by a corporation or association; no part of the net earnings of the corporation or association accrues, or may lawfully accrue, to the benefit of any individual, and income of the corporation or association is exempt under section 502(c) of the internal revenue code of 1954.
- C.1.4.28 Orientation and Mobility Services** – The process of introducing an individual to the program of an agency and of providing the individual with information regarding agency policies and procedures, physical layout, safety regulations, community resources, and other pertinent information to assist the individual’s comprehension of the agency’s program.
- C.1.4.29 Outreach Services** – All actions which ensure that individual interests, legal and human rights are addressed by appropriate community organizations.
- C.1.4.30 Peer relationships** – means relationships involving mutual support and assistance among individuals with significant disabilities who are actively pursuing IL goals.
- C.1.4.31 Peer role models** – means individuals with significant disabilities whose achievements can serve as a positive example for other individuals with significant disabilities.
- C.1.4.32 Program Accessibility** – An agency’s commitment to provide necessary assistance to enable the individuals with disabilities to benefit from the agency’s services; examples: interpreters for deaf individuals, usable physical facilities, and readers for the blind.
- C.1.4.33 Program Report** – A regular, written record of a consumer’s movement toward goals and objectives specified in the plan.
- C.1.4.34 Recreation Evaluation** – A method of determining appropriate recreational activities.
- C.1.4.35 Referral** – An individual who seeks services of, or is directed to an agency because he/she needs and requires the services offered.
- C.1.4.36 Referral Agency** – The agency that sends or directs the consumer for services.
- C.1.4.37 Rehabilitation** - An organized program that enables the individual with a disability to acquire and use behaviors and skills necessary to achieve and maintain satisfactory employment and/ or increased independence within the home and/ or community.
- C.1.4.38 State Plan** – means the State IL plan required under section 704 of Title VII of the Act.
- C.1.4.39 Service Provider** – means a designated State unit (DSU) that directly provides IL services to individuals with significant disabilities; a center that receives financial assistance under part B or C of Chapter 1 of Title VII of the act; or any other entity

or individual that meets the requirements of 34 §364.43(e) and provides IL services under a grant or contract from the DSU.

C.2 BACKGROUND

C.2.1 This is a recurring service.

C.2.2 The Department on Disability Services (DDS), 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 and Title VII (29 U.S.C.796 et seq) to assist individuals with significant and most significant disabilities to prepare for, secure and maintain independent living goals. Specifically, individuals who are severely and persistently mentally ill, sensory disabilities, cognitive disabilities, mobility challenges or multiple disabilities that include a combination of significant and the most significant disabilities. The independent living services enhance the ability of an individual with disabilities to live independently and function within the family and community, and if appropriate secure and maintain appropriate employment in their community and prepare them for full participation as citizens in adult life.

C.2.3 Services through DDS/RSA are provided after a determination of the presence of a disability which causes a substantial impediment to employment or independent living. The disability requires rehabilitation services for amelioration that will lead to employment or improved functioning and independence in the home and community. The DDS/RSA is required to provide the following:

- a. Assessment to determine eligibility and services needed;
- b. Eligibility determination decision;
- c. Development of an Independent Living Plan;
- d. Service Implementation; and
- e. Closure is defined as when a client has successfully completed independent living programs to be able to live independently.

C.3 REQUIREMENTS

C.3.1 General Requirements

C.3.1.1 The provider shall provide services as 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, incorporated herein by reference.

C.3.1.2 The Contractor shall maintain office space that is accessible to DC Metro (rail or bus) where RSA counselors may visit to conduct business regarding clients receiving services from the Contractor.

C.3.1.3 The Contractor shall have ample organizational infrastructure in place to provide services to persons with multiple disabilities or provide services that are targeted to small populations with specific disabilities.

C.3.1.4 The Contractor shall implement the Independent Living Plan (ILP) established by the RSA counselor, which shall include, but not be limited to, the following:

C.3.1.4.1 Independent Living Core Services: Information and Referral, IL Skills;

C.3.1.4.2 Training; Peer Counseling, Self-Help and Self-Advocacy; Evaluation shall indicate the goods or objectives of services to be provided and the anticipated duration of the service program and each component of services; and

C.3.1.4.3 Services may include, but not be limited to the following categories:

- Communication
- Education
- Information – Access/ Technology
- Self Advocacy /Self Empowerment
- Vocational

STATE PLAN

- Information and Referral
- IL Skill Training
- Peer Counseling
- Individual and System Advocacy

C.3.1.5 The Contractor shall assign one staff member the lead responsibility to review and implement the IL Plan with each client, although the Contractor may assign additional staff to assist the client in reaching specific program intermediate objective goals, as follows:

C.3.1.5.1 Specific program goals including a description of the services, activities, programs planned and staff members assigned to work with the participant; each goal must be specific;

C.3.1.5.2 Measurable activities and strategies for meeting objectives, noting the frequency of staff intervention. An assigned staff member shall review progress monthly to report anticipated duration of services related to each goal to the RSA Rehabilitation counselor that placed the client with the Provider;

C.3.1.5.3 Approximate objective time for the completion of the specific goal and intermediate objective; and

C.3.1.5.4 Signatures of the participant and staff member who assisted in the development of the plan.

C.3.1.6 The Contractor shall implement programs(s) that enable persons with significant disabilities to function as independently as possible. The program(s) must include,

but not be limited to, peer counseling, teaching life skills, and assessing the total medical, social, emotional and recreational needs of the clients. The program(s) shall promote community integration to the greatest degree possible, reduce human dependency, increase self-reliance and fully utilize the productive capabilities of persons with disabilities. The crucial needs are as follows:

C.3.1.6.1 Counseling Services

C.3.1.6.1.1 The Contractor's staff shall train the clients in how to make their own decisions. It is vital that clients be taught decision-making, conflict resolution and other values that promote independent living.

C.3.1.6.1.2 The Contractor shall provide counseling that uses the individual, group or classroom model when appropriate; and

C.3.1.6.1.3 The Contractor shall also provide peer and family counseling using qualified peer and family counseling counselors.

C.3.1.6.2 Educational Program and Advocacy

The Provider shall provide assessment of present skills and recommend the appropriate continuing education when needed for those clients whom prior education programs have been unsuccessful or interrupted and provide the necessary referrals.

C.3.1.6.2.1 The Contractor shall provide assistance through guidance counseling for individuals for whom schooling has been unsuccessful or interrupted and provide the appropriate referrals.

C.3.1.6.2.2 The Contractor shall provide life skills training in the area of health and nutrition, menu planning, substance abuse, appropriate self medication, money management and budgeting, household maintenance, travel training and accessing and using public resources.

C.3.1.6.3 Community Services

C.3.1.6.3.1 The Contractor shall provide information and authorized referral services utilizing the services available in the community to the extent possible using the clients insurance or other comparable benefits. Available services includes, but are not limited to, clinics or hospitals, libraries, churches, recreation facilities, schools, community organizations, and social services.

C.3.1.6.3.2 The Contractor shall provide a description of the organizations being used for community services, the persons and their titles, the nature of the relationship and the extent to which the Contractor intends to utilize these resources to obtain a prior authorization from RSA counselors for all related services.

C.3.1.6.3.3 The Contractor shall provide information and referral services related to housing subsidies, including, but not limited to, the maintenance of an updated list of

available housing located through newspaper, rental agencies, realtors and information on rent subsidy programs that may be available to clients.

- C.3.1.6.3.4** The Contractor shall provide advocacy skills training to include referral to and coordination with legal services and other community resources.
- C.3.1.6.3.5** The Contractor shall provide organized socialization and recreational activities, which encompass skills training in decision-making and problem solving, communication and self-advocacy.
- C.3.1.6.3.6** The Contractor shall provide day-to-day operations which include providing independent living services, personnel, equipment, supplies and facility(ies) as necessary.
- C.3.1.6.3.7** The Contractor shall provide an orientation into its program to the client and the RSA counselor within 10 business days after the client is accepted by the Contractor.
- C.3.1.6.3.8** The Contractor shall provide supervision and safety for the clients based on the individual's needs as identified in the service plan. Some of the clients need more supervision and more structure than others their age. The Contractor shall ensure that these individuals are provided supervision, which is supportive and consistent with the service plan.
- C.3.1.6.3.9** The Contractor shall provide outreach services to persons referred who are fearful, passive or resistant to program participation to ensure client attendance.
- C.3.1.6.3.10** The Contractor shall provide services to all enrolled individuals and ensure that the care is sensitive and responsive to each person's cultural and social-economic background.
- C.3.1.6.3.11** The Contractor shall provide services as needed to persons who non-English speaking populations, who have experienced difficulty accessing the service delivery system due to language barriers.
- C.3.1.6.3.12** The Contractor shall notify the RSA counselor if medical or psychiatric interventions are necessary for a client.

C.3.2 **Specific services: Assistive Technology Evaluations and Training on Devices Utilization.**

Assistive Technology is increasingly recognized as one of the most important solutions to the challenges faced by individuals with disabilities in achieving education, employment and community living goals. The correct selection of an assistive technology device is not a random process and there is no "one size fits all" solution. The correct assistive technology device will promote a productive working environment and a speedier return to work; less workplace absenteeism;

a qualified educational experience and a more effective living environment. Assistive Technology does not necessarily include the use of computers nor does it mean expensive or complicated devices. Assistive Technology will not “fix” or eliminate a particular disability, but it can be used to make the most of a person’s strengths and to help bypass areas of difficulty.

- C.3.2.1** The Contractor shall deliver services specific to the detailed assistive technology assessment or evaluation that are essential in verifying the need for technology and identifying the best assistive technology solutions.
- C.3.2.2** The Contractor shall base decisions regarding the need for assistive technology devices and services on the consumer’s goals and objectives, motivational levels and functional capacities plus educational curriculum on independent living skills training, job duties and daily living requirements.
- C.3.2.3** The Contractor shall provide training and technical assistance in a manner that is planned, ongoing and based on current and changing needs and physical challenges. Training for the consumer, including family members is an integral part of assistive technology implementation process. Determination of the training needs of the individual with a disability is based on how the assistive technology will be used in each unique environment.
- C.3.2.4** The Contractor shall coordinate with the RSA counselor for purchase of assistive technology devices identified for each client.
- C.3.2.5** The Contractor’s training on the purchased device shall be comprised of basic orientation or technical assistance related to the main features of the assistive technology device(s) or software when provided to the individual, family members or authorized representatives based on the individual’s specific needs and on the environment in which the assistive technology device will be utilized.

C.4 Records

C.4.1.1 Consumer Service Records

C.4.1.2 The Contractor shall maintain a record on all consumers in the program. The record shall be complete, accurate and properly organized, and shall include the following:

C.4.1.3 Identifying information and contact person;

C.4.1.4 Referral source, when appropriate;

C.4.1.5 Independent Living Behavior Checklist;

C.4.1.6 Progress notes; **Example of Schedule of Programs**

Monday
2 hrs

Wednesday
2 hrs

Friday
2hrs

X 4 Months for each Program

At the end of the training, the counselor, the Contractor and the client will meet to determine if the client has mastered the skills. Counselor will receive weekly or monthly progress reports

- C.4.1.7** Monthly reports including exact hours of intervention; and
- C.4.1.8** Closure Report.
- C.4.1.9** The consumer service records shall be confidential and maintained in a locked area controlled by appropriate contractor staff but available for routine District monitoring activities. Disclosure of service information by the Contractor, and to the Contractor by employees of the District is subject to all the provisions of applicable District and federal laws.
- C.4.1.10** The Contractor shall provide a current organizational chart that displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member.
- C.4.1.11** Any changes in staffing pattern, job descriptions or personnel shall be approved in writing in advance by the Contract Administrator.
- C.4.1.12** The Contractor shall maintain a consumer service record on each consumer in the program. There must be a separate record for each individual. The case record shall be complete, accurate and properly organized. Consumer service records shall include:
- C.4.1.13** Initial evaluation/consumer needs assessment, e.g. consumer's education, vocational history, family background and other pertinent information;
- C.4.1.14** Correspondence and other documents pertinent to the consumer's case; including reports on discipline, actual or alleged victimization by any other person and a description of action taken by the Contractor.
- C.4.1.15** A description of supportive services determined to be needed by the consumer and;
- C.4.1.16** Case documentation of major interventions and case transactions;
- C.4.1.17** The Contractor shall not disclose to any individual, organization, or government confidential medical, legal and other information relative to the consumer, without prior written consent of the Contracting Officer's Technical Representative (COTR) of DDS/RSA or the designee.

C.5 Staff Requirements:

- C.5.1.1** The Contractor shall provide the following types of staff with qualifications as listed:
- C.5.1.2** Program Director or Program Coordinator for Independent Living Skills program- College courses; bachelor's degree preferred with a minimum of two (2) years experience directing an independent living skills program for individuals with disabilities.
- C.5.1.3** Independent Living Specialist (s) – College courses in independent living and/or college courses in special education or occupational therapy; certification preferable with at least two (2) years experience in providing independent living skills instruction to persons with disabilities.
- C.5.1.4** Assistive Technology Specialist(s) - College courses; certification preferable; with at least two (2) years experience in conducting evaluations, assessment and training on assistive technology devices to persons with disabilities.
- C.5.1.5** Positions may be part-time or on a consultant-basis for Independent Living Specialist (s) and Assistive Technology Specialist (s) since services shall be provided at different times and at different locations.
- C.5.1.6** The Contractor shall make efforts to hire a minimum of three (3) individuals with disabilities who have completed an independent living skills training who shall serve as role models/ mentors for consumers.

C.6 Facility Requirements

- C.6.1** All facilities utilized to perform the service of this contract shall conform to applicable health, sanitation, fire, licensing, building and zoning codes as promulgated by the District of Columbia or the jurisdiction where located. All facilities shall be suitable for the intended use and shall be free of architectural barriers and accessible to individuals with mobility impairments, consistent with P.L. 93-112, Section 504, as amended, and incorporated by reference.

C.7 Performance Standards/Quality Assurance

- C.7.1** The Contractor shall implement a plan for Quality Assurance and Program Evaluation activities that will be used to determine that the program is meeting its established objectives and operates according to its policies and procedures that has been approved prior to contract execution.
- C.7.2** The plan shall, at a minimum, be designed to assess the following:
 - C.7.2.1** Demonstrate progress in developing and operating a model project to improve opportunities for increased participation by persons with disabilities in the targeted population, in community living;

- C.7.2.2** Identification of medical and other services essential to the habilitation/Rehabilitation of these consumers; and
- C.7.2.3** Ability to demonstrate that a counseling program results in positive social changes and increased independence for these consumers.
- C.7.2.4** The Contractor and each consumer, parent or guardian shall complete an Independent Living Behavior Checklist to be used to assess and provide training in:
- a. Orientation and Mobility skills;
 - b. Self care skills;
 - c. Home maintenance and safety skills;
 - d. Social and communications skills;
 - e. Functional academic skills;
 - f. Assistive Technology Evaluation and Device Utilization;
 - g. Adaptive Devices Evaluation;
 - h. Occupational and Physical Therapy evaluations and treatment;
 - i. Assessments for Nutritional Wellness; and
 - j. Assessments for Travel Training needs.

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

- D1.1** The term of this Human Care Agreement shall be for a period of one (1) base year, and up to four (4) additional option years subject to the availability of funds for any period beyond the end of the fiscal year in which the Agreement is awarded.
- D1.2** If the Contractor fails to perform its obligation 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 in accordance with Sections 7, 9, and 20 of the Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services, dated November 2007, hereafter referred to as “Standard Contract Provisions.”
- D1.3** The District reserves the right to terminate services at no cost under a task order issued pursuant to this Agreement upon 30 days written notice to the Contractor.

D.2 Agreement Not A Commitment of Funds or Commitment To Purchase

D.2.1 This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Agreement from the Contractor. The District shall be obligated only to the extent that authorized purchases are actually made by a purchase order or task order pursuant to this Agreement.

D.3 Option to Extend Term of this 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 Contractor prior to the expiration of the Agreement, provided that the District gives the Contractor written notice of its intent to extend at least 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 Contractor may waive the 30 day notice requirements by providing a written notice to the Contracting Officer.

D.3.2 The service rates prices for the Option year 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 included 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, the Contractor will be required to complete a new qualification record at least every three (3) years.

D.4 Deliverables

D.4.1 Service Progress Report: The progress report shall be prepared in two (2) hard copies. The report will include information about IL goals and outcomes achieved by the participants. The report must demonstrate the impact of Independent Living Services on the quality of life of consumers, and delivered in accordance with the criteria as set forth in Section C.2.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Agency Chief Contracting Officer/Human Care Agreement Administration

E.1.1 The Agency Chief Contracting Officer (ACCO) is the only District official authorized to bind the District contractually through signing a Human Care Agreement or Contract, all other documents relating to the Human Care Agreement or Contract. All correspondence to the Agency Chief Contracting Officer shall be forwarded to:

**Ms. Marsha Robinson
Contracting Officer
1125 15th Street NW., 4th Floor
Washington, D.C. 20005-2717**

**Telephone Number: (202) 730-1628
Facsimile Number: (202) 730-1514
E-Mail: Marsha.Robinson@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 Contractor with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Technical Representative shall be:

Edmond Neboh
Rehabilitation Services Administration
1125 15th Street, N.E., 9th Floor
Washington, D.C. 20005
Telephone Number: (202)
E-Mail:

E.3 Contact Person

E.3.1 For procurement information regarding this Human Care Agreement contact:

Ms. Monica Brown
Department on Disability Services
Contract Specialist
1125 15th Street, NW, 4th Floor
Washington, D.C. 20005
Telephone: (202) 730-1861
E-Mail Address: Monica.Brown4@dc.gov

E.4 Ordering and Payment

E.4.1 **The Contractor shall not provide any services to a RSA individual unless the individual has been referred to the Contractor utilizing the RSA authorization form**

The Contractor **shall not** provide services or treatment under this Agreement unless The Contractor 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. A purchase order or task

order issued pursuant to this Agreement may be issued from date of award through one (1) year thereafter.

- E.4.2** 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 prevail.
- E.4.3** 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.4.4** The Contractor shall forward or submit all 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 eight (8) on Page one (1) of the purchase order/task order, “ Contractor Shall Submit All Invoices To.”

**Office of the Chief Financial Officer
Department on Disability Services
Attn: Accounts Payable
P.O. Box 54047
Washington, D.C. 20032-0247**

- E.4.3** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- (1) Contractor name and address; name of individuals; location of Individuals;
 - (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 to include service, and the frequency duration of each services;
 - (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, telephone number, and signature of the preparer.
- E.3.6** Payment shall be made only after performance by the Contractor 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. Certification for payment will only be made after the COTR has received all deliverables set forth in Section E.2.1.

PART II

SECTION F – HUMAN CARE 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 incorporated by reference into this Agreement, and shall govern the relationship of the parties as contained in this Agreement. By signing this Agreement, the Contractor agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

By signing this Agreement, the Contractor agrees and acknowledges its obligation to be bound by the provisions of the laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws.

F.3 CONFIDENTIALITY

All services or treatment provided by the Contractor through referrals by the District to the Contractor shall be provided in a confidential manner and the Contractor 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. The Contractor shall ensure that the protection of the consumer’s record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room

F.4 TAX COMPLIANCE CERTIFICATION

In signing and submitting this Agreement, the Contractor certifies, attests, agrees, and acknowledges that the Contractor 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 Contractor.

F.6 SUBCONTRACTS

The Contractor shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractors 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 Contractor and the subcontractor shall be subject to every provision of this Agreement. Notwithstanding any subcontract approved by the District, the Contractor shall remain solely liable to the District for all services required under this Agreement.

F.7 DISTRICT RESPONSIBILITIES

F.7.1 The RSA Rehabilitation Counselor shall provide assessment eligibility on contract training to the Contractors that include an assessment of each client's need(s) in order to increase his/her independence in the home and community.

F.7.2 RSA will notify Contractor when the client's RSA rehabilitation counselor changes or is reassigned.

CONTRACTOR RESPONSIBILITY

F.7.1 The Contractor bears responsibility for ensuring that the Contractor/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Contractor pursuant to this Agreement.

F.7.2 The Contractor shall notify the District immediately whenever the Contractor does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 Drug-Free Work Place Clause

In signing and submitting this Agreement, the Contractor certifies, attests, agrees, and acknowledges that the Contractor 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 INSURANCE (9-09)

F.9.1 General Requirements. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work on the contract.

- F.9.2** All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-V III or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.
- F.9.3** The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.
- F.9.4** All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract.
- F.9.5** All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance.
- F.9.6** All policies shall contain a waiver of subrogation in favor of the District of Columbia.
- F.9.7** In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished.
- F.9.8** All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.
- F.9.9** Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.
- F.9.10** Insurance Liability Limitations
- F.9.10.1** Commercial General Liability Insurance (Prime Contractor). The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$1,000,000 limits per occurrence; \$2,000,000 per aggregate; \$2,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.
- F.9.10.2** Commercial General Liability Insurance (Subcontractor). If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries coverages equal to that required by the prime contractor contracting with the District. The policy coverage shall be primary and non-contributory, shall

contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

- F.9.10.3** Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$1,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.
- F.9.10.4** Workers' Compensation Insurance.
- F.9.10.4.1** Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.
- F.9.10.4.2** Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- F.9.10.5** Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$2,000,000 per occurrence and \$2,000,000 per aggregate, with the District added as an additional insured.
- F.9.10.6** Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.
- F.9.10.7** Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$50,000 per occurrence for each wrongful act.
- F.9.10.8** Sexual Abuse and Molestation. The Contractor shall coverage of \$1,000,000 per occurrence and \$1,000,000 aggregate.
- F.9.11** Duration: The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that the insurer agrees that the Contracting Officer shall be given thirty (30) days

prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

F.9.12 **Contractor's Property**: Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit".

F.9.13 **Measure of Payment**: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price. Contractors are advised not to sign a contract binding an insurance policy until after contract award is made.

F.10 **HIPAA PRIVACY COMPLIANCE**

F.10.1 **Definitions**

F.10.1.1. ***Business Associate*** means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

F.10.1.2. ***Covered Entity*** means a health plan, a health care clearinghouse, or a health care Contractor who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.

F.10.1.3. ***Data Aggregation*** means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.

F.10.1.4. ***Designated Record Set*** means a group of records maintained by or for the Covered Entity that is:

F.10.1.4.1 in whole or in part, by or for the Covered Entity to make decisions about individuals.

- F.10.1.4.2** The medical records and billing records about individuals maintained by or for a covered health care Contractor;
- F.10.1.4.3** The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- F.10.1.5.** Used *Health Care* means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
- F.10.1.15.1.** Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
- F.10.1.15.2.** Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- F.10.1.6.** *Health Care Components* means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a) (2) (iii) (C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- F.10.1.7.** *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- F.10.1.8.** *Hybrid Entity* means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- F.10.1.9.** *Record* shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- F.10.1.10.** *Individual* shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- F.10.1.11.** *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
- F.10.1.4.4** Is created or received by a health care Contractor, health plan, employer, or health care clearinghouse; and

- F.10.1.4.5** Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
- F.10.1.4.6** That identifies the individual; or
- F.10.1.4.7** With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- F.10.1.12.** ***Privacy Official.*** The person designated by the District of Columbia, a *Hybrid Entity*, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- F.10.1.13.** ***Privacy Officer.*** The person designated by the Privacy Official or one of the District of Columbia's designated health care components, which is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency's Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency's privacy officer will follow the guidance of the District's Privacy Official, and shall be responsive to and report to the District's Privacy Official.
- F.10.1.14.** ***Privacy Rule.*** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- F.10.1.15.** ***Protected Health Information.*** "Protected Health Information" means individually identifiable health information that is:
- F.10.1.15.1.** Transmitted by electronic media;
- F.10.1.15.2.** Maintained in electronic media; or
- F.10.1.15.3.** Transmitted or maintained in any other form or medium;
- F.10.1.15.4.** Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
- F.10.1.15.5.** Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- F.10.1.16.** ***Required By Law.*** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- F.10.1.17.** ***Secretary.*** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- F.10.1.18.** ***Workforce.*** "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

F.10.2 Obligations and Activities of Business Associate

- F.10.2.1.** The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required by Law.
- F.10.2.2.** The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- F.10.2.3.** The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- F.10.2.4.** The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.
- F.10.2.5.** The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.
- F.10.2.6.** The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, at a mutually agreed upon location, during normal business hours, and in a format as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *Department on Disability Services Access Policy*, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- F.10.2.7.** The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 in a format *agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *Department on Disability Services Amendment Policy*, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in

order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

- F.10.2.8.** The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *Department on Disability Services Identity and Procedure Verification Policy*, attached hereto as Exhibit C and incorporated by reference.
- F.10.2.9.** The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *Department on Disability Services Logging Disclosures for Accounting Policy* attached hereto as Exhibit D and incorporated by reference.
- F.10.2.10.** The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *Department on Disability Services Disclosure Accounting Policy* attached hereto as Exhibit E and incorporated by reference.
- F.10.2.11.** The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and at a mutually agreed upon location, during normal business hours, and in a format designated by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- F.10.2.12.** The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business

Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.

F.10.2.13. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

F.10.3 Permitted Uses and Disclosures by the Business Associate

F.10.3.1. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the HCA, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

F.10.3.2. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

F.10.3.3. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.

F.10.3.4. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).

F.10.3.5. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

F.10.4 Additional Obligations of the Business Associate

Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or

reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:

- F.10.4.1.** Name of the Business Associate of the Covered Entity;
- F.10.4.2.** Title of the Report/File;
- F.10.4.3.** Confirmation that the Report/File contains Protected Health Information (Yes or No);
- F.10.4.4.** Description of the basic content of the Report/File;
- F.10.4.5.** Format of the Report/File (Electronic or Paper);
- F.10.4.6.** Physical location of Report/File;
- F.10.4.7.** Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and
- F.10.4.8.** Supporting documents if the recipient/personal representative has access to the Report/File.

F.10.5. Sanctions

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

F.10.6. Obligations of the Covered Entity

- F.10.6.1.** The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- F.10.6.2.** The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected

Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.

F.10.6.3. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

F.10.7. Permissible Requests by Covered Entity

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

F.10.8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

- F.10.8.1.** That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;
- F.10.8.2.** That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- F.10.8.3.** That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- F.10.8.4.** That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;

F.10.8.5. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;

F.10.8.6. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement that neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

F.10.9. Term and Termination

F.10.9.1. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the HCA award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in

accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

F.10.9.2. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:

- F.10.9.21.** Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the HCA if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
- F.10.9.22.** Immediately terminate the HCA if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
- F.10.9.23.** If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

F.10.9.3. *Effect of Termination.*

Except as provided in paragraph (ii) of this section, upon termination of the HCA, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.

In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

F.10.10 **Miscellaneous**

F.10.10.1. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.

F.10.10.2. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the

Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.

- F.10.10.3.** *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the HCA.
- F.10.10.4.** *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.
- F.10.10.5.** The terms of this HIPAA Compliance Clause amend and supplement the terms of the HCA, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the HCA, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the HCA (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.
- F.10.10.6.** *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- F.10.10.7.** *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the HCA; to the extent they are applicable to this HIPAA Compliance Clause and the HCA.

- F.10.10.8.** *Governing Law and Forum Selection.* This HCA shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this HCA shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- F.10.10.9.** *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.
- F.10.10.10.** *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- F.10.10.11.** *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the HCA, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- F.10.10.12.** *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier

delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

Attention: _____

Fax: _____

If to the Covered Entity, to

Department on Disability Services
Rehabilitation Services Administration
1125 15th Street, 9th floor
Washington, DC 20005

Attention: **Deputy Director** _____

Fax: **202-442-8663** _____

- F.10.10.19.** *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- F.10.10.20.** *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- F.10.10.21.** *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- F.10.10.22.** *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- F.10.10.23.** *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- F.10.10.24.** *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the HCA, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the

entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary

F.11 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.11.1. The Human Care Agreement

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.12 The following attachments, available at <http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments/Solicitation+Attachments>, are incorporated by reference into this Agreement.

F.12.1.1 Human Care Agreement Contractor Qualifications Record, DDS Form 1900, (completed and executed) which is incorporated into this Human Care Agreement

F.12.1.2 Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985

F.12.1.3 First Source Employment Agreement

F.12.1.4 2010 Living Wage Act Fact Sheet

F.12.1.5 Tax Certification Affidavit

SECTION G

INSTRUCTIONS, CONDITIONS AND NOTICES TO CONTRACTORS

G.1 HUMAN CARE AGREEMENT AWARD

G.1.1 Award in the Best Interest of the District

The District intends to award multiple Human Care Agreements resulting from this solicitation based upon the Contracting Officer's determination that the Human Care Agreement is in the best interest of the District, considering the service Contractor's qualifications, its capability of providing the services, and a determination that the price is reasonable.

G.1.2 Initial Offers

The District may award Human Care Agreements on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Contractor's best terms from a standpoint of cost or price, technical and other factors.

G.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and three (3) copies of the written application, including the Contractor Qualification Record (CQR) with all attachments, shall be submitted. Applications shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted, in lieu of originals, however, offerors are **encouraged to submit electronic copies** of applications to facilitate agency responses to Freedom of Information Act requests. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2012-H-0002** for Comprehensive Independent Living Skills or Assistive Technology Services for Individuals with Significant Disabilities." Contractors' qualification packages may be submitted to DDS **through 4:00 p.m. on March 21, 2012**. Contractors are encouraged to submit applications as early as possible rather than waiting to submit closer to the closing date.

The Contractor shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and service delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Contractor must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

The CQR must have licensures, individual or corporate credentials as appropriate, certificates of good standing, and the articles of incorporation along with any other documentation that supports all entries made to the CQR.

Contractors whose proposal is otherwise found "provisionally qualified" to provide the services described, shall expect a site visit prior to a final determination of "qualified" status. The site visit will be conducted by a RSA certified staff person who is most likely

to utilize the specific services proposed by the Contractor in its written program description.

Although Contractors may service cross categories of multiple disabilities or targeted disabilities, the Contractor's proposal must be very specific as to what categories of disability populations their program targets and detail the specific services offered.

Contractors may respond to Section B of this HCA by including published pricelists of all relevant services currently being provided by the Contractor, providing price schedules contained in contracts with other local jurisdictions for the same or similar services, Federal or other Government Supply Schedules or by completing Section B of this HCA and providing supporting documents or detailed explanation of how prices are calculated.

G.3 SIGNING OF HUMAN CARE AGREEMENT

The Contractor shall sign and print or type its name on the Human Care Agreement Award form of this solicitation. Agreements signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

G.4 RETENTION OF APPLICATIONS

All application documents will be the property of the District and retained by the District, and therefore will not be returned to the Contractor.

G.5 ACKNOWLEDGMENT OF AMENDMENTS

The Contractor shall acknowledge receipt of any amendment to this solicitation (a) by signing and returning the amendment; or (b) by letter or telegram including mailgrams. The District must receive the acknowledgment by the date and time specified for receipt of applications. Contractors' failure to acknowledge an amendment may result in rejection of the application.

END OF DOCUMENT