



Government of the District of Columbia



HUMAN CARE AGREEMENT						Page of Pages 1 42
1. Human Care Agreement Number DCJM-2012-H-0005		2. Date of Award See Block 13C		3. Date Solicitation Issued April 27, 2012		
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 4th Floor Washington, DC 20005-2720 202-730-1717 Fax: 202-730-1514			5. Administered by: Department on Disability Services Developmental Disabilities Administration Service Coordination 1125 – 15 th Street NW., 8th Floor Washington, DC 20005-2726			
6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR <i>(No. Street, county, state and ZIP Code)</i>						
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		
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	952-1500	Service Coordination Services for District of Columbia Persons with Intellectual and Developmental 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: See Block 13 C				Ending Date: To be determined upon award, but not to exceed one (1) year		
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>		
B. Authorized Signature of the PROVIDER/CONTRACTOR:		C. DATE		B. Signature of Contracting Officer		C. DATE
						(Base Year)



**Government of the District of Columbia
Department on Disability Services**

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

STATUTORY AND REGULATORY AUTHORITY

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

GENERAL INSTRUCTIONS

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

CHECKLIST

<input type="checkbox"/>	Did you include your Taxpayer Identification Number?	<input type="checkbox"/>	Did you attach a copy of your most recent Financial Statement?
<input type="checkbox"/>	Did you attach the information required In Section III, Disclosure Information, on page 2?	<input type="checkbox"/>	Did you attach a copy of all licenses and certifications, including any specialty certifications?
<input type="checkbox"/>	Did you list all personnel critical to the performance of your Organization in Section VI	<input type="checkbox"/>	Are you providing a facility? Then, did you attach a copy of the Certificate of Occupancy for each facility?
<input type="checkbox"/>	Did you attach a Certificate of Incorporation, if applicable?	<input type="checkbox"/>	Did you attach a Certificate of Good Standing, if applicable?
<input type="checkbox"/>	Did you attach a copy of your LSDBE certification, if applicable?	<input type="checkbox"/>	Did you attach or include your salary history, if applicable?

FREQUENTLY ASKED QUESTIONS

Q Can I fax my application for processing?	A No. Contractor Qualifications Records must contain original, not copied signatures.
Q Is this form available electronically?	A Yes, the Contractor Qualifications Record (CQR) is available on the DDS website, www.dds.dc.gov under Business Opportunities.
Q Who or what is an Individual?	A The term "individual" means a human person who may be licensed, certified, or otherwise authorized or qualified to perform or provide specific human care services. The individual may be a solo practitioner or a part of a group.
Q Who or what is an Organization?	A The term "organization" means an entity, other than an individual, that is licensed, certified, or otherwise authorized, or qualified, to provide or perform human care services in the normal course of business. The license, certification, or other recognition is granted to the organization entity. Individual owners, managers, or employees of the organization may also be certified, licensed, or otherwise recognized as individual providers in their own right. Examples may include a corporation, joint venture, clinic, hospital, or partnership.



Government of the District of Columbia

HUMAN CARE AGREEMENT CONTRACTOR QUALIFICATIONS RECORD

1. DATE OF FILING / /	2. FILING TYPE: <input type="checkbox"/> NEW <input type="checkbox"/> UPDATE <input type="checkbox"/> CORRECTION <input type="checkbox"/> REMOVAL	FOR DDS USE ONLY (Date Received by DDS)
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SECTION I - GENERAL INFORMATION

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

SECTION II - FINANCIAL RESPONSIBILITY INFORMATION

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

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

11. MEDICAID - MEDICARE INFORMATION:

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

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

SECTION III - DISCLOSURE INFORMATION

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

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

SECTION IV – ORGANIZATION HISTORY, BACKGROUND AND EXPERIENCE

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

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

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

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

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

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

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

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

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

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

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

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

4. ARE YOU A UNITED STATES CITIZEN?

YES NO

5. ARE YOU A PERMANENT RESIDENT?

(Please Attach Documentation to Support)

YES NO

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

YES NO

SECTION V – EDUCATION, CREDENTIALS AND LICENSURE

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

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

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

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

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

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

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

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

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

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

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

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

5. Please list any hospital affiliations or privileges below:

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

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

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

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

SECTION VI – SERVICE DATA AND INFORMATION

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

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

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

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

3. SETTING CODES: Please Check The Settings Where You Or The Organization Can Or Will Provide Service.

(If You Or The Organization Has A Facility, Then A Certificate of Occupancy Must Be Included and Attached.)

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

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

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

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

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

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

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

SECTION VII – PERSONNEL CRITICAL TO ORGANIZATION PERFORMANCE

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

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

SECTION VIII – REMARKS SECTION

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

SECTION IX – CERTIFICATIONS AND INCORPORATIONS BY REFERENCE

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

I/We, _____ of _____

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

Name (Please Print)	Title	Signature	Date
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(May be signed on behalf of individual or organization.)

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

I/We, _____ of _____

Hereby give, affirm and provide certification that I/we have received and have read the Standard Contract Provisions For Use With District of Columbia Government and Supply Contracts ("Standard Contract Provisions"), dated March 2007, and agree to be bound by all of the provisions, including the requirements of the Occupational Safety and Health Act of 1970 (as amended), the Service Contract Act of 1965 (41 U.S.C. 351-358), the Buy American Act (41 U.S.C.), and the Non-Discrimination provisions. Further, I/We agree and understand that the Standard Contract Provisions shall be Incorporated by reference into any contract or agreement that shall be signed between Me, or My Organization, and the District of Columbia.

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

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

I/We, _____ of _____

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

Name (Please Print)	Title	Signature	Date
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SECTION XII – AFFIDAVIT AS TO ACCURATENESS AND TRUTHFULNESS

I, _____ of being duly sworn on oath, certify that I am authorized to sign this document and that all of the information contained in this Human Care Agreement Contractor Qualifications Record is complete, true and accurate.

Signature

Title

Subscribed and sworn before me on this _____ day of _____, _____.

Notary Public: _____

My Commission Expires on: _____

SEAL

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 providers of Service Coordination services as described in Section C, in accordance with D.C. Official Code § 2-354.06 (2011 Repl.)...
- B.2** The Human Care Agreement is based on fixed-unit prices.
- B.3** The Human Care Agreement is not a commitment to purchase any quantity of services 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.

HUMAN CARE SERVICE RATES

B.5 PRICE SCHEDULE

B.5.1 BASE YEAR

<u>CLIN (Contract Line Item Number)</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (Estimated)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
0001	Service Coordination services as described in Section C.	<u>1840</u>	<u>Hour</u>		

B.5.2 OPTION YEAR ONE

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (Estimated)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
1001	Service Coordination services as described in Section C.	<u>1840</u>	<u>Hour</u>		

B.5.3 OPTION YEAR TWO

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (Estimated)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
2001	Service Coordination services as described in Section C.	<u>1840</u>	Hour		

B.5.4 OPTION YEAR THREE

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (Estimated)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
3001	Service Coordination services as described in Section C.	<u>1840</u>	Hour		

B.5.5 OPTION YEAR FOUR

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>QUANTITY (Estimated)</u>	<u>UNIT</u>	<u>UNIT PRICE</u>	<u>ESTIMATED AMOUNT</u>
4001	Service Coordination services as described in Section C.	<u>1840</u>	Hour		

ESTIMATED GRAND TOTAL BASE AND FOUR OPTION YEARS \$ _____

SECTION C

HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 **Background**

C.1.1 This is an intermittent service.

C.1.2 In 1976, John H. Pratt, United States District Judge signed Civil Action No. 76-0293 (the Pratt Decree) ordering the de-institutionalization of Forest Haven, the District's institution for persons with mental retardation and other developmental disabilities. In 1978, the DCouncil of the District of Columbia enacted the Mentally Retarded Citizen Constitutional Rights and Dignity Act (D.C. Law 2-137). Both the consent decree and the law protect the rights of the District's citizens with appropriate services and support, freedom from harm and service delivery in the least restrictive setting. .

C.1.3 In July 2010, in the United States District Court for the District of Columbia, the parties agreed to the 2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Gray*, which shall be applicable to all services provided to Evans clients under this Human Care Agreement.

C.1.4 Service Coordination is required to be maintained at a ratio of not more than 30 clients to one (1) Evans client. This HCA is issued in order to ensure that the Department on Disability Services, Developmental Disabilities Administration, maintains this ratio,

C.2 **Scope of Human Care Services:**

C.2.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services specified in Section C.4 of the Human Care Agreement:

C.2.1.1 DDS/DDA is seeking Provider(s) to provide intermittent temporary services to maintain necessary ratios of Service Coordinators while recruiting for permanent positions.

C.2.1.2 No finder's fees shall apply after three months of temporary services.

C.3. **Definitions**

C.3.1 **Human Care Agreement** means a written agreement for the procurement of education or special education, health, human or social services pursuant to D.C. Official Code 2-354.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified on Section D.2.

- C.3.2 Human Care Services** means education, or special education, health, human, or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.3.3 Provider** means a consultant, vendor, or contractor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.
- C.3.4 Task Order** means an order for services placed against an established human care agreement.
- C.3.5 Voucher** means a written authorization, to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.
- C.3.6 Day Habilitation** means an individual and group activity program that offers social, recreational and educational events designed to improve each participant's self-awareness and level of functioning.
- C.3.7 Developmental Disability** means a severe, chronic disability of a person that is attributable to a mental or physical impairment, or both, that is manifested before the person attains the age of twenty-two (22) years and is likely to continue indefinitely. The disability causes substantial functional limitation in three (3) or more of the following major life activities: (a) self-care; (b) receptive and expressive language; (c) learning; (d) mobility; (e) self-direction; (f) capacity for independent living; and (g) economic self-sufficiency; and reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.
- C.3.8 Direct Care Staff/ Direct Support Professional** means individuals employed to support individuals in the community and residential setting who render the day-to-day personal assistance required in order to meet the goals of their Individual Support Plan (ISP).
- C.3.9 Habilitation Services** means the process by which a person is assisted to acquire and maintain those life skills which enable him or her to cope more effectively with the demands of his or her person own environment, and to raise the level of his or her physical, intellectual, social, emotional and economic efficiency. Services provided may include monitoring of health care needs, behavior management, money management, social skills, personal care skills, and practical living skills.
- C.3.10 Host Home** means the provision of ADL, habilitation, supervision and health care coordination to an individual who lives in the caregiver's own home with no more than two other individuals who receive support.

- C.3.11 Individual Financial Plan (IFP)** means a written component of the Individual Support Plan that outlines the individual's spending plan for the year, which includes expenditures and assets. The purpose of the IFP is to safeguard the individual's funds and personal possessions. It is also a vehicle to ensure individuals maintain eligibility for Medicaid and Social Security benefits.
- C.3.12 Individual Habilitation Plan (IHP)** – means that plan as set forth in section 403 in the Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978, effective March 3, 1979, (DC Law-2-137, DC Official Code §7-1304.03).
- C.3.13 Individual Support Plan (ISP)** means a written plan developed by a planning team chosen, whenever possible, by the individual with developmental disabilities or his/her guardian. The ISP serves as the single document that integrates all supports a person may receive irrespective of where the person resides. The ISP integrates the Plan of Care (POC) required by the District of Columbia's Home and Community-Based Waiver (HCBW) and the plan of care required by Medicaid for nursing for services delivered under those two programs. The ISP presents the measurable goals and objectives identified as required for meeting the person's preferences, choices, and desired outcomes. The ISP also addresses the provision of safe, secure and dependable supports that are necessary for the person's well being, independence and social inclusion.
- C.3.14 Least Restrictive Environment** means that living or habilitation arrangement which least inhibits an individual's independence. It includes, but is not limited to, arrangements to move an individual from more to less structured living and from larger to smaller living units.
- C.3.15 Life Skills** means a combination of services designed to assist individuals with intellectual and developmental disabilities in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and prevocational functioning to the fullest extent possible.
- C.3.16 Qualified Personnel** means persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, physical therapists, licensed and registered nurses, physicians, podiatrists, psychologists, certified behavior analysts, speech pathologists or audiologists, pharmacists, QMRPs, and social workers.
- C.3.17 Plan of Care** means a written service plan that meets the requirements set forth in Section 1904.4 of Title 29 DCMR, is signed by the person receiving services and is used to prior authorize Waiver services.
- C.3.18 Staff** means the employees, contractors, or subcontractors of direct service agencies.

C.3.19 Supported Employment means providing employment evaluations of individual job skills and preferences, job training, job placement and job coaching services.

C.3.20 Supported Living means the provision of ADL, habilitation, supervision and health care coordination services in settings of three (3) persons or less.

C.3.22 Training means a systematic and organized presentation of information that promotes on-the-job application of targeted competencies (i.e., applicable awareness, knowledge, and skills). Training, by definition, is not limited to a classroom environment. It can also consist of self-study training manuals, computer-based training programs, ‘hands-on’ application and on-the-job shadowing and monitoring, etc. To be effective, training needs to be applied to the job with the support of the agency.

C.3.23 Vocational Training means specialized job training in those vocational areas most suited to the individual as determined by evaluation and individual preferences. Actual skill relating to a specific job may be taught in the workshop, or on the job.

C.3.24 Work Activity means a workshop or a physically separated department of a workshop having an identifiable program, separate supervision and records, planned and designed exclusively to provide therapeutic activities for workers whose physical or mental and/or intellectual impairment is so severe as to make their productive capacity inconsequential. Therapeutic activities include custodial activities and purposeful activity so long as work or production is not the main purpose.

C.4 General Requirements

C.4.1 The Provider shall provide Service Coordinators for persons with intellectual and developmental disabilities as specified throughout this document.

C.4.6 The Provider shall provide qualified professional staffing as appropriate to deliver services to DDA individuals.

C.4.7 The Provider shall adhere to all mandatory policies and procedures established by DDS including but not limited to the following:

- a. Psychotropic Medication;
- b. Most Integrated Settings;
- c. Individual Support Plan Development;
- d. Provider Certification Review (PCR);
- e. Cash and Health Insurance Benefits;

- f. Human Rights; and Restrictive Procedures
- g. Positive Behavior Support.
- h. Incident Management
- i. Health and Functional Decline
- j. Medical/Dental Services
- k. Adaptive Equipment
- l. Training for Provider Staff

C.4.8 Service Coordinator Requirements

- C.4.8.1** Service Coordinators shall make assessments of individuals to determine service needs, including activities that focus on needs identification, to determine the need and preferences for any medical, educational, social, vocational, residential and other services.
- C.4.8.2** Service Coordinators shall prepare client histories by gathering information from other sources such as family members, service providers, medical providers, social workers, educators and others as needed to form a complete assessment of the individual. This includes information regarding personal outcomes, medical/physical documentation; psycho-social/behavior documentation; developmental/intellectual documentation; and socialization/recreational documentation, including relationships that are important to the person supported, the social environment of the person supported and patterns of the person(s) supported's everyday lives.
- C.4.8.3** Service Coordinators shall identify informal supports available to the person(s) supported; information and documentation on financial resources; educational/vocational information and documentation; status of housing and physical environment.
- C.4.8.4** Service Coordinators shall collect information about previously successful and unsuccessful strategies to achieve the person supported's desired personal outcomes, safeguards for protection from harm; and any other facts relevant to understanding the supports and services needed by the person supported to achieve the desired personal outcomes. This includes development of a specific service plan based on the information collected and results of the team planning process using person-centered planning principles and strategies and may include the completion of a designated assessment tool.
- C.4.8.5** Service Coordinators shall develop referrals and related activities to help individuals obtain needed services. These activities include making referrals to service providers,

providing linkages to medical, social, vocational and residential services and other programs capable of meeting needs, and scheduling appointments for the individuals.

- C.4.8.6** Service Coordinators shall monitor and document activities, including activities and contacts that are necessary to ensure the service plans are effectively implemented and adequately address the needs of the individual(s). Monitoring and follow-up activities may be with the individuals, family members, providers, or other entities.
- C.4.8.7** Service Coordinators shall conduct activities as frequently as necessary, per current department policy and procedure, to help determine such matters as whether services are being furnished in accordance with the service plan, whether the services in the service plan are adequate to meet the needs of the individual, and whether there are changes in the needs or status of the individuals. If changes occur in the needs or status of the individuals, monitoring and review activities include making changes to the service plan and service arrangements with providers.
- C.4.8.8** Service Coordinators shall ensure the development of the annual service plan per department policies and procedures, coordinate formal team meetings at least twice year, participate in team meetings, court hearings, and service planning with external community entities involved in individual's life (courts, jail, Child and Family Services Administration, Department of Mental Health, University Legal Services, Quality Trust, Housing Authority, Adult Protective Services, etc.).
- C.4.8.9** Service Coordinators shall participate as a member of a multidisciplinary team for individuals receiving ICF/MR services to assess individual preferences and needs and participate in the development of the service plan. The Service Coordinators shall prepare social summaries and reports for courts, hospitals, and other community partners.
- C.4.8.10** Service Coordinators shall participate in individual program activities to ensure services are delivered in concert with the principles of person-centered planning and in the most integrated environment.
- C.4.8.11** Service Coordinators shall assist in applications for all eligible benefits, and assist in maintaining eligibility, complete documentation needed to withdraw funds from government-held accounts and initiate notification to Quality Trust and Court Monitor's office of long term care or nursing home placements.
- C.4.8.12** Service Coordinators shall coordinate and ensure the implementation of court orders in a timely manner, complete court reports and status updates in timely manner. The Service Coordinator shall timely notify the court of proposed and final changes of placement.
- C.4.8.13** Service Coordinators shall complete special assignments involving planning, evaluation, and development and monitoring of the various projects impacting the agency

- C.4.8.14** Service Coordinators shall provide crisis intervention and resolutions, reports unusual incidents and ensure the health and safety of individuals is supported during emergencies.
- C.4.8.15** Service Coordinators shall conduct and participate in frequent team meetings to identify and address disparities in service delivery, to develop a plan of action to address concerns and to timely follow up on plans of action.
- C.4.8.16** Service Coordinators shall attend and present situations in special and unresolved meetings with appropriate staff and committees (mortality review, quality improvement, human rights, restrictive control review, etc).
- C.4.8.17** Service Coordinators shall serve as liaison and resource person to individuals supported, their families, interdisciplinary teams, service providers, community partners, and court monitors.
- C.4.8.18** Service Coordinators shall be charged with taking all immediate steps necessary to protect the persons supported if he/she believes at any time the person(s) supported is/are at risk.
- C.4.8.19** Service Coordinators shall initiate service funding authorizations (SFAs) for Home and Community Based Service (HCBS) Waiver, Medicaid funded supports, locally funded supports, etc.
- C.4.8.20** Service Coordinators shall support individuals in waiver enrollment by assisting them in collecting information and submitting it to the Eligibility Specialist. If applicant is denied eligibility, the Service Coordinator shall assist the applicant in filing an appeal.
- C.4.8.21** Service Coordinators shall provide person(s) supported with information about choices between Intermediate Care Facility for the Mentally Retarded and HCBS at the initial meeting with person supported and gives them a brochure with information about all DDA providers.
- C.4.8.22** Service Coordinators shall assist persons supported with choosing providers, including giving persons supported sample questions to ask providers. The Service Coordinator shall arrange phone calls and meetings with prospective providers as needed.
- C.4.8.23** Service Coordinators shall be familiar with all State Plan and waiver services and shall explain those services to persons supported and their families, reevaluate level of care in collaboration with Waiver Unit and complete service funding authorizations (SFAs) for all requested services to be funded by DDA.
- C.4.8.24** Service Coordinators shall coordinate with residential provider(s) and Department of Health Care Finance (DHCF) when additional Medicaid-funded services are needed,

identify and assist individuals in accessing community-based resources for needed services and supports.

- C.4.8.25** Service Coordinators shall initiate referrals for new providers when appropriate, complete all waiver applications, add/change, and discharge forms when appropriate.
- C.4.8.26** Service Coordinators shall complete discharge/transition planning for people changing providers or leaving waiver and/or DDA service system.
- C.4.8.27** Service Coordinators shall assist in determining need for health care decision maker, arrange for psychological evaluations to determine capacity if needed, and complete guardianship requests as appropriate.
- C.4.8.28** Service Coordinators shall prepare in-depth entries in individual records (written and electronic). identifying pertinent information including but not limited to demographic information, recording the progress toward service and outcome goals, satisfaction with services and supports, identifying health and safety concerns, contacts with family and other service providers, ensuring needs for adaptive equipments are met in a timely manner, reviewing medication changes and medical conditions.
- C.4.8.29** Service Coordinators shall perform specific follow-up actions related to incidents, alerts and concerns noted and/or reported to the supervisor, documents all attempts to resolve problems encountered in terms of access to needed service/support and/or the timely acquisition of needed services/supports. STOP
- C.4.8.30** Service Coordinators shall prepare and submit to the appropriate parties, reports related to status and progress of individuals assigned to her/his caseload, at the request of the Director and/or supervisory staff, report unusual incidents and provide consistent follow-up until resolution.
- C.4.8.31** Service Coordinators shall work in collaboration with other department staff (Quality Management, Incident Management, Health and Wellness, and Provider Resource Management) in implementing procedures for corrective or preventive actions to ensure that appropriate safeguards are in place for the safety and protection of the people supported.

C.4.9 **Staff Requirements**

- C.4.9.1** The Provider shall provide sufficient staffing qualified to perform the services required in this Section C.
- C.4.9.2** The Provider shall obtain criminal background checks for those individuals identified as qualified for the position.

- C.4.9.3** The Provider shall maintain documentation that each staff person possesses adequate training, qualifications and competence to perform the duties to which they are assigned.
- C.4.9.4** The Provider shall provide to the Contracting Officer's Technical Representative (COTR) documentation that all staff be free of communicable diseases and meet the criminal background check requirements.
- C.4.9.5** The Provider shall maintain an individual personnel file for each staff person, which contains an application for employment, professional and personal references, applicable credentials/certification, records of local jurisdiction required medical examinations, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's action in response to the allegations and the date and reason if an employee is terminated from employment. All personnel materials shall be made available to the Contracting Officer's Technical Representative or DDS designee.
- C.4.9.6** Training policy. The Service Coordinators shall be knowledgeable of all training requirements for Provider staff as referenced in Attachment F.16.3, DDA Provider Training Policies and Procedures..

C.5 Compliance with Service Rates

- C.5.1.** All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.
- C.5.2.** Providers shall submit annual audited financial statements dated within the most recent 12 months prior to award of a HCA and prior to the exercise of each option.

C.6 Method of Delivery of Services.

- C.6.1** The District shall provide to the Provider available social history information, available reports on psychological evaluations, available medical history, available family and school information, and other pertinent data, as appropriate, and as mutually agreed upon by the District
- C.6.2** The Provider shall provide no human care service unless and until a purchase order/task order is issued by the Contracting Officer to the Provider.

C.7 Eligibility

- C.7.1** Eligibility to provide services under this Agreement shall be determined and re-determined by the District, as applicable. The Provider shall be subject to a written

determination that it is qualified to provide the services and shall continue the same level of qualification, subject to a review by the District.

C.7.2 The provider shall submit evidence of status as a provider in good standing with generally accepted quality measures through the submission of a statement of Good Standing from the provider's state jurisdiction indicating that the provider has met all licensing and/or certification standards required by that jurisdiction and is not in a probationary status for any reason.

C.8 Compliance with Laws

The Provider shall comply with all applicable District, Federal and other State and local governmental laws, regulations, standards or ordinances and, where applicable, any other applicable licensing and permit laws, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement. The Provider shall inform DDS immediately of inability to maintain acceptable compliance with applicable laws.

SECTION D

HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

D.1.1 The term of this Human Care Agreement shall be for a period of up to one base year from the date of award, subject to the availability of funds for any period beyond the end of the District's fiscal year, which begins on October 1, in which this Agreement is awarded.

D.1.2 The District may terminate this Agreement in accordance with sections 8 and 27 of the Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as "Standard Contract Provisions", if the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

D.2 Agreement Not a Commitment of Funds or Commitment to Purchase

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

D.3 Option to Extend Term of the Agreement

D.3.1 The District Government may extend the term of this Human Care Agreement for a period of four (4) one (1) year option periods, or multiple successive fractions thereof, by written notice to the Provider prior to the expiration of the Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirement by providing a written notice to the Contracting Officer.

D.3.3 The extended human care agreement shall be considered to include this option provision if the District exercises an option.

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.4 Option to Extend Services

Notwithstanding Section D.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Contractor at least thirty (30) days before the Agreement expires.

SECTION E

HUMAN CARE SERVICE ADMINISTRATION

E.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

E.1.1 Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing a human care agreement or contract, and all other documents relating to the human care agreement. All correspondence to the Contracting Officer shall be forwarded to:

Ms. Janice Parker Watson
Department on Disability Services
Office of Contracts and Procurement
Chief Procurement Officer
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1716
Facsimile Number: (202) 730-1514
E-Mail: Janice.Watson@dc.gov

E.1.2 Contact Persons. The Alternate Contracting Officer (CO) is:

Ms. Marsha Robinson
Department on Disability Services
Office of Contracts and Procurement
1125 – 15th Street NW, 4th Floor
Washington, DC 20005-2720
Telephone Number: (202) 730-1628
Facsimile Number: (202) 730-1514
E-Mail: Marsha.Robinson@dc.gov

E.1.3 Contract Administrator

After award, a Contract Administrator will be assigned in the Office of Contracts and Procurement. The Contract Administrator will be the primary point of contact for task orders and post-award responsibilities not delegated to the Contracting Officer's Technical Representative.

E.2 CONTRACTING OFFICER'S TECHNICAL REPRESENTATIVE

E.2.1 The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement.

E.2.2 In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Agreement, including approval of invoices. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement. The COTR will be assigned at time of award of the human care agreement.

E.3 ORDERING AND PAYMENT

E.3.1 The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.

E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.

E.3.3 If mailed, a purchase order or task order shall be considered "issued" by the District when deposited in the mail. Orders may be transmitted electronically.

E.3.4 The Provider shall forward or submit all monthly invoices for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in the purchase order/task order, the **Provider/Contractor shall submit original invoices, no later than the 5th business day of the month after services are delivered, to:**

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

E.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- E.3.5.1** Provider name and address; name of individuals; location of individuals;
- E.3.5.2** Invoice date, number and the total amount due;
- E.3.5.3** Period or date of service;
- E.3.5.4** Description of service;
- E.3.5.5** Quantity of services provided or performed to include service, and the frequency and duration of each service;
- E.3.5.6** Contract Line Item Number (CLIN), as applicable to each purchase order or task order;

- E.3.5.7** Purchase Order or Task Order Number;
- E.3.5.8** Human Care Agreement Number;
- E.3.5.9** Federal tax identification number;
- E.3.5.10** Any other supporting documentation or information, as required; and
- E.3.5.11** Name, title, telephone no., and signature of the preparer.

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

SECTION F

AGREEMENT CLAUSES

F.1 STANDARD CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” are 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 Provider 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 Human Care Agreement, the Provider agrees and acknowledges its obligation to be bound by the provisions of the following laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws:

F.2.1 D.C. Law 2-137, “the Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978,” D.C. Official Code § 7-1301.02 *et seq.* (2008 Repl.).

F.2.2 In the *Evans* class action, Civil Action No. 76-0293, the parties negotiated and entered into consent orders in 1978, 1981, and 1983; there was a court-ordered plan in 1996; the parties negotiated and filed with the Court the “2001 Plan for Compliance and Conclusion of *Evans v. Williams*” (“2001 Plan”); and the parties entered into court-ordered 90-day plans in both 2005 and 2007. The *Evans* parties agreed to the “2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Williams*,” entered as an order by U.S. District Judge Ellen S. Huvelle on August 10, 2010, which requirements shall be applicable to all supports and services provided to *Evans* class members under this Human Care Agreement. The 2010 Revision synthesizes the various court orders into nine sets of outcome criteria for determining compliance aligned with the remaining five goals and underlying court orders.

F.2.3 D.C. Law 17-249, the “Health-Care Decisions for Persons with Developmental Disabilities Amendment Act of 2008,” 55 D.C. Reg. 9206 (August 29, 2008).

F.2.4 The applicable portions of Chapter 9 and 19 of Title 29 DCMR, Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities, and of Chapter 35 of Title 22 DCMR, Group Homes for Persons with Intellectual Disabilities.

F.4 MODIFICATIONS AND AMENDMENTS

This Agreement constitutes the entire Agreement between the parties. 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 modifications or changes in the Agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may unilaterally make clerical or administrative changes, by written modification of the Agreement.

F.5 TAX COMPLIANCE CERTIFICATION

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

F.6 SUBCONTRACTS

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

F.7 PROVIDER RESPONSIBILITY

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

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

I.8 INSURANCE (March 2010):

A. GENERAL REQUIREMENTS. The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. 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 that have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
2. 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 this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. 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.

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.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.

The Contractor shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this contract.

6. Crime Insurance (3rd Party Indemnity). The Contractor shall provide a 3rd Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests may appear.
7. Sexual/Physical Abuse & Molestation. The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

- B. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.
- C. **LIABILITY.** These are the required minimum insurance requirements established by the District of Columbia. **HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.**
- D. **CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

- E. 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.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.
- G. CERTIFICATES OF INSURANCE. The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Janice Parker Watson
Chief Procurement Officer
Department on Disability Services
1125 15th Street NW, 4th Floor
Washington, DC 20005-2720
202-730-1716/Janice.Watson@dc.gov

F.9 DEPARTMENT OF LABOR WAGE DETERMINATION

Unless the Living Wage Act of 2006 requires a higher wage, the Provider shall be bound by the U.S. Department of Labor Wage Determination 2005-2103, Revision No. 11, dated June 13, 2011 and subsequent revisions issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Attachment F.13.6. The applicable U.S. Department of Labor Wage Determination for the regions in which the contract services are provided shall bind providers located in regions not bound by the above stated Wage Determination.

F.10 HIPAA PRIVACY AND SECURITY COMPLIANCE (January 2010)

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 provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.
- 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:
- a. in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - b. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - c. 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;

- a. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- b. 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
- c. That identifies the individual; or
- d. 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, 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 C.F.R. 164.526 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, 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.
- 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.
- 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.
- 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 Contract, provided that such use or disclosure would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

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:

- a. Name of the Business Associate of the Covered Entity;
- b. Title of the Report/File;
- c. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- d. Description of the basic content of the Report/File;
- e. Format of the Report/File (Electronic or Paper);
- f. Physical location of Report/File;
- g. 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
- h. 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 contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it

is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.

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.10.9.3. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

F.10.9.4. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or

F.10.9.5. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

F.10.9.6. *Effect of Termination.*

- i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.
- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

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 March 2007, shall survive termination of the Contract.
- 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 Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.
- 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 Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- F.10.10.8.** *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- 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 Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the

Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.

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

If to the Covered Entity, to

Name and Address
on Page 1

**Department on Disability Services
Developmental Disabilities
Administration**

Attention:

Fax: _____

**1125 15th Street NW, 8th floor
Washington, DC 20005-2726
Attention: Deputy Director
Fax: 202-730-1843**

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

F.10.11 **HIPAA Security Compliance**

F.10.11.1 Definition:

- a. Electronic Protected Health Information means “Protected Health Information” in electronic form as defined in 45 CFR Part 160, Section §160.103.

F.10.11.2 **Obligations of Business Associate:**

- a. As required by the HIPAA Security Rule, 45 CFR Part 164-502(g), Business Associate Contract Standards 164.308(b)(1) and 164.314(a)(1), the Business Associate agrees to:
 - (1) Implement administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the electronic protected health information that it creates, receives, maintains, or transmits on behalf of the Covered Entity;
 - (2) Ensure that any agent, including a subcontractor, to whom it provides such information, agrees to implement reasonable and appropriate safeguards to protect it;
 - (3) Report to the Covered Entity any security incident of which it becomes aware; and
 - (4) Authorize termination of the contract by the Covered Entity, if the Covered Entity determines that the Business Associate has violated a material term of the contract.

F.11 ACCESS TO RECORDS

- F.11.1** The Provider shall retain copies of all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of five (5) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five (5) years, the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.
- F.11.2** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- F.11.3** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, in which kept, at all reasonable times for as long as records are retained.

F.12 WAY TO WORK AMENDMENT ACT OF 2006 (LIVING WAGE ACT)

- F.12.1** Except as described in F.12.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.12.2** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the Office of Contracting and Procurement (OCP) website at www.ocp.dc.gov (\$12.50 per hour effective January 2010).
- F.12.3** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- F.12.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- F.12.5** The Contractor shall provide a copy of the Fact Sheet available at www.dds.dc.gov to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice also available at www.dds.dc.gov in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F.12.6** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.
- F.12.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

F.12.8 The requirements of the Living Wage Act of 2006 do not apply to:

- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
- (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the DC Department of Health Care Finance to provide health services.

F.12.9 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

F.13 EQUAL EMPLOYMENT OPPORTUNITY

The contractor shall maintain compliance with Equal Employment Opportunity requirements established in accordance with the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein at Section F.16.2. An award cannot be made to any offeror or applicant who has not satisfied the equal employment requirements.

F.14 CONTRACTS OR AGREEMENTS IN EXCESS OF ONE MILLION DOLLARS

Any contract or agreement in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the Contracting Officer.

F.15 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.15.1. The Human Care Agreement;
- F.15.2. The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007;
- F.15.3. The Attachments as specified and listed in Section F.16;
- F.15.4. The Task Order or Purchase Order.

F.16 ATTACHMENTS

F.16.1 The following attachments, available at www.dds.dc.gov, under *Business Opportunities* are incorporated by reference into this Agreement. Attachments in **bold** must be completed and submitted with the application.

- a. **Human Care Agreement Contractor Qualifications Record, DDS Form 1900, (completed and executed) which is incorporated into this Human Care Agreement**
- b. U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 11, dated June 13, 2011.

F.16.2 Incorporated Attachments

The following standard Solicitation attachments, available at <http://ocp.dc.gov/DC/OCP/Vendor+Support+Center/Solicitation+Attachments> . are incorporated by reference into this Agreement. Attachments in **bold** must be completed and submitted with the application.

- a. Government of the District of Columbia Standard Contract Provisions for Use with Supply and Service Contracts, dated March 2007
- b. **Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985**
- c. **First Source Employment Agreement**
- d. **Tax Certification Affidavit**
- e. **Bidder/Offeror Certifications**
- f. 2010 Living Wage Notice
- g. 2010 Living Wage Act Fact Sheet

F.16.3 The **DDS/DDA Provider Training Policies and Procedures, published on the DDS website at <https://sites.google.com/a/dc.gov/dds-documents/dda-provider-training> are incorporated by reference to this Solicitation, Application and resulting Agreement.**

SECTION G

INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS

G.1 CONTRACT AWARD

G.1.1 Award in the Best Interest of the District

The District intends to award one or more 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 provider'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 Provider's best terms from a standpoint of cost or price, technical and other factors.

G.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

G.2.1 One original and two (2) copies of the written application 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 **required 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-0005** for Human Care Agreement for Service Coordination Services." Prospective Providers may submit applications along with the completed Human Care Agreement Contractor Qualifications Record (CQR), to DDS through **2:00 p.m. on September 28, 2012.**

G.2.2 Providers shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program services delivery. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Provider must contain sufficient detail to provide a clear and concise representation of the provider's capability to provide the requirements as set forth in Section C. In addition, the application shall include, the following:

- a. Audited financial statements for the two most recently completed fiscal years, dated within the most recent 12 months prior to application. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in the audit of commercial financial statements.

- b. Criminal background checks for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions. In this instance, administrative functions specifically refer to those individuals that will interface with DDS and conduct business regarding the provider's organization in the name of the organization.
- c. Resumes of work experience and personal references.
- d. At least three (3) references or letters of support. References must include government or private organizations that referred individual(s) to whom services have been provided, or the legal guardian of individual(s) to whom services have been provided.

G.3 SIGNING OF HUMAN CARE AGREEMENT

The Provider 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 prospective Provider.

G.5 ACKNOWLEDGMENT OF AMENDMENTS

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

WD 05-2103 (Rev.-11) was first posted on www.wdol.gov on 06/17/2011

REGISTER OF WAGE DETERMINATIONS UNDER THE SERVICE CONTRACT ACT		U.S. DEPARTMENT OF LABOR EMPLOYMENT STANDARDS ADMINISTRATION
By direction of the Secretary of Labor		WAGE AND HOUR DIVISION WASHINGTON D.C. 20210
		Wage Determination No.: 2005-2103
Diane C. Koplewski Division of		Revision No.: 11
Director Wage Determinations		Date Of Revision: 06/13/2011

States: District of Columbia, Maryland, Virginia

Area: District of Columbia Statewide
 Maryland Counties of Calvert, Charles, Frederick, Montgomery, Prince
 George's, St Mary's
 Virginia Counties of Alexandria, Arlington, Fairfax, Falls Church, Fauquier,
 King George, Loudoun, Prince William, Stafford

Fringe Benefits Required Follow the Occupational Listing

OCCUPATION CODE - TITLE	FOOTNOTE	RATE
01000 - Administrative Support And Clerical Occupations		
01011 - Accounting Clerk I		15.08
01012 - Accounting Clerk II		16.92
01013 - Accounting Clerk III		22.30
01020 - Administrative Assistant		31.41
01040 - Court Reporter		21.84
01051 - Data Entry Operator I		14.38
01052 - Data Entry Operator II		15.69
01060 - Dispatcher, Motor Vehicle		17.87
01070 - Document Preparation Clerk		14.21
01090 - Duplicating Machine Operator		14.21
01111 - General Clerk I		14.88
01112 - General Clerk II		16.24
01113 - General Clerk III		18.74
01120 - Housing Referral Assistant		25.29
01141 - Messenger Courier		13.62
01191 - Order Clerk I		15.12
01192 - Order Clerk II		16.50
01261 - Personnel Assistant (Employment) I		18.15
01262 - Personnel Assistant (Employment) II		20.32
01263 - Personnel Assistant (Employment) III		22.65
01270 - Production Control Clerk		22.03
01280 - Receptionist		14.43
01290 - Rental Clerk		16.55
01300 - Scheduler, Maintenance		18.07
01311 - Secretary I		18.07
01312 - Secretary II		20.18
01313 - Secretary III		25.29
01320 - Service Order Dispatcher		16.98
01410 - Supply Technician		28.55
01420 - Survey Worker		20.03
01531 - Travel Clerk I		13.29
01532 - Travel Clerk II		14.36
01533 - Travel Clerk III		15.49
01611 - Word Processor I		15.63
01612 - Word Processor II		17.67
01613 - Word Processor III		19.95
05000 - Automotive Service Occupations		

05005 - Automobile Body Repairer, Fiberglass	25.26
05010 - Automotive Electrician	23.51
05040 - Automotive Glass Installer	22.15
05070 - Automotive Worker	22.15
05110 - Mobile Equipment Servicer	19.04
05130 - Motor Equipment Metal Mechanic	24.78
05160 - Motor Equipment Metal Worker	22.15
05190 - Motor Vehicle Mechanic	24.78
05220 - Motor Vehicle Mechanic Helper	18.49
05250 - Motor Vehicle Upholstery Worker	21.63
05280 - Motor Vehicle Wrecker	22.15
05310 - Painter, Automotive	23.51
05340 - Radiator Repair Specialist	22.15
05370 - Tire Repairer	14.44
05400 - Transmission Repair Specialist	24.78
07000 - Food Preparation And Service Occupations	
07010 - Baker	13.85
07041 - Cook I	12.55
07042 - Cook II	14.60
07070 - Dishwasher	10.11
07130 - Food Service Worker	10.66
07210 - Meat Cutter	18.08
07260 - Waiter/Waitress	9.70
09000 - Furniture Maintenance And Repair Occupations	
09010 - Electrostatic Spray Painter	19.86
09040 - Furniture Handler	14.06
09080 - Furniture Refinisher	20.23
09090 - Furniture Refinisher Helper	15.52
09110 - Furniture Repairer, Minor	17.94
09130 - Upholsterer	19.86
11000 - General Services And Support Occupations	
11030 - Cleaner, Vehicles	10.54
11060 - Elevator Operator	10.54
11090 - Gardener	17.52
11122 - Housekeeping Aide	11.83
11150 - Janitor	11.83
11210 - Laborer, Grounds Maintenance	13.07
11240 - Maid or Houseman	11.26
11260 - Pruner	11.58
11270 - Tractor Operator	16.04
11330 - Trail Maintenance Worker	13.07
11360 - Window Cleaner	12.85
12000 - Health Occupations	
12010 - Ambulance Driver	20.41
12011 - Breath Alcohol Technician	20.27
12012 - Certified Occupational Therapist Assistant	23.11
12015 - Certified Physical Therapist Assistant	21.43
12020 - Dental Assistant	17.18
12025 - Dental Hygienist	44.75
12030 - EKG Technician	27.67
12035 - Electroneurodiagnostic Technologist	27.67
12040 - Emergency Medical Technician	20.41
12071 - Licensed Practical Nurse I	19.07
12072 - Licensed Practical Nurse II	21.35
12073 - Licensed Practical Nurse III	24.13
12100 - Medical Assistant	15.01
12130 - Medical Laboratory Technician	18.04
12160 - Medical Record Clerk	17.42
12190 - Medical Record Technician	19.50
12195 - Medical Transcriptionist	18.77
12210 - Nuclear Medicine Technologist	37.60

12221 - Nursing Assistant I	10.80
12222 - Nursing Assistant II	12.14
12223 - Nursing Assistant III	13.98
12224 - Nursing Assistant IV	15.69
12235 - Optical Dispenser	20.17
12236 - Optical Technician	15.80
12250 - Pharmacy Technician	18.12
12280 - Phlebotomist	15.69
12305 - Radiologic Technologist	31.11
12311 - Registered Nurse I	27.64
12312 - Registered Nurse II	33.44
12313 - Registered Nurse II, Specialist	33.44
12314 - Registered Nurse III	40.13
12315 - Registered Nurse III, Anesthetist	40.13
12316 - Registered Nurse IV	48.10
12317 - Scheduler (Drug and Alcohol Testing)	21.73
13000 - Information And Arts Occupations	
13011 - Exhibits Specialist I	19.86
13012 - Exhibits Specialist II	24.61
13013 - Exhibits Specialist III	30.09
13041 - Illustrator I	20.48
13042 - Illustrator II	25.38
13043 - Illustrator III	31.03
13047 - Librarian	33.88
13050 - Library Aide/Clerk	14.21
13054 - Library Information Technology Systems Administrator	30.60
13058 - Library Technician	19.89
13061 - Media Specialist I	18.73
13062 - Media Specialist II	20.95
13063 - Media Specialist III	23.36
13071 - Photographer I	16.65
13072 - Photographer II	18.90
13073 - Photographer III	23.67
13074 - Photographer IV	28.65
13075 - Photographer V	33.76
13110 - Video Teleconference Technician	20.39
14000 - Information Technology Occupations	
14041 - Computer Operator I	18.92
14042 - Computer Operator II	21.18
14043 - Computer Operator III	23.60
14044 - Computer Operator IV	26.22
14045 - Computer Operator V	29.05
14071 - Computer Programmer I	(see 1) 26.36
14072 - Computer Programmer II	(see 1)
14073 - Computer Programmer III	(see 1)
14074 - Computer Programmer IV	(see 1)
14101 - Computer Systems Analyst I	(see 1)
14102 - Computer Systems Analyst II	(see 1)
14103 - Computer Systems Analyst III	(see 1)
14150 - Peripheral Equipment Operator	18.92
14160 - Personal Computer Support Technician	26.22
15000 - Instructional Occupations	
15010 - Aircrew Training Devices Instructor (Non-Rated)	36.47
15020 - Aircrew Training Devices Instructor (Rated)	44.06
15030 - Air Crew Training Devices Instructor (Pilot)	52.81
15050 - Computer Based Training Specialist / Instructor	36.47
15060 - Educational Technologist	35.31
15070 - Flight Instructor (Pilot)	52.81
15080 - Graphic Artist	26.80
15090 - Technical Instructor	25.08

15095 - Technical Instructor/Course Developer	30.67
15110 - Test Proctor	20.20
15120 - Tutor	20.20
16000 - Laundry, Dry-Cleaning, Pressing And Related Occupations	
16010 - Assembler	9.88
16030 - Counter Attendant	9.88
16040 - Dry Cleaner	12.94
16070 - Finisher, Flatwork, Machine	9.88
16090 - Presser, Hand	9.88
16110 - Presser, Machine, Drycleaning	9.88
16130 - Presser, Machine, Shirts	9.88
16160 - Presser, Machine, Wearing Apparel, Laundry	9.88
16190 - Sewing Machine Operator	13.78
16220 - Tailor	14.66
16250 - Washer, Machine	10.88
19000 - Machine Tool Operation And Repair Occupations	
19010 - Machine-Tool Operator (Tool Room)	21.14
19040 - Tool And Die Maker	23.38
21000 - Materials Handling And Packing Occupations	
21020 - Forklift Operator	18.02
21030 - Material Coordinator	22.03
21040 - Material Expediter	22.03
21050 - Material Handling Laborer	13.83
21071 - Order Filler	15.09
21080 - Production Line Worker (Food Processing)	18.02
21110 - Shipping Packer	15.09
21130 - Shipping/Receiving Clerk	15.09
21140 - Store Worker I	11.72
21150 - Stock Clerk	16.86
21210 - Tools And Parts Attendant	18.02
21410 - Warehouse Specialist	18.02
23000 - Mechanics And Maintenance And Repair Occupations	
23010 - Aerospace Structural Welder	27.21
23021 - Aircraft Mechanic I	25.83
23022 - Aircraft Mechanic II	27.21
23023 - Aircraft Mechanic III	28.53
23040 - Aircraft Mechanic Helper	17.54
23050 - Aircraft, Painter	24.73
23060 - Aircraft Servicer	19.76
23080 - Aircraft Worker	21.01
23110 - Appliance Mechanic	21.75
23120 - Bicycle Repairer	14.43
23125 - Cable Splicer	26.02
23130 - Carpenter, Maintenance	21.40
23140 - Carpet Layer	20.49
23160 - Electrician, Maintenance	27.98
23181 - Electronics Technician Maintenance I	24.94
23182 - Electronics Technician Maintenance II	26.47
23183 - Electronics Technician Maintenance III	27.89
23260 - Fabric Worker	19.13
23290 - Fire Alarm System Mechanic	22.91
23310 - Fire Extinguisher Repairer	17.62
23311 - Fuel Distribution System Mechanic	22.81
23312 - Fuel Distribution System Operator	19.38
23370 - General Maintenance Worker	21.43
23380 - Ground Support Equipment Mechanic	25.83
23381 - Ground Support Equipment Servicer	19.76
23382 - Ground Support Equipment Worker	21.01
23391 - Gunsmith I	17.62
23392 - Gunsmith II	20.49
23393 - Gunsmith III	22.91

23410 - Heating, Ventilation And Air-Conditioning Mechanic	23.89
23411 - Heating, Ventilation And Air Contditioning Mechanic (Research Facility)	25.17
23430 - Heavy Equipment Mechanic	22.91
23440 - Heavy Equipment Operator	22.91
23460 - Instrument Mechanic	22.59
23465 - Laboratory/Shelter Mechanic	21.75
23470 - Laborer	14.98
23510 - Locksmith	21.90
23530 - Machinery Maintenance Mechanic	23.12
23550 - Machinist, Maintenance	22.91
23580 - Maintenance Trades Helper	18.27
23591 - Metrology Technician I	22.59
23592 - Metrology Technician II	23.80
23593 - Metrology Technician III	24.96
23640 - Millwright	28.19
23710 - Office Appliance Repairer	22.96
23760 - Painter, Maintenance	21.75
23790 - Pipefitter, Maintenance	24.63
23810 - Plumber, Maintenance	22.29
23820 - Pneudraulic Systems Mechanic	22.91
23850 - Rigger	22.91
23870 - Scale Mechanic	20.49
23890 - Sheet-Metal Worker, Maintenance	22.91
23910 - Small Engine Mechanic	20.49
23931 - Telecommunications Mechanic I	29.95
23932 - Telecommunications Mechanic II	31.55
23950 - Telephone Lineman	27.41
23960 - Welder, Combination, Maintenance	22.91
23965 - Well Driller	22.91
23970 - Woodcraft Worker	22.91
23980 - Woodworker	17.62
24000 - Personal Needs Occupations	
24570 - Child Care Attendant	12.79
24580 - Child Care Center Clerk	17.77
24610 - Chore Aide	10.57
24620 - Family Readiness And Support Services Coordinator	16.90
24630 - Homemaker	18.43
25000 - Plant And System Operations Occupations	
25010 - Boiler Tender	27.30
25040 - Sewage Plant Operator	20.84
25070 - Stationary Engineer	27.30
25190 - Ventilation Equipment Tender	19.49
25210 - Water Treatment Plant Operator	20.84
27000 - Protective Service Occupations	
27004 - Alarm Monitor	20.57
27007 - Baggage Inspector	12.71
27008 - Corrections Officer	22.80
27010 - Court Security Officer	24.72
27030 - Detection Dog Handler	20.57
27040 - Detention Officer	22.80
27070 - Firefighter	24.63
27101 - Guard I	12.71
27102 - Guard II	20.57
27131 - Police Officer I	26.52
27132 - Police Officer II	29.67
28000 - Recreation Occupations	
28041 - Carnival Equipment Operator	13.59
28042 - Carnival Equipment Repairer	14.63

28043 - Carnival Equipment Worker	9.24
28210 - Gate Attendant/Gate Tender	13.01
28310 - Lifeguard	11.59
28350 - Park Attendant (Aide)	14.56
28510 - Recreation Aide/Health Facility Attendant	10.62
28515 - Recreation Specialist	18.04
28630 - Sports Official	11.59
28690 - Swimming Pool Operator	18.21
29000 - Stevedoring/Longshoremen Occupational Services	
29010 - Blocker And Bracer	23.13
29020 - Hatch Tender	23.13
29030 - Line Handler	23.13
29041 - Stevedore I	21.31
29042 - Stevedore II	24.24
30000 - Technical Occupations	
30010 - Air Traffic Control Specialist, Center (HFO) (see 2)	39.92
30011 - Air Traffic Control Specialist, Station (HFO) (see 2)	26.84
30012 - Air Traffic Control Specialist, Terminal (HFO) (see 2)	29.56
30021 - Archeological Technician I	20.19
30022 - Archeological Technician II	22.60
30023 - Archeological Technician III	27.98
30030 - Cartographic Technician	27.98
30040 - Civil Engineering Technician	26.41
30061 - Drafter/CAD Operator I	20.19
30062 - Drafter/CAD Operator II	22.60
30063 - Drafter/CAD Operator III	25.19
30064 - Drafter/CAD Operator IV	31.00
30081 - Engineering Technician I	22.92
30082 - Engineering Technician II	25.72
30083 - Engineering Technician III	28.79
30084 - Engineering Technician IV	35.64
30085 - Engineering Technician V	43.61
30086 - Engineering Technician VI	52.76
30090 - Environmental Technician	27.41
30210 - Laboratory Technician	23.38
30240 - Mathematical Technician	28.94
30361 - Paralegal/Legal Assistant I	21.36
30362 - Paralegal/Legal Assistant II	26.47
30363 - Paralegal/Legal Assistant III	32.36
30364 - Paralegal/Legal Assistant IV	39.16
30390 - Photo-Optics Technician	27.98
30461 - Technical Writer I	21.93
30462 - Technical Writer II	26.84
30463 - Technical Writer III	32.47
30491 - Unexploded Ordnance (UXO) Technician I	24.74
30492 - Unexploded Ordnance (UXO) Technician II	29.93
30493 - Unexploded Ordnance (UXO) Technician III	35.88
30494 - Unexploded (UXO) Safety Escort	24.74
30495 - Unexploded (UXO) Sweep Personnel	24.74
30620 - Weather Observer, Combined Upper Air Or Surface Programs	(see 2) 25.19
30621 - Weather Observer, Senior	(see 2) 27.98
31000 - Transportation/Mobile Equipment Operation Occupations	
31020 - Bus Aide	14.32
31030 - Bus Driver	20.85
31043 - Driver Courier	13.98
31260 - Parking and Lot Attendant	10.07
31290 - Shuttle Bus Driver	15.66
31310 - Taxi Driver	13.98
31361 - Truckdriver, Light	15.66
31362 - Truckdriver, Medium	17.90

31363 - Truckdriver, Heavy	19.18
31364 - Truckdriver, Tractor-Trailer	19.18
99000 - Miscellaneous Occupations	
99030 - Cashier	10.03
99050 - Desk Clerk	11.58
99095 - Embalmer	23.05
99251 - Laboratory Animal Caretaker I	11.30
99252 - Laboratory Animal Caretaker II	12.35
99310 - Mortician	31.73
99410 - Pest Controller	17.69
99510 - Photofinishing Worker	13.20
99710 - Recycling Laborer	18.50
99711 - Recycling Specialist	22.71
99730 - Refuse Collector	16.40
99810 - Sales Clerk	12.09
99820 - School Crossing Guard	13.43
99830 - Survey Party Chief	21.94
99831 - Surveying Aide	13.63
99832 - Surveying Technician	20.85
99840 - Vending Machine Attendant	14.43
99841 - Vending Machine Repairer	18.73
99842 - Vending Machine Repairer Helper	14.43

ALL OCCUPATIONS LISTED ABOVE RECEIVE THE FOLLOWING BENEFITS:

HEALTH & WELFARE: \$3.59 per hour or \$143.60 per week or \$622.27 per month

VACATION: 2 weeks paid vacation after 1 year of service with a contractor or successor; 3 weeks after 5 years, and 4 weeks after 15 years. Length of service includes the whole span of continuous service with the present contractor or successor, wherever employed, and with the predecessor contractors in the performance of similar work at the same Federal facility. (Reg. 29 CFR 4.173)

HOLIDAYS: A minimum of ten paid holidays per year, New Year's Day, Martin Luther King Jr's Birthday, Washington's Birthday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans' Day, Thanksgiving Day, and Christmas Day. (A contractor may substitute for any of the named holidays another day off with pay in accordance with a plan communicated to the employees involved.) (See 29 CFR 4174)

THE OCCUPATIONS WHICH HAVE NUMBERED FOOTNOTES IN PARENTHESES RECEIVE THE FOLLOWING:

1) COMPUTER EMPLOYEES: Under the SCA at section 8(b), this wage determination does not apply to any employee who individually qualifies as a bona fide executive, administrative, or professional employee as defined in 29 C.F.R. Part 541. Because most Computer System Analysts and Computer Programmers who are compensated at a rate not less than \$27.63 (or on a salary or fee basis at a rate not less than \$455 per week) an hour would likely qualify as exempt computer professionals, (29 C.F.R. 541.400) wage rates may not be listed on this wage determination for all occupations within those job families. In addition, because this wage determination may not list a wage rate for some or all occupations within those job families if the survey data indicates that the prevailing wage rate for the occupation equals or exceeds \$27.63 per hour conformances may be necessary for certain nonexempt employees. For example, if an individual employee is nonexempt but nevertheless performs duties within the scope of one of the Computer Systems Analyst or Computer Programmer

occupations for which this wage determination does not specify an SCA wage rate, then the wage rate for that employee must be conformed in accordance with the conformance procedures described in the conformance note included on this wage determination.

Additionally, because job titles vary widely and change quickly in the computer industry, job titles are not determinative of the application of the computer professional exemption. Therefore, the exemption applies only to computer employees who satisfy the compensation requirements and whose primary duty consists of:

(1) The application of systems analysis techniques and procedures, including consulting with users, to determine hardware, software or system functional specifications;

(2) The design, development, documentation, analysis, creation, testing or modification of computer systems or programs, including prototypes, based on and related to user or system design specifications;

(3) The design, documentation, testing, creation or modification of computer programs related to machine operating systems; or

(4) A combination of the aforementioned duties, the performance of which requires the same level of skills. (29 C.F.R. 541.400).

2) AIR TRAFFIC CONTROLLERS AND WEATHER OBSERVERS - NIGHT PAY & SUNDAY PAY: If you work at night as part of a regular tour of duty, you will earn a night differential and receive an additional 10% of basic pay for any hours worked between 6pm and 6am. If you are a full-time employed (40 hours a week) and Sunday is part of your regularly scheduled workweek, you are paid at your rate of basic pay plus a Sunday premium of 25% of your basic rate for each hour of Sunday work which is not overtime (i.e. occasional work on Sunday outside the normal tour of duty is considered overtime work).

HAZARDOUS PAY DIFFERENTIAL: An 8 percent differential is applicable to employees employed in a position that represents a high degree of hazard when working with or in close proximity to ordnance, explosives, and incendiary materials. This includes work such as screening, blending, dying, mixing, and pressing of sensitive ordnance, explosives, and pyrotechnic compositions such as lead azide, black powder and photoflash powder. All dry-house activities involving propellants or explosives.

Demilitarization, modification, renovation, demolition, and maintenance operations on sensitive ordnance, explosives and incendiary materials. All operations involving regrading and cleaning of artillery ranges.

A 4 percent differential is applicable to employees employed in a position that represents a low degree of hazard when working with, or in close proximity to ordnance, (or employees possibly adjacent to) explosives and incendiary materials which involves potential injury such as laceration of hands, face, or arms of the employee engaged in the operation, irritation of the skin, minor burns and the like; minimal damage to immediate or adjacent work area or equipment being used. All operations involving, unloading, storage, and hauling of ordnance, explosive, and incendiary ordnance material other than small arms ammunition. These differentials are only applicable to work that has been specifically designated by the agency for ordnance, explosives, and incendiary material differential pay.

** UNIFORM ALLOWANCE **

If employees are required to wear uniforms in the performance of this contract (either by the terms of the Government contract, by the employer, by the state or local law, etc.), the cost of furnishing such uniforms and maintaining (by laundering or dry cleaning) such uniforms is an expense that may not be borne by an employee where such cost reduces the hourly rate below that required by the wage determination. The Department of Labor will accept payment in accordance with the following standards as compliance:

The contractor or subcontractor is required to furnish all employees with an adequate number of uniforms without cost or to reimburse employees for the actual cost of the uniforms. In addition, where uniform cleaning and maintenance is made the responsibility of the employee, all contractors and subcontractors subject to this wage determination shall (in the absence of a bona fide collective bargaining agreement providing for a different amount, or the furnishing of contrary affirmative proof as to the actual cost), reimburse all employees for such cleaning and maintenance at a rate of \$3.35 per week (or \$.67 cents per day). However, in those instances where the uniforms furnished are made of "wash and wear" materials, may be routinely washed and dried with other personal garments, and do not require any special treatment such as dry cleaning, daily washing, or commercial laundering in order to meet the cleanliness or appearance standards set by the terms of the Government contract, by the contractor, by law, or by the nature of the work, there is no requirement that employees be reimbursed for uniform maintenance costs.

The duties of employees under job titles listed are those described in the "Service Contract Act Directory of Occupations", Fifth Edition, April 2006, unless otherwise indicated. Copies of the Directory are available on the Internet. A link to the Directory may be found on the WHD home page at <http://www.dol.gov/esa/whd/> or through the Wage Determinations On-Line (WDOL) Web site at <http://wdol.gov/>.

REQUEST FOR AUTHORIZATION OF ADDITIONAL CLASSIFICATION AND WAGE RATE {Standard Form 1444 (SF 1444)}

Conformance Process:

The contracting officer shall require that any class of service employee which is not listed herein and which is to be employed under the contract (i.e., the work to be performed is not performed by any classification listed in the wage determination), be classified by the contractor so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed classes of employees shall be paid the monetary wages and furnished the fringe benefits as are determined. Such conforming process shall be initiated by the contractor prior to the performance of contract work by such unlisted class(es) of employees. The conformed classification, wage rate, and/or fringe benefits shall be retroactive to the commencement date of the contract. {See Section 4.6 (C) (vi)} When multiple wage determinations are included in a contract, a separate SF 1444 should be prepared for each wage determination to which a class(es) is to be conformed.

The process for preparing a conformance request is as follows:

- 1) When preparing the bid, the contractor identifies the need for a conformed occupation(s) and computes a proposed rate(s).
- 2) After contract award, the contractor prepares a written report listing in order proposed classification title(s), a Federal grade equivalency (FGE) for each proposed classification(s), job description(s), and rationale for proposed wage rate(s), including information regarding the agreement or disagreement of the authorized representative of the employees involved, or where there is no authorized representative, the employees themselves. This report should be submitted to the contracting officer no later than 30 days after such unlisted class(es) of employees performs any contract work.
- 3) The contracting officer reviews the proposed action and promptly submits a report of the action, together with the agency's recommendations and pertinent information including the position of the contractor and the employees, to the Wage and Hour Division, Employment Standards Administration, U.S. Department of Labor, for review. (See section 4.6(b)(2) of Regulations 29CFR Part 4).

4) Within 30 days of receipt, the Wage and Hour Division approves, modifies, or disapproves the action via transmittal to the agency contracting officer, or notifies the contracting officer that additional time will be required to process the request.

5) The contracting officer transmits the Wage and Hour decision to the contractor.

6) The contractor informs the affected employees.

Information required by the Regulations must be submitted on SF 1444 or bond paper.

When preparing a conformance request, the "Service Contract Act Directory of Occupations" (the Directory) should be used to compare job definitions to insure that duties requested are not performed by a classification already listed in the wage determination. Remember, it is not the job title, but the required tasks that determine whether a class is included in an established wage determination. Conformances may not be used to artificially split, combine, or subdivide classifications listed in the wage determination.