

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



Dear Prospective Contractor:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing residential treatment services for approximately 100 male and 25 female youth who have been adjudicated in the District of Columbia's juvenile justice system. Each youth's typical length of stay may range from 30 to 365 days with an average length of stay between six and nine months. These services are being solicited through the District of Columbia Government, Department of Youth Rehabilitation Services (DYRS). For your convenience, we will use the Human Care Agreement process to implement Human Care Agreements. It is much easier than our competitive sealed proposals process that you may have responded to in the past.

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

Three (3) copies of the following documents must be returned no later than 2:00 p.m. local time on Thursday, May 28, 2009 to:

The Office of Contracting and Procurement
441 4th St., NW Suite 703 South, Bid Counter,
Washington, DC 20001

- Human Care Agreement Contractor Qualifications Record **completed in its entirety, using N/A in areas that do not apply**, along with all applicable licenses and certifications. (Attachment 1)
- Signed Human Care Agreement
- Equal Employment Opportunity Compliance Documents
- First Source Employment Agreement
- Tax Certification Affidavit
- Under Section C.1 – Scope of Human Care Services, the Provider shall provide written justification to substantiate the requirements of Sections C.1.2 thru C.20.

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Residential Treatment Services
Human Care Agreement
DCJZ-2009-H-0008

- A detailed budget with documentation to justify its proposed rates (the Provider's proposed rates may be subject to negotiation)
- A current organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member

If you have any questions regarding this Human Care Agreement solicitation you must submit them in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than ten (10) calendar days prior to Thursday, May 28, 2009. Any substantive information given to a prospective provider will be furnished promptly to all other prospective providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding.

Thank you for your interest in this procurement.

Jean Wright

Contracting Officer

Attachments

SOLICITATION, OFFER, AND AWARD		1. Caption Residential Treatment Services		Page of Pages 1 48	
2. Contract Number	3. Solicitation Number DCJZ-2009-H-0008	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 4/28/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Human Care Supplies and Services Group 64 New York Avenue, NE, 6th Floor Washington, DC 20002			8. Address Offer to: Office of Contracting and Procurement 441-4th Street,NW, Suite 703 South "Bid Room" Washington, DC 20001		

NOTE: In sealed bid solicitations "offer" and offeror" means "bid" and "bidder"

SOLICITATION

9. Sealed offers in original and 2 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street,NW, Suite 703S, Bid Room, Washington, DC 20001 until 2:00 P..M. local time 28-May-09
Human Care Agreement Contractor Qualification Record must be completed (Hour) (Date)

CAUTION: Late Submissions, Modifications and Withdrawals: See 27 DCMR chapters 15 & 16 as applicable. All offers are subject to all terms & conditions contained in this solicitation.

10. For Information Contact	A. Name Anthony Berry		B. Telephone			C. E-mail Address anthony.berry@dc.gov
	(Area Code)	(Number)	(Ext)			
	202	671-4464				

11. Table of Contents

(X)	Section	Description	Page No.	(X)	Section	Description	Page No.
PART I - THE SCHEDULE							
X	A	Human Care Agreement signature page	1				
X	B	Supplies or Services and Price/Cost	2 to 5			LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS	
X	C	Specifications/Work Statement	6 to 27		F	List of Attachments	48
x	D	Human Care Service Delivery and performance	28				
X	E	Humanc Care Service Administration	29 to 31				
X	F	Agreement Clauses	32 to 48				

OFFER

12. In compliance with the above, the undersigned agrees, if this offer is accepted within _____ calendar days from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified herein.

13. Discount for Prompt Payment	<input type="checkbox"/> 10 Calendar days %	<input type="checkbox"/> 20 Calendar days %	<input type="checkbox"/> 30 Calendar days %	<input type="checkbox"/> _____ Calendar days %
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14. Acknowledgement of Amendments (The offeror acknowledges receipt of amendments to the SOLICITATION):	Amendment Number	Date	Amendment Number	Date

15A. Name and Address of Offeror	16. Name and Title of Person Authorized to Sign Offer/Contract		
15B. Telephone (Area Code) (Number) (Ext)	15 C. Check if remittance address is different from above - Refer to Section G	17. Signature	18. Offer Date

AWARD (TO BE COMPLETED BY GOVERNMENT)

19. Accepted as to Items Numbered	20. Amount	21. Accounting and Appropriation
22. Name of Contracting Officer (Type or Print)	23. Signature of Contracting Officer (District of Columbia)	24. Award Date



Government of the District of Columbia

Office of Contracting & Procurement



Government of the District of Columbia

HUMAN CARE AGREEMENT

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1. HUMAN CARE AGREEMENT NUMBER DCJZ-2009-H-0008		2. REQUISITION/PURCHASE REQUEST NO.	3. DATE OF AWARD
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4. ISSUED BY Office of Contracting and Procurement Human Care Supplies and Services Group 64 New York Avenue, NE, 6 th Floor Washington, DC 20002	5. ADMINISTERED BY (If other than Item No. 4): Department of Youth Rehabilitation Services 8300 Riverton Court Laurel, MD 20707 Telephone: 202-456-5000 Fax: 202-456-5283 E-Mail:
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6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code)
POINT OF CONTACT:
Telephone: Fax: E-Mail:

7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO: Office of the Controller/Agency CFO P.O. Box 54047, Room 1702 Washington, DC 20032-0247	8. DISTRICT SHALL SEND ALL PAYMENTS TO:
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-95	Residential Treatment Services	See		\$	
0002	952-95	Educational Instruction and Support Services	Attached		\$	
0003	952-95	Specialized Residential Treatment Services	Schedule B		\$	
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

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

A. SOAR SYSTEM OBLIGATION CODE:	B. Name of Financial Officer (Typed): Title:	C. Signature:	D. Date:
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11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: **Date of Award** Ending Date:

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Provider specified in Item No. 7 of this document. The Provider/Provider is required to sign and return two (2) originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document. The Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above, and as ordered under task orders issued pursuant to this Agreement. 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 consummates the final agreement of the parties.

12. FOR THE PROVIDER/PROVIDER

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer (Type or print) Name: Title:		A. Name of Contracting Officer (Type or print) Name: Title: Contracting Officer	
B. Signature of PROVIDER/PROVIDER, or representative:	C. Date:	B. Signature of CONTRACTING OFFICER:	C. Date:

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

B.1 The Government of the District of Columbia, Office of Contracting and Procurement, Department

of Youth and Rehabilitation Services, hereafter referred to as the “**District**,” is Contracting through this Human Care Agreement with _____, hereafter referred to as the “**Provider**,” for the purchase of human care services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Code, §§ 2-301.07, 2-303.02, 2-303.04, and 2-303.06).

B.1.1 The District is not committed to purchase under this Human Care Agreement any quantity of a particular service covered under this Agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the human care agreement.

B.1.2 Delivery or performance shall be made only as authorized by Task Orders issued in accordance with the Ordering Clause. The Provider shall furnish to the District Government, when and if Ordered, the services specified in B.2 Schedule.

B.1.3 There is no limit on the number of Task Orders that may be issued. The District Government may issue Task Orders requiring delivery to multiple destinations or performance at multiple locations, as specified in such Task Orders as may be issued.

B.1.4 This Human Care Agreement is based on fixed-unit rates. The Provider shall deliver services in accordance with Section C.

B.2 SCHEDULE — SERVICE / DESCRIPTION / RATE

B.2.1 Base Year Period of Performance

Agreement Line Item Number	Services Description	Service Unit	Fixed Unit Rate
0001	Residential Treatment Services, as described in Sections C.6 and C. 8	Client/Per Day	\$ _____
0002	Educational Services, as described in Section C.6.2.4.1	Client/Per Day	\$ _____
0003	Specialized Residential Treatment Services, as described in Sections C.6, C.7, and C.8	Client/Per Day	\$ _____

B.2.2 Option Year One

Agreement Line Item Number	Services Description	Unit	Fixed Unit Rate
0101	Residential Treatment Services, as described in Sections C.6 and C. 8	Client/Per Day	\$ _____
0102	Educational Services, as described in Section C.6.2.4.1	Client/Per Day	\$ _____
0103	Specialized Residential Treatment Services, as described in Sections C.6,C.7 and C.8	Client/Per Day	\$ _____

B.2.3 Option Year Two

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0201	Residential Treatment Services, as described in Sections C.6 and C. 8	Client/Per Day	\$ _____
0202	Educational Services, as described in Section C.6.2.4.1	Client/Per Day	\$ _____
0203	Specialized Residential Treatment Services, as described in Sections C.6, C.7, and C.8	Client/Per Day	\$ _____

B.2.4 Option Year Three

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0301	Residential Treatment Services, as described in Sections C.6 and C. 8	Client/Per Day	\$ _____
0302	Educational Services, as described in Section C.6.2.4.1	Client/Per Day	\$ _____
0303	Specialized Residential Treatment Services, as described in Sections C.6, C.7, and C.8	Client/Per Day	\$ _____

B.2.5

Option Year Four

Agreement Line Item Number	Services Description	Unit	Fixed Unit Price
0401	Residential Treatment Services, as described in Sections C.6 and C.8	Client/Per Day	\$ _____
0402	Educational Services, as described in Section C.6.2.4.1	Client/Per Day	\$ _____
0403	Specialized Residential Treatment Services, as described in Sections C.6, C.7and C.8	Client/Per Day	\$ _____

SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Scope of Human Care Service:

- C.1.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services in the manner specified in Section C.
- C.1.2 The Department of Youth Rehabilitation Services (DYRS) seeks multiple Providers to provide residential treatment services for approximately 100 male and 25 female youth who have been adjudicated in the District of Columbia's juvenile justice system. Each youth's typical length of stay may range from 30 to 365 days with an average length of stay between four and nine months.
- C.1.3 DYRS needs a variety of basic treatment services and specialized treatment services to address delinquency and mental health issues of youth, to include; residential treatment services for delinquent youth with a dependent child, residential sex offender treatment services for delinquent youth, residential fire setter treatment services for delinquent youth, residential substance abuse treatment services for delinquent youth, residential treatment services for developmentally delayed/ mentally challenged delinquent youth, and residential treatment services for delinquent youth with co-occurring disorders, such as substance abuse and emotional disturbance.
- C.1.4 The system of care expected to result from these human care agreements seeks to address the specific need of youth served by DYRS. The programming shall be gender specific, culturally sensitive, language appropriate, tailored to fit the strengths and needs of referred youth based upon best, promising and evidence based practices in delinquency reduction for youth. Services shall address the principles of positive youth development and the balanced and restorative justice principles of public safety, accountability, and competency development.

C.2 Background

- C.2.1 DYRS is the single District agency responsible for the delivery of services to youth involved in the juvenile justice system, who have been arrested and/or have been unsuccessful under probation status. Typically, these youth have been identified as having varying degrees of emotional, behavioral, and psychosocial problems. The youth have been court ordered into the temporary custody of DYRS as wards of the District. DYRS serves committed male and female youth between the ages of 7 and 21.
- C.2.2 DYRS provides planning, education, mental health, medical, recreational services, residential placements, and community supervision for more than 600 youth on a daily basis. DYRS also administers daily pre-trial/pre-dispositional detention, shelter care services, and home-based detention services up to 300 youth at any given time.
- C.2.3 DYRS is working to enhance its continuum of care for both detained and committed youths. The goal is to provide individualized services to court-involved youth in the least restrictive

environment while protecting the public, holding youth accountable, and strengthening families and communities.

- C.2.4 DYRS is currently operating under a consent decree. The Jerry M. Consent Decree, approved by the Court in 1986, heavily influences DYRS’ programmatic and operational objectives; including the utilization of specialized residential treatment services. The Jerry M. Consent Decree, among other things, seeks to ensure that services to youth in the District of Columbia’s juvenile justice system are provided in the least restrictive setting possible, are consistent with the need of the youth, and provide protection to the public.
- C.2.5 DYRS intends to improve service delivery to juvenile justice involved youth by contracting with Providers that have been able to meet and maintain the licensing requirements applicable to the local governing jurisdiction. Providers should demonstrate the capability to consistently provide a high quality of services programmatic, in staffing expertise, and staffing patterns in a manner that support the physical, emotional, and developmental needs of the youth.
- C.2.6 The Provider performing services under this agreement will be part of the DYRS’ continuum of residential and community-based residential programs; including behavioral health residential treatment centers, behavior modification residential treatment centers, group homes, therapeutic group homes, therapeutic family homes, multi-dimensional treatment foster care, extended family homes, and independent living.
- C.2.7 The expansion of the continuum of care expected to result in part from this agreement will seek to address the competencies and needs of youth served by DYRS in the habilitation process. Services shall address the Balanced and Restorative Justice principles of accountability, competency development, community safety, and positive youth development activities. Prescribed services and interventions must be gender specific, culturally sensitive, strength-based, language appropriate, and based upon best, promising and evidence based practice models in delinquency reduction for youth.

C.3 Applicable Documents

The following documents are incorporated in this solicitation and resulting Human Care Agreement by this reference:

Item No.	Document Type	Title	Date
1	Court Document	<p>Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants - Civil No. 1519-85 (IFP) – Synopsis, Superior Court of the District of Columbia</p> <p>Available at: Department of Youth Rehabilitation Services Committed Services Administration 450 H Street, NW Washington, D.C.</p>	7-10-86

		Telephone: 202-724-5071	
2	Court Document	<p>Jerry M., et al Plaintiffs v. District of Columbia, et al., Defendants Civil No.1519-85 (IFP) - Memorandum Order B</p> <p>Superior Court of the District of Columbia</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, D.C. Telephone: 202-724-5071</p>	5-20-88
3	DYRS Document (Policy & Procedures)	<p>Unusual Incident & After Hours Emergencies Protocol</p> <p>Available at: Division of Courts and Community Services Department of Youth Rehabilitation Services 450 H Street, NW Washington, DC 20001 Telephone: 202-724-5071</p>	12-18-06
4	D.C Law 17-9	<p>D.C. Official Code, Section 44-552 Criminal Background Checks</p> <p>Available at http://dcode.westgroup.com</p>	2007
5	Public Laws 91-230 (1970) and 105-17 (1997)	<p>Federal Individuals with Disabilities Education Act 20 USCA § 1400 <i>et seq.</i>, Subchapters I and II available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/</p>	
6	Public Law 101-336, July 26, 1990	<p>Americans with Disabilities Act 42 USCA § 12101-102; 12131-134. available at http://fedlaw.gsa.gov or http://www.law.cornell.edu/uscode/</p>	1990

C.4 **Definitions**

C.4.1. **Abscondence:** The youth is absent from an approved placement without authorization due to escape, truancy, etc.

C. 4.2 **Adjudicated:** A decision by the court that a juvenile is officially under the supervision of the Court after being found involved in a criminal or illegal act.

- C.4.3 **Agency:** Department of Youth Rehabilitation Services
- C.4.4 **Case Management:** A process whereby a plan is developed and implemented for eligible youth and their families; which efficiently utilizes juvenile justice, behavioral, physical health, education, and community resources to achieve the optimum outcome in the most cost effective manner. Case management is the process, by which DYRS provides, assesses, manages, advocates, negotiates, coordinates, contracts, reports, monitors necessary services, and resources to fulfill the treatment goals for delinquent youth and their families.
- C.4.5 **Case Manager:** The assigned DYRS social worker or after care worker who is responsible for ensuring the initial assessment of the youth his/her family's needs, the provision of services to meet those identified needs, and the ongoing monitoring of the services delivered to insure compliance with the youth's Service Plan.
- C.4.6 **Committed Youth:** Youth that have been found to be involved in an illegal or criminal act and who consequently receive a disposition by the court to be remanded to the care and custody of the District for a determinate period of time to receive rehabilitation services in the least restrictive environment.
- C.4.7 **Confidentiality:** The safeguarding of information regarding committed juveniles in accordance with all federal and District laws pertaining to confidentiality of information.
- C.4.8 **Continuum of Services/Care:** A range of services from least restrictive to highly structure or highly restrictive that addresses a range of needs of youth and provides an array of services.
- C.4.9 **Contracting Officer's Technical Representative (COTR)** - the representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Human Care Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement.
- C.4.10 **Cultural Competency:** The ability of a Provider to deliver services in a manner that effectively responds to the languages, values, and practices present in the various cultures of the youth and their families.
- C.4.11 **Culture:** The integrated pattern of human behavior that includes thoughts, communications, actions, customs, beliefs, values, institutions of a racial, ethnic, religious, or social group. Culture defines the preferred ways of meeting needs.
- C.4.12 **Detention:** A secure, transitional placement to await further court action and/or case planning.
- C.4.13 **Department of Youth Rehabilitation Services (DYRS):** The District's juvenile justice agency, responsible for providing an integrated system of care and custody and services to

youth, while involving their families and communities during their commitment to the District. The agency also provides secure detention and alternative detention services to youth in pre-adjudicated and pre-dispositional phases of court involvement.

- C.4.14 **Educational Services:** An accredited school program that provides academic instruction in regular and special education, a program with coursework required for preparation for Graduate Equivalency Diploma or a program that provides instruction on college preparatory courses.
- C.4.15 **Educational Support Services:** Individual educational assistance to youth, provided as a supplement to a youth's on-going educational programs, to help them participate in either regular or special education programs.
- C.4.16 **Habilitation Services:** the process by which a youth is assisted to acquire and maintain those life skills which enables him or her to cope more effectively with the demands of his or her own environment, 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.4.17 **Human Care Agreement (HCA):** a written agreement for the procurement of education or special education, health, human or social services pursuant to the D.C. Official Code, Section 2-303.06a, 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.
- C.4.18 **Individual Treatment Plan (ITP):** a written statement developed by a planning team comprised of Provider staff, youth, youth's family and DYRS case manager. The ITP serves as the single document that integrates all support a youth may receive irrespective of where the youth resides. The ITP presents the measurable goals and objectives identified as required for meeting the youth's needs, choices, and desired outcomes. The ITP also addresses the provision of safe, secure, and dependable support that is necessary for the youth's well-being, independence and social inclusion.
- C.4.19 **Individualized Educational Plan (IEP):** a legal requirement based on a provision in Education for All Handicapped Children Act 1975 (P.L 94-142); that each child identified with disabilities must be evaluated and a plan to meet his or her unique needs must be developed before placement in any educational program.
- C.4.20 **Least Restrictive Environment:** living or habilitation arrangement which least inhibits an individual's independence. It includes, arrangements to move an individual from more to less structured living and from larger to smaller living units.
- C.4.21 **Life Skills:** a combination of services designed to assist youth in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and vocational functioning to the fullest extent possible. The services are designed to provide an intermediate level of treatment but needing some educational/prevocational activities prior to

moving to work activities or sheltered workshop settings.

- C.4.22 **Provider:** means a consultant, vendor, Provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contractual agreement with the District of Columbia.
- C.4.23 **Qualified Personnel:** persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists, audiologists, pharmacists, patient activity specialists, psychologists, professional counselors, and social workers.
- C.4.24 **Residential Treatment:** Therapeutic intervention processes for people who cannot or do not function satisfactorily in their own homes. Such treatment typically occurs in certain environments such as private schools, medical centers, and group homes. It usually includes a variety of professionally led assistance, such as individual or group therapy, formal schooling, social skills training, recreation and fulfillment of the needs usually met in one's home.
- C.4.25 **Risk Assessment:** A tool utilized in the development of a youth's ITP, which determines detained and committed youth's level of risk.
- C.4.26 **Specialized Residential Treatment Services:** Therapeutic intervention processes for people who cannot or do not function satisfactorily in their own homes. Such treatment typically occurs in centers with populations of people sharing the same problems and/or disorders.
- C. 4.27 **Task Order:** an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order
- C.4.28 **Youth Development:** Purposefully seeking to meet youth needs and build youth competencies relevant to enabling them to become successful adults. This positive development approach views youth as resources, builds on their strengths, and capabilities to develop within their own community. Youth development programs seek to build competencies in the following areas: physical, social, cognitive, vocational and moral.

C.5 **Compliance With Service Rates**

- C.5.1 All human care services shall be provided and the District will 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 If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of in-State rates.
- C.5.3 If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit a detailed budget with documentation to justify its costs. The Provider's unregulated costs may be subject to negotiation.

C.6 **Residential Treatment Services**

C.6.1 The Provider shall provide or maintain the ability to provide a broad spectrum of developmentally sound programs and services that are certified and/or licensed to meet the diverse, unique needs of the committed and detained youth and their families.

C.6.2 The provider shall develop and provide residential treatment services, at a minimum, include the following services in support of the habilitation of each youth:

C.6.2.1 **Room and Board**

C.6.2.1.1 The Provider shall provide a facility that meets all licensing, registration, occupancy requirements, building safety, fire, health, sanitation codes, and all other required certifications as prescribed by the governing jurisdiction. The Provider shall maintain current required permits and licenses for each facility utilized in the provision of services under the Human Care Agreement.

C.6.2.1.2 The Provider's facilities shall include adequate space, as well as furnishings that are well maintained. The Provider's facilities shall meet all applicable federal, state and local regulations for the intended use throughout the duration of the Human Care Agreement.

C.6.2.1.3 All facilities offered for providing services under this Human Care Agreement shall be accessible to persons with mobility limitations, consistent with Public Law 101-336, and Americans with Disabilities Act, (Applicable Document 6).

C.6.2.1.4 The Provider shall ensure that an emergency site facility is available for the provision of services under the Human Care Agreement should the primary facility become unavailable.

C.6.2.1.5 The Provider shall provide, at no additional cost to the District, supplies and services routinely needed for maintenance and operation of the facility; including security, janitorial services, trash pick-up, laundry, and linens.

C.6.2.1.6 The Provider shall provide accommodations for meals and snacks that consist of a well-balanced diet containing an adequate amount of food and calories. The Provider shall develop and follow a written plan for nutritional services, including planning and budgeting for the youths' dietary needs, and purchasing, storing, preparing and serving the food.

C. 6.2.2 **Mental Health Services**

C.6.2.2.1 When possible Providers shall provide access to mental health services by individuals or agencies certified as Medicaid providers.

C.6.2.2.2 The Provider shall be responsible for providing access to the mental health services identified in the youth's ITP in order to meet the mental health needs

of the youth, to advance the youth's ability to function adaptively in the community and to support the youth's progress toward achieving individualized long and short-term goals.

C.6.2.2.3 The Provider shall ensure the routine provision of clinical and mental health services to be facilitated by the mental health providers including, at a minimum, the following:

C.6.2.2.3.1 Access to emergency mental health services on a 24-hour a day, 7 days per week basis;

C.6.2.2.3.2 Individual treatment, including therapy and counseling for individuals, families and groups;

C.6.2.2.4 A standardized system for collecting, recording and conveying each resident's essential mental health information consistent with the Health Insurance Portability and Accountability Act (HIPAA) requirements;

C.6.2.2.5 Consistent case running notes and planning team minutes detailing the youth's name, date, time, service provider's name and a brief summary of the intervention.

C.6.2.3 Substance Abuse Education/Prevention/Screens

C.6.2.3.1 The Provider shall provide substance abuse education and prevention services to inform youth and families of the prevalence of the relationship that exist between substance abuse, delinquent behavior, and the consequences of substance abuse to support the development of improved decision making skills.

C.6.2.3.2 The Provider shall at a minimum provide the following:

C.6.2.3.2.1 Forum for youth to address the substance abuse or addictive environments in the youth's home, and strategies to break the cycle of addiction that typically exist;

C.6.2.3.2.2 Activities for youth to increase knowledge of substance abuse

and

the potential physical and mental consequences that accompany addiction;

C.6.2.3.2.3 Opportunities for youth and family to identify and build coping and resiliency skills to prevent substance abuse, and learn to abstain when consistently faced with peer pressure;

C.6.2.3.2.4 Activities that encourage and explore the availability of and

- benefit of alternatives to the recreational use of substance abuse; and,
- C.6.2.3.2.5 Urinalysis screenings to determine if a youth has used drugs or alcohol.

C.6.2.4 Educational Instruction and Support Services

- C.6.2.4.1 The Provider shall provide access to academic instruction in a state accredited school program. The Provider shall, at a minimum, provide educational services that are:
 - C.6.2.4.1.2 Delivered based upon the youth's academic level of functioning, as indicated in assessments, school transcripts, and Individualized Educational Plans;
 - C.6.2.4.1.3 Provided by qualified and licensed educational staff;
 - C.6.2.4.1.4 Available to youth on all instructional calendar days; and
 - C.6.2.4.1.5 Commensurate with the requirements DC Public Schools graduation requirements that allow youth to earn Carnegie Units for high school course work or obtainment of a GED.
- C.6.2.4.2 The Provider shall ensure that its educational support services include, but are not limited to, interventions, activities that address academic skill enhancement, academic aspirations, and homework assistance.
- C.6.2.4.3 The Provider's educational support services shall include individualized approaches or use of non-traditional materials and methods, i.e., computers, mentors, tutors, kinesthetic activities applicable to address the youth's unique learning styles, and possible learning disabilities.
- C.6.2.4.4 The Provider's educational support services shall facilitate academic skill enhancement activities, homework assistance that provides innovative strategies, individualized attention, and contextual learning.
- C.6.2.4.5 The Provider's educational and support services shall facilitate academic aspiration related activities that offer an academically challenging programmatic content, identify requirements for admission to technical training programs, colleges, trade schools, assistance in applying for educational programs, and financial aid.
- C.6.2.4.6 The Provider shall ensure that the educational support services incorporate interventions that draw on cognitive skills, talents transferable to school or GED lessons, such as creative writing, homework sessions, leisure reading, experiential learning, technology guided learning, and educational games.
- C.6.2.5 **Vocational Awareness and Training**
- C.6.2.5.1 The Provider shall provide career exploration and employment services for youth in support of the youth's competency development and attainment of the critical goal to

obtain and maintain legitimate legal employment. The services should at a minimum establish or provide the following:

- C6.2.5.1.1 Partnerships and relationships with community organizations, and businesses that provide or are involved with employment services for youth;
- C.6.2.5.1.2 Opportunities to develop employment related knowledge, skills in areas of interest, and aptitude;
- C.6.2.5.1.3 Skill building opportunities related to preparation to obtaining employment and retaining employment; and
- C.6.2.5.1.4 Activities that encourage the exploration of vocational and career alternatives demonstrating the availability of legitimate legal employment and positive career choices.

C.6.2.6 Youth Development Services

- C.6.2.6.1 The Provider shall ensure that youth development services are delivered from an asset based approach with emphasis on building positive attitudes, behaviors, and skills that foster increased awareness of healthy, conventional standards, improved family communication, decreased involvement in risky behaviors, increased self-esteem, increased personal control, increased optimism for the future, and increased involvement in structured activities.
- C.6.2.6.2 The Provider shall ensure that youth development services include, but are not limited to social, cultural, recreational enrichment activities that foster enhancement of social competency, coping strategies, and moral conduct as follows:
 - C.6.2.6.2.1 Social Skill Development
The Provider shall provide pro-social services aimed at developing life skills of youth referred by DYRS. The Provider shall provide services that include, but are not limited to, interventions that address adolescent development, managing conflict, character development, effective communication, and community involvement.
 - C.6.2.6.2.2 Cultural Enrichment
The Provider's programmatic services shall facilitate cultural enrichment opportunities that include, but not limited to, interventions reflecting multicultural awareness, cultural pride, ethnic histories, dance, drama, music and poetry.
 - C.6.2.6.2.3 Recreational Activities
The Provider's programmatic services shall facilitate recreational activities that include, but not limited to, sports, board games, arts, and crafts that are age appropriate and representative of the youth's interests and needs.
- C.6.2.7 **Independent Living Skills**

C.6.2.7.1 The Provider shall provide services that prepare youth to become self-sufficient, to include, but not limited to providing life skills training for youth.

C.6.2.8 **Transportation Services**

C.6.2.8.1 The Provider shall provide or arrange for transportation necessary to implement each resident's ITP; including but not limited to, routine health care appointments, emergency health care, relative visitation, therapy/counseling appointments, pre-admission/ post-discharge placements, court appearances, cultural/ social outings, daily school attendance, and extracurricular activities

C.6.2.8.2 The facility shall provide vehicles for the transportation of residents and staff in their work with the residents. Such vehicles shall include all safety devices required by law.

C.6.2.9 **Medical and Health Services:**

C.6.2.9.1 The Provider shall cooperate with DYRS to meet youth's preventative, routine and emergency health needs to include the initial medical screen, comprehensive medical and dental examinations, routine medical and dental examinations, maintenance of required immunizations, vision and hearing examinations, and maintenance storage, supervision and administration of prescription medications. Medical and health services shall at a minimum, be delivered in compliance with the following:

C.6.2.9.1 Obtain emergency medical care through a local hospital;

C. 6.2.9.2 Provide the hospital with the youth's D.C. Medicaid Identification Number. Emergency medical services are billable to D.C. Medicaid.

C.6.2.9.3 Obtain pre-authorization from the youth's DYRS case manager before obtaining non-emergency medical and dental treatment.

C.6.2.9.4 Obtain medical care through DC certified Medicaid Providers for routine medical care, if the Medicaid providers are within 50 miles of the youth's placement facility.

C.6.2.9.5 Submit pre-authorized non-emergency medical or dental visit treatment Providers' invoices to DYRS for payment.

C.6.2.10 **Behavior Modification Plan**

The Provider shall develop and implement a Behavior Modification System designed to provide a systematic, positive and consistent approach for reinforcing positive behaviors, correcting problem behaviors and teaching appropriate alternative behaviors.

C.6.2.11 **Case Management Services**

- C.6.2.11.1 The Provider shall provide services in accordance with its Program Description(s), which is incorporated into this Human Care Agreement. At a minimum, the Provider shall provide the following for youth:
 - C.6.2.11.1.1 Orientation to the facility's procedures, rules, programs, and services.
 - C.6.2.11.1.2 Screening and assessments appropriate for the services to be provided.
 - C.6.2.11.1.3 Comprehensive case files for each youth including historical, background, and other relevant information received from DYRS case managers. Case files shall be maintained in a manner that is organized and representative of the youth's progress based on the youth's prescribed Individualized Treatment Plan (ITP) and updates to the ITP.
 - C.6.2.11.1.4 Classification and placement consistent with the appropriate level of supervision with programming based on historical, medical, other information obtained through screening, and assessments.
 - C. 6.2.11.1.5. An ITP identifying each youth's strengths and weaknesses, establishing short and long term treatment goals, objectives, target dates and outcomes. The ITP shall include, at a minimum, the following:
 - C.6.2.11.1.5.1 Structured programs, activities, professional services considering the strengths of the youth, and ITP treatment strategies.
 - C.6.2.11.1.5.2 Professional services necessary to meet and support the treatment objectives and strategies described in the ITP;
 - C. 6.2.11.1.6 Individualized Education Plan (IEP) updates in collaboration with the District of Columbia Public School System's Office of Special Education as applicable.
 - C.6.2.11.1.7 Monthly progress report to document youth's progress in each identified area of treatment, i.e, individual , group and family therapy, substance abuse interventions, educational services, vocational support, health/medical updates, youth development interventions, independent living skills training, behavior, unusual incidents, abscondance, and updated treatment strategies.
 - C.6.2.11.1.8 The Provider shall participate in Youth Family Team Meetings hosted by DYRS to develop and/or modify the youth's individualized service plan. The meetings are to be conducted with full participation by the youth and family members. Team consensus will determine the goals, objectives, strategies of the plan.
 - C.6.2.11.1.9 Transitional plan and services consisting of a structured plan to include,

recommendations for successful community reintegration beginning 90 days before projected release date. The plan shall include counseling, related activities geared toward the youth's returning to his home, community based setting, and home school/alternative school setting. The plan shall also address strategies to sustain treatment progress achieved during out-of-home residential placement.

C.6.2.11.1.10 Discharge package submitted to the DYRS case manager 60 days before youth's planned discharge. The discharge package shall include a report on the youth's treatment, progress, exit medical exam documentation, school transcripts including credits earned, updated, and transitional IEP. When applicable updated psychological and psychiatric assessments, with recommended after care services.

C.6.2.11.2 The Provider shall not eject any youth referred by DYRS under the age of eighteen (18) years from services or treatment unless he or she poses a danger to himself/herself or others. If a youth under the age of eighteen (18) years requires placement in another location while receiving service or treatment, the Provider shall contact DYRS orally and in writing to receive prior authorization of the relocation, except in situation requiring emergency health or mental health services. In emergency situations, the services should be obtained and notifications are to be made to DYRS by the end of the tour of duty of the staff designated to manage the emergency.

C.7 **Specialized Residential Treatment Services**

C.7.1 The provider's specialized treatment services shall meet the requirements in C.6 in addition to providing intensive services in one or more of the following categories of therapeutic service delivery:

C.7.1.2 Specialized residential treatment services for delinquent youth who are pregnant or with a dependent child(ren). The specialized, therapeutic services shall consist of , but not be limited to, pregnancy prevention training; access to routine prenatal, childbirth preparation, labor and delivery postpartum and related medical services; and parenthood training , such as infant and toddler care, child development and family life education.

C.7.1.3 Specialized residential treatment services to address sex offending and sexual predatory behaviors. The specialized, therapeutic services shall consist of, but not be limited to, victim empathy, family support and education, sex education, anger/aggression management, arousal reconditioning, overcoming past trauma and relapse prevention.

C.7.1.4 Specialized residential treatment services to address fire setting/pyromania behaviors. The specialized, therapeutic services shall address the behavioral, emotional and environmental factors that contribute to firesetting through psychosocial, educational and cognitive behavioral treatment modalities.

- C.7.1.5 Specialized residential treatment services to address substance dependency. The specialized, therapeutic services shall include, but not be limited to, best practice counseling techniques designed for substance abusing youth; substance abuse education, positive reframing; and positive structuring of time and activities. Activities include peer support groups, family services, didactic sessions and workshops, and recreation. All program elements are guided by a core set of beliefs about addiction, recovery, and improved interpersonal relationships.
- C.7.5 Specialized residential treatment services to address developmental delay and mental retardation. The specialized, therapeutic services shall include, but not be limited to, programming to address mental retardation, borderline to above average intelligence and developmental delays for youth with significant emotional and behavioral issues.
- C.7.6 Specialized residential treatment services to address co-occurring disorders, such as substance abuse and mental and emotional disturbances. The specialized, therapeutic services shall include, but not be limited to, counseling and treatment services to simultaneously address mental health and substance abuse disorders.

C.8 **Family Involvement**

- C.8.1 The Provider shall provide services that encourage and promote family involvement in the development of youth's competencies, and recognize that improved family relations typically contribute to the youth's overall development.
- C.8.2 The Provider shall employ, when appropriate, and delineate in the youth's ITP a family focused approach to care that includes the parents, family members and other significant individuals in the youth's life, such as mentors.
- C.8.3 The Provider shall at a minimum provide the following:
 - C.8.3.1 Coordination with the DYRS Case Manager to determine appropriate level of family support needed to support the competency development and skill building of the youth;
 - C.8.3.2 Inclusion of youth and family in initial and regular planning and progress review meetings, including the development of the ITP and the Discharge Meeting;
 - C.8.3.4 Basic skills in parent coaching, problem solving, and mentoring to strengthen family and parenting skills, as needed, on an individual basis; recommended aftercare support services to provide youth and families the support necessary to maintain and reinforce progress achieved;

- C.8.3.6 Opportunities for phone interaction between the youth and relatives as well as relevant others as approved by the DYRS Case Manager;

C.9 **Quality Assurance System**

- C.9.1 The Provider shall develop and implement a quality assurance system to ensure the delivery of quality, comprehensive, services by qualified well-trained staff in an environment that encourages and promotes the development of the youth.
- C.9.2 The Provider's quality assurance system shall recognize successful, effective areas of the Provider's service delivery, approach, identify areas of concern or possible deficiencies, and potential improvements to the Provider's service delivery methodology, and approach.

C.10 **Staff**

- C.10.2 The Provider's specific requirements regarding staff include the following:

C.10.2.1 The Provider shall provide qualified personnel, as established by the industry standards and local jurisdiction's certification and licensing boards, to support the treatment, and rehabilitative needs of each youth. Staff shall have the requisite qualifications to provide services to the population(s) designated by the Provider in the Human Care Agreement Provider Qualification Record (CQR), which is incorporated into the Agreement as Attachment 1.

C.10.2.2 The Provider shall have culturally sensitive and competent staff that is trained to care for a predominantly minority inner-city population. When necessary, the provider shall provide language accommodations for the youth and/or their family members.

- C.10.3 The Provider shall recruit and employ staff meeting the following minimum requirements:

C.10.3.1 **Administrator** - shall have a master's degree in social work, hospital administration or business or related area of study from an accredited college or university, significant experience in the management of juvenile justice services, supervision of personnel of staff providing juvenile justice and/or mental health services, and at least two (2) years of experience in the management or supervision of child/youth care personnel, and programs;

C.10.3.2 **Case Managers** - shall have at least a bachelor's degree in social work or related area of study from an accredited college or university, significant experience working in juvenile justice and/or mental health services, or coursework in sociology, criminal justice, psychology or related field, experience with the juvenile justice, mental health or at risk population within the last three (3) years;

C.10.3.3 **Professional Services Staff** - including psychological, psychiatric, medical, dental, nursing, social work, and education; shall have a professional degree in his or her respective field

from an accredited college or university and an appropriate valid license or certificate, or working under supervision to obtain such license or certificate, as required by law;

- C.10.3.4 Direct Care - providing monitoring, supervision, direct care shall be at least 21 years of age, and shall have a high school diploma or General Equivalency Diploma (GED);
- C.10.3.5 Food Handlers - shall have a valid Food Handler's Certificate issued by certification authority of the local jurisdiction. This staff person shall be responsible for implementing the nutritional service plan inclusive of 3 regularly scheduled meals per day and snacks; maintaining a 30 day calendar of meals.
- C.10.3.6 Medication Administration - shall be provided by a dentist, physician, physician's assistant, registered nurse, or practical nurse that is a licensed health professional in accordance with the local jurisdiction's licensing and certification authority.
- C.10.4 The Provider shall ensure that the social services, professional services and direct care staff possess and maintain certifications in Cardio-Pulmonary Resuscitation (CPR) and First Aid. Additionally, staff members whose job responsibilities require driving or transporting of youth on behalf of the Provider shall have a valid driver's license.
- C.10.5 The Provider shall make available to the Contracting Officer's Technical Representative (COTR) for review upon request, all personnel materials, including the individual personnel file for each employee providing services under this Agreement.

C.11 **Staff Development and Training**

- C.11.1 The Provider shall develop and provide staff development, and training to the Provider's staff with the ability and opportunities to demonstrate an on-going commitment to refining skills through instructional and educational training as well as training resulting from clinical supervision.

C.12 **Staff Orientation**

- C.12.1 The Provider shall develop an orientation and in-service training curriculum that enables staff to perform services under this Agreement an orientation prior to delivering services under this Agreement.

C.13 **In-Service Training**

- C.13.1 The Provider's shall provide in-service training each year, coinciding with the period of performance of the Agreement, for the Case Management, Professional Services, and Direct Care staff performing services under the Agreement unless otherwise specified by the facility's local licensing and certification requirements.

C.14 **Staff Policies**

C.14.1 The Provider shall develop and maintain policies and procedures that address the recruitment, selection, and retention of qualified staff.

C.14.2 The Provider's staff policies shall include at a minimum, the following:

- C.14.2.1 Statement of staff policies regarding vacations, sick leave, holidays, employee benefits, and performance evaluations
- C.14.2.2 Maintenance of staff records including applications, licenses, certifications, security, medical clearances, and in-service training completed;
- C.14.2.3 Maintenance of documentation verifying and confirming satisfactory criminal background, child protection registers check, medical examination, annual tuberculosis testing, pre-employment urinalysis, drug and alcohol screening;
- C.14.2.4 Maintenance of documentation verifying and confirming professional, and personal references for new staff members;
- C. 14.2.5 Develop and provide position specific position descriptions describing at a minimum the minimum qualifications, functional responsibilities, expected contributions to the delivery of services, performance expectations, and the in-service training requirements for each position;
- C.14.2.6 Maintenance of daily staff time sheets that include date, shift, staff member's name, sign-in and sign-out times.

C.14.3 The Provider shall develop and implement policies, procedures, and plans to provide for the health, safety, and welfare of youth placed in the Provider's facility, as well as staff safety and health.

C.15 **Staff Security**

C.15.1 The Provider shall adhere to the following staff security requirements:

C.15.1.1 In accordance with DC Official Code 44-552 et seq., (Applicable Document # 4) the Provider shall conduct routine pre-employment criminal record background checks of the Provider's administrator, case management, professional services, direct care staff, and all future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone and obtained a clean/clear background check, to include a National Criminal Information Center Report and Child Protective Services Report (Abuse and Neglect). Staff shall not have any criminal convictions relative to abuse or harming children, elders, animals, or any of the other offenses enumerated in DC Official Code 44-551 et. seq. (Applicable Document # 4) or have been indicated in a Child Protective Services report.

C.15.1.2 The Provider shall provide copies of the certified criminal history records of

Provider staff to perform services under this Human Care Agreement. Any conviction or arrest of the Provider's employees shall be reported to DYRS. DYRS which shall determine the employee's suitability for performance under this Human Care Agreement and notify the Provider.

- C.15.1.3 The Provider shall conduct criminal record background checks on an annual or routine basis for all Provider staff. The Provider shall disclose to DYRS Risk Management Unit through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any criminal convictions or arrests of the Provider's employees to the risk manager, who will determine the employee's suitability for continued performance under this Human Care Agreement.

C.16 **Facility Operations**

C.16.1 The Provider shall, at a minimum, provide or maintain the following facility operations to support the delivery of treatment services for youth:

- C.16.1.1 Facility rules of conduct to provide for the general welfare, constitutional rights of youth; while recognizing, maintaining required order, and structure. The rules of conduct shall, at a minimum address the rights, responsibilities of youth, staff, including prohibited acts, rewards, sanctions, and grievance procedures. The Provider's published rules of conduct shall be available for review upon the request of the COTR.
- C.16.1.2 Policies and procedures manual(s) that, at a minimum, provide details describing program management, admissions, living, environment, case management, behavior management, food services, health services, program security, program safety, staff development, employee recruitment, selection and retention, youth transportation, and medication management. The Provider's policies and procedures manual(s) shall be available for review upon the request of the COTR.
- C.16.1.3 Provide well-balanced meals that are planned and approved by a registered dietitian, nutritionist, or physician. The meals shall be of sufficient quantity and quality to meet the need of the youth. Additionally, the Provider's food handlers/preparation staff shall meet compliance standards of the governing jurisdiction.
- C.16.1.4 Maintain an emergency plan approved by local fire officials that clearly documents emergency preparedness, which includes information about the emergency site facility described in C.16.4. The Provider's emergency preparedness plan shall be available for review upon the request of the COTR. The emergency plan shall be reviewed annually, updated as necessary, and redistributed as changes occur.

C.16.1.5 Conspicuously post an emergency plan showing the location of exits, fire extinguishers, and first aid equipment in each facility utilized for the provision of services under this Human Care Agreement.

C.16.1.6 Adhere to requirements to report all unusual or critical incidents including abscondance involving youth referred by the District; in accordance with the Agreement Between the Superior Court, Metropolitan Police Department, the Corporation Counsel, the LaShawn General Receivership on Behalf of the Child and Family Services Agency, the Department of Youth Rehabilitation Services, The Department of Youth Rehabilitation Services Youth Services Administration (Absconder Report procedures and guidelines) and, DYRS Procedures for Reporting Unusual Incidents which is incorporated into the Human Care Agreement as Attachments 5.

C.16.2 The Provider's facility shall play a critical role in the habilitation of youth and families not simply by fulfilling basic human needs such as shelter and safety. The facility shall play a broader role in the development, and habilitation of the youth. The facility shall provide a setting that through the layout, design, other amenities contributes to the habilitation of youth by supporting the delivery of programs and services in the youth's ITP.

C.17 **District Responsibilities**

DYRS will:

C.17.1 Forward to the Provider a Request for Services Referral Form with available supportive documentation; to include social, court history information, reports on psychological evaluations, medical history, Medicaid or other insurance information, family information, school information, and other pertinent data for each youth referred to the Provider.

C.17.2 Complete and submit required documents for residential placement; to include admission packets, visitation authorization forms, and Interstate Compact for the Placement of Children packets.

C.17.3 Coordinate placement of youth with designated facility, facilitate the purchase of supplies and clothing required prior to youth's placement, and arrange transportation as required.

C.17.4 Conduct periodic scheduled and unscheduled site visits for purposes of case manager contacts with youth to assess progress and assessment of quality of services delivered through quality assurance assessments, monitoring reviews, pre-placement site inspections, and discussions on performance relative to the terms and conditions of a task order.

C.17.5 Attend review court hearings, report on the youth's progress in meeting service plan goals, unusual incidents, and long term goals for the youth and the family.

C.17.6 Inspect all facilities prior to award of a Human Care Agreement or placement of youth.

C.18 **Deliverables**

C.18.1 The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedule that follows. All soft copy deliverables shall be provided on compact disc formatted in Microsoft Word and Excel as applicable.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	Initial ITP as described in C.6.2.11.1.5	1 hard copy and/or 1 soft copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name (Placement) - Youth's Name - Facility Name - Date Completed - Date submitted 	The initial ITP shall be completed and submitted within 30 days of placement
2	Updated Treatment Plans and/or Monthly Progress Reports as described in C.6.2.11.1.7	1 hard copy and/or 1 soft copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Projected Release Date 	Updated Treatment Plans and/or Monthly Progress Reports are due the 10 th day of each month.
3	Transitional Plan as described in C.6.2.11.1.9	1 hard copy and/or 1 soft copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Scheduled Release Date 	Transition Planning Report is due 90 days before the projected discharge date and should accompany the monthly progress report to the DYRS Case Manager.

4	Discharge Package as described in C.6.2.11.1.10	1 hard copy and/or 1 soft copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted - Scheduled Release Date 	The Discharge package shall be submitted 60 days before the scheduled discharge date to the DYRS Case Manager.
5	Emergency Plans as described in C.16.1.4	1 hard copy to clearly labeled with the following: <ul style="list-style-type: none"> -Deliverable Name -Facility Name -Date of Revision 	The Emergency Plan with alternative placement sites is to be submitted to the COTR 10 business days after award of a Human Care Agreement to the COTR.
6	DYRS Unusual Incident Report as described in C.16.1.6	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted 	All Unusual Incident Reports shall be submitted via email or telephone by the end of the shift in which the incident occurred and followed up with a written report to the COTR and DYRS Case Manager within 24 hours.
7	DYRS Absconder Report as described in C.16.1.6	1 hard copy clearly labeled with the following: <ul style="list-style-type: none"> - Deliverable Name - Youth's Name - Facility Name - Date Completed - Date Submitted 	All Absconder Reports shall be submitted to the COTR via email by the end of the shift in which the incident occurred with a copy forwarded to the DYRS case manager and Quality Assurance Unit.

C.19 **Eligibility**

Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.5, as amended which is incorporated into this Agreement as Attachment 1.

C.20 **Compliance with Laws**

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

SECTION D – HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

D.1 Term of Agreement

- D.1.1 The term of this Human Care Agreement shall be for a period of one (1) base year and four (4) additional option years as set forth in Section D.3.
- D.1.2 If the Provider fails to perform its obligations under this Human Care Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Human Care Agreement, the District may terminate this Human Care Agreement for default or convenience of the District upon serving written notice of termination to the Provider in accordance with sections 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement (F.16.1).
- D.1.3 The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

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

This Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by purchase order or task order pursuant to this Human Care 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 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 Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of an option is subject to the availability of funds at the time of the exercise of the option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- D.3.2 The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.
- D.3.3 If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.
- D.3.4 The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 Contracting Officer

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

Jean Wright
Contracting Officer
Office of Contracting and Procurement
Human Care Supplies and Services Group VI
64 New York Avenue, S.E., 6th Floor
Washington, D.C. 20002
Telephone Number: 202-671-4463 Facsimile Number: 202-671-4469

E.2 Contracting Officer's Technical Representative

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

TBD
Department of Youth Rehabilitation Services
Resource Management and Utilization Division
Contract Management and Compliance Unit
450 H Street, NW
Washington, D.C. 20001
Telephone Number: TBD
Facsimile Number: TBD

E.3 Contact Person

For information concerning this Human Care Agreement, contact:

Anthony Berry
Contract Specialist
Office of Contracting and Procurement
64 New York Avenue, S.E., 6th Floor
Washington, D. C. 20002

Telephone Number: (202) 671-4464
Facsimile Number: (202) 671-4469
E-Mail: anthony.berry@dc.gov

E.4 **Ordering and Payment**

- E.4.1 The Provider **shall not** provide services or treatment under this Human Care 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.4.2 The Provider shall not provide any human care services until the District makes an official youth referral and issues a task order/purchase orders to the Provider.
- E.4.3 All purchase orders or task orders issued in accordance with this Human Care 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 Human Care Agreement, the Human Care Agreement shall take precedence.
- E.4.4 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.4.5 Invoices shall be prepared in duplicate and be submitted to the agency Chief Financial Officer (CFO) with a concurrent copy to the DYRS Procurement Office.

E.4.5.1 The address of the CFO is:

Office of the Controller/Agency CFO
Department of Youth and Rehabilitation Services
8400 Riverton Court
Laurel, Maryland 20724

E.4.5.2 Invoices for Special Education Services, where applicable, shall be submitted to:

Postmarked Invoices (U.S. Mail)
District of Columbia Office of the State Superintendent of Education
Non Public Payment Program
P.O. Box 77167
Washington, D.C. 20013-8167

Hand Deliveries/Express Mail
Non Public Payment Program
Office of the Chief Financial Officer
Office of the State Superintendent of Education
441 4th Street, N. W. Suite 350 North
Washington, D. C. 20001

E.4.6 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:

- (1) Provider name and address;
- (2) Invoice date, number and the total amount due;
- (3) Youth's Name;
- (4) Date of Admission;
- (5) Date of Discharge;
- (6) Period or date of service;
- (7) Description of service;
- (8) Quantity of services provided or performed;
- (9) Contract line item number (CLIN), as applicable to each purchase order or task order;
- (10) Purchase order or task order number;
- (11) Human Care Agreement number;
- (12) Federal tax identification number (TIN)
- (13) Any other supporting documentation or information, as required; and
- (14) Name, title and telephone signature of the preparer.

E.4.7 Payment shall be made only after the COTR has certified as satisfactory the performance by the Provider under the Human Care Agreement as a result of a valid purchase order or task order of the Agreement 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 incorporated into this Human Care Agreement (F.16.1), and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2 Special Indemnity

The following provision supplements Section 10 of the Standard Contract Provisions:

The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

F.3 District of Columbia Interstate Compact

Youth accepted for placement in facilities outside of the District, who are under the age of 18, will be referred and approved for placement by District of Columbia Interstate Compact for Placement of Children.

F.4 Confidentiality

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Human Care Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral.

F.5 Access to Records

- F.5.1 The Provider shall retain 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.5.2 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.5.3 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, regardless of the form in which kept, at all reasonable times for as long as records are retained.

F.6 **Amendments**

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superceded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments, or changes in the agreement within the general scope, services, or service rates of the Agreement. No amendment to this Agreement shall be valid unless approved in writing by the Contracting Officer, subject to any other approvals required in accordance with the District regulations at 27 DCMR. Except that the Contracting Officer may make purely clerical or administrative revisions to the Agreement with written notice to the Provider.

F.7 **Tax Compliance Certification**

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

F.8 **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 Human Care Agreement. Notwithstanding any subcontract approved by the District, the Provider shall remain solely liable to the District for all services required under this Human Care Agreement.

F.9 **Provider Responsibility**

F.9.1 The Provider bears responsibility for ensuring that the Provider fulfills all its Human Care Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Human Care Agreement.

F.9.2 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.

F.10 **INSURANCE**

F.10.1 Upon receipt of a Task Order under this HCA, the Provider shall procure and maintain, during the entire period of performance under the Task Order, the types of insurance specified below. The Provider shall submit a certificate of insurance giving evidence of the required coverages prior to commencing work. All insurance shall be written with responsible companies licensed by the District of Columbia's Department of Insurance, Securities and Banking. The Provider shall require all subcontractors to carry the insurance required herein, or Provider may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate. All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the District as an additional named insured. In no event shall work be performed until the required certificates of insurance have been furnished. The insurance shall provide for 30 day's prior written notice to be given to the District in the event coverage is substantially changed, canceled or non-renewed. If the insurance provided is not in compliance with all the requirements herein, the District maintains the right to stop work until proper evidence is provided.

F.10.1.1 **Commercial General Liability Insurance**, \$2,000,000 limits per occurrence, District added as an additional insured. Pre Aggregate: \$5,000,000, Products and Completed Operations: \$1,000,000

F.10.1.2 **Automobile Liability Insurance**, \$2,000,000 per occurrence combined single limit.

F.10.1.3 **Worker's Compensation Insurance** according to the statutes of the District of Columbia, including Employer's Liability: \$1,000,000 per accident for injury, \$1,000,000 per employee for disease, \$1,000,000 policy limit disease.

F.10.1.4 **Umbrella/ Excess Liability Insurance**, \$5,000,000 limits per occurrence for each wrongful act.

F.10.1.5 **Professional Liability Insurance**, \$2,000,000 limits per claim (note: such insurance is typically called medical malpractice insurance for doctors, professional liability insurance for lawyers and nurses, and errors and omissions liability insurance for all other "professions" with a professional liability exposure). Pre Aggregate for each wrongful act: \$ 2,000,000.

F.11 **Department Of Labor Wage Determinations**

F.11.1 The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2104, Revision 9, dated March 16, 2009 issued by the U.S. Department of Labor in accordance with the Service Agreement Act of 1965, as amended (41 U.S.C. 351), and incorporated into this Agreement as Attachment 3. The applicable U.S. Department of Labor Wage Determinations for the regions in which the Agreement services are provided shall bind Providers located in regions not bound by the above stated Wage Determination.

F.12 **HIPAA PRIVACY COMPLIANCE**

[*insert agency name abbreviation*] is a “Covered Entity” as that term is defined in the Privacy Rule and [*insert business associate name*], as a recipient of Protected Health Information from [*insert agency name abbreviation*], is a “Business Associate” as that term is defined in the Privacy Rule.

1. Definitions

- a. *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.
- b. *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.
- c. *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.
- d. *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. *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:

- i. 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
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. *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.
- g. *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. *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.
- i. *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.
- j. *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).
- k. *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ii. 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
 - iii. That identifies the individual; or
 - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *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.

- m. *Privacy Officer.* The person designated by the Privacy Official or one of the District of Columbia's designated health care components, who 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.
- n. *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.
- o. *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
 - i. Transmitted by electronic media;
 - ii. Maintained in electronic media; or
 - iii. Transmitted or maintained in any other form or medium;
 - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
 - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. *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.

2. Obligations and Activities of Business Associate

- a. 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.
- b. 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.
- c. 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.
- d. 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.

- e. 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. 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** [*delete bolded material and insert negotiated terms if applicable*] as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of [*Insert Applicable Agency Access Policy*], attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** [*agency should insert appropriate terms for amendment if applicable*] or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of [*Insert Applicable Agency Amendment Policy*], attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.
- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit C and incorporated by reference.
- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Logging Disclosures for Accounting Policy*] attached hereto as Exhibit D and incorporated by reference.
- j. 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** [*delete bolded material and insert agency appropriate terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Disclosure Accounting Policy*] attached hereto as Exhibit E and incorporated by reference.
- k. 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** *[delete bolded material and insert negotiated terms if applicable]* 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.

1. 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.
- m. 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.

3. Permitted Uses and Disclosures by the Business Associate

- a. 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.
- b. 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.
- c. 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.
- d. 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).
- e. 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).

4. Additional Obligations of the Business Associate

- a. 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:

- i. Name of the Business Associate of the Covered Entity;
- ii. Title of the Report/File;
- iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
- iv. Description of the basic content of the Report/File;
- v. Format of the Report/File (Electronic or Paper);
- vi. Physical location of Report/File;
- vii. 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
- viii. Supporting documents if the recipient/personal representative has access to the Report/File.

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.

6. Obligations of the Covered Entity

- a. 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.
- b. 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.
- c. 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.

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.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

- a. 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;
- b. 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 Provider by the federal government or District of Columbia;
- c. 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;
- d. 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;
- e. 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. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. 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.

9. Term and Termination

- a. *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.
- b. *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:
 - i. 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;
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
 - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *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** [*delete bolded material and insert negotiated terms and conditions if applicable*] 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.

10. Miscellaneous

- a. *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.
- b. *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.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 8 and 16 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective November 2004, shall survive termination of the Contract.
- d. *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.

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.

- e. *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. *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.
- g. *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.
- h. *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.
- i. *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.
- j. *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.
- k. *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

Attention: _____

Attention: _____

Fax: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *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.
- n. *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.
- o. *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.
- p. *Independent Provider.* The Business Associate will function as an independent Provider 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.
- q. *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.

Attachments:

- Exhibit A [Insert Applicable Agency Access Policy]
- Exhibit B [Insert Applicable Agency Amendment Policy]
- Exhibit C [Insert Applicable Agency Identity and Procedure Verification Policy]
- Exhibit D [Insert Applicable Agency Logging Disclosures for Accounting Policy]
- Exhibit E [Insert Applicable Agency Disclosure Accounting Policy]

F.13 WAY TO WORK AMENDMENT ACT OF 2006

- F.13.1 Except as described in F.13.8 below, the Provider shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) (“Living Wage Act of 2006”), for contracts for services in the amount of \$100,000 or more in a 12-month period.
- F.13.2 The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- F.13.3 The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.
- F.13.4 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.13.5 The Provider shall provide a copy of the Fact Sheet to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice in a conspicuous place in its place of business. The Provider shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.
- F.13.6 The Provider 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.137 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.13.8 The requirements of the Living Wage Act of 2006 do not apply to:
- (1) Contracts or other agreements that are subject to higher wage level determinations required by federal law;
 - (2) Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
 - (3) Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
 - (4) Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
 - (5) Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
 - (6) An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;
 - (7) Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

- (8) Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- (9) Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for mentally retarded persons as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- (10) Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

F.13.9 The Mayor may exempt a Provider 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.14 **Order of Precedence Clause**

Any inconsistency in this solicitation shall be resolved by giving precedence in the following order:

1. Supplies or Services and Price/Cost (Section B)
2. Specifications/Work Statement (Section C)
3. Standard Contract Provision, dated March 2007
4. The Human Care Agreement including the Contractor's qualifications record completed by the Provider, service rates and applicable documents incorporated by reference.
5. Provider's Program Description
6. Provider Qualifications Record completed by the Provider
7. The Attachments as specified and listed in Section F.15
8. Task Order or Purchase Order

F.15 **Attachments**

The following are attachments to this Human Care Agreement.

- 1) OCP Form 1900, Human Care Agreement Provider's Qualifications Record (completed and executed), which is incorporated into this Human Care Agreement as Attachment 1.
- 2) Notice of Final Rulemaking, 27 DCMR, Chapter 19, Section 1905.6, providing the criteria for a determination of responsibility of potential Providers, which is incorporated into this Human Care Agreement as Attachment 2.
- 3) U.S. Department of Labor Wage Determination No. 2005-2104, Revision No. 9, dated March 16, 2009 issued by the U.S. Department of Labor in accordance with the Service

Contract Act of 1965, as amended (41 U.S.C. 351), which is incorporated into this Human Care Agreement as Attachment 3.

- 4) Contract Compliance Form, Attachment 4.
- 5) DYRS Policy and Procedures, Process for Reporting Unusual Incidents, which is incorporated into this Human Care Agreement as Attachment 5.
- 6) Living Wage Act of 2006 (Notice), Attachment 6.
- 7) Living Wage Fact Sheet, Attachment 7.

F.16 **Incorporated Attachments** (The following first four (4) forms are located at www.ocp.dc.gov under “Solicitation Attachments” and the Tax Registration Application in located at, www.taxpayerservicecenter.com/fr500

F.16.1 Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, which is incorporated into this Human Care Agreement.

F.16.2 Tax Certification Affidavit

F.16.3 Equal Employment Opportunity Compliance documents, including Mayor’s Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement.

F.16.4 First Source Employment Agreement, which is incorporated into this Human Care Agreement.

F.16.5 FR500 Combined Business Tax Registration Application, (to be completed by the Provider who does not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax Revenue and those that do not have an unemployment account number issued by the Department of Employment Services).