

GOVERNMENT OF THE DISTRICT OF COLUMBIA  
Office of Contracting and Procurement  
Human Care Services



October 2, 2009

Re: District of Columbia Human Care Agreements: Family Reunification Homes Services

Dear Prospective Providers:

The Human Care Agreement process allows the District to identify and pre-qualify prospective Providers for numerous services, including family reunification homes services, to meet the District's needs, pursuant to 27 DCMR, Chapter 19, Section 1905.6, as amended. Family Reunification Homes services are being solicited through this Request for Qualifications (RFQ); issued by the Office of Contracting and Procurement (OCP) of the District of Columbia.

Prospective Providers are required to complete and submit the following to the OCP by the closing date indicated in the solicitation:

1. Human Care Agreement Contractor Qualification Record (CQR), OCP Form 1900" (Attachment # 2) including supporting documentation is required to be submitted for consideration to receive a Human Care Agreement. The CQR and supporting documentation must provide the District, sufficient information to determine the Provider's financial and professional responsibility to provide the required family reunification homes services. Prospective Providers are directed to page 1, General Instructions, of the CQR, for instructions on completing the CQR.
2. Section B of the Human Care Agreement, pages 3, 4, and 5 to document its proposed service rates for family reunification homes services, as indicated in the attached solicitation;
3. All compliance documents in Attachments 8, 9, and 10 listed in Section F of the solicitation.

Each potential Provider shall include a Program Description(s) consistent with the service delivery area(s) identified in Section C of the Human Care Agreement, Sections V and VI of the CQR.

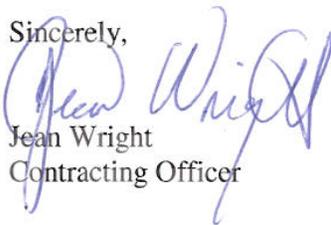
Additionally, prospective Providers must be licensed to provide Family Reunification Homes in accordance with all existing federal and District of Columbia laws, rules and regulations including the *Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and Youth Group Homes* regulations. Prospective Providers without a current license must contact Monita Laurent, Quality Assurance Manager, DYRS Licensing Unit at [dyrs.licensing@dc.gov](mailto:dyrs.licensing@dc.gov)

to request a licensure application packet. Prospective Providers must provide evidence of licensure application by including licensure application receipt with submission of their CQR.

Prospective Providers must submit an original and four (4) copies of their CQR in a sealed envelope, conspicuously marked "Response to Solicitation No. DCJZ-2010-H-0001: " Family Reunification Homes Services" Submission must be received at the bid counter at 441 4th Street NW, Suite 703 South, Washington, DC 20001 **not later than 2:00 p.m. local time, on November 2, 2009** to be considered for award of a human care agreement. Faxed copies will not be accepted in lieu of a hard copy.

Thank you in advance for your interest in serving the District of Columbia and we look forward to doing business with you. Should you have any questions, please do not hesitate to contact Mr. Dwight Hayes, Contract Specialist at (202) 724-4984.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jean Wright", is written over the typed name and title.

Jean Wright  
Contracting Officer

|  |  |  |  |                             |   |
|--|--|--|--|-----------------------------|---|
| <b>SOLICITATION, OFFER, AND AWARD</b>  |  | 1. Caption<br>Family Reunification Homes Services  |  | Page of Pages<br>1   54     |   |
| 2. Contract Number   | 3. Solicitation Number<br>DCJZ-2010-H-0001 | 4. Type of Solicitation<br><input type="checkbox"/> Sealed Bid (IFB)<br><input type="checkbox"/> Sealed Proposals (RFP)<br><input type="checkbox"/> Sole Source<br><input checked="" type="checkbox"/> Human Care Agreements<br><input type="checkbox"/> Emergency |  | 5. Date Issued<br>10/2/2009 | 6. Type of Market<br><input checked="" type="checkbox"/> Open<br><input type="checkbox"/> Set Aside<br><input type="checkbox"/> Open with Sub-Contracting Set Aside |
| 7. Issued By:<br>Office of Contracting and Procurement<br>Human Care Services Group<br>441-4th Street, NW, Suite 700 South<br>Washington, DC 20001 |  |  | 8. Address Offer to:<br>Office of Contracting and Procurement<br>441 4th Street, NW, Suite 703 South. Bid Room<br>Washington, DC 20001 |                             |   |

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

**SOLICITATION**

9. Sealed offers in original and 4 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 until 2:00 P.M. local time 2-Nov-09  
(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<br>Dwight Hayes | B. Telephone       |                      |       | C. E-mail Address<br><a href="mailto:dwight.hayes@dc.gov">dwight.hayes@dc.gov</a> |
|                             |                         | (Area Code)<br>202 | (Number)<br>724-4984 | (Ext) |   |

**11. Table of Contents**

| (X)                   | Section | Description                         | Page No. | (X)  | Section | Description  | Page No. |
|-----------------------|---------|-------------------------------------|----------|--|---------|--|----------|
| PART I - THE SCHEDULE |         |                                     |          | PART II - CONTRACT CLAUSES                                   |         |  |          |
| X                     | A       | Solicitation/Agreement Form         | 1 to 2   |  | I       | Contract Clauses   |          |
| X                     | B       | Supplies or Services and Price/Cost | 3 to 5   | PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS |         |  |          |
| X                     | C       | Specifications/Work Statement       | 6 TO 31  |  | J       | List of Attachments  |          |
| x                     | D       | Delivery and Performance            | 32       | PART IV - REPRESENTATIONS AND INSTRUCTIONS                   |         |  |          |
| X                     | E       | Service Administration              | 33 to 35 |  | K       | Representations, certifications and other statements of offerors |          |
| X                     | F       | Agreement Clauses                   | 36 TO 54 |  | L       | Instructions, conditions & notices to offerors                   |          |
|                       | G       | Contract Administration Data        |          |  | M       | Evaluation factors for award                                     |          |
|                       | H       | Special Contract Requirements       |          |  |         |  |          |

**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  10 Calendar days %     20 Calendar days %     30 Calendar days %     \_\_\_\_\_ Calendar days %

|   |                  |      |                  |      |
|---|------------------|------|------------------|------|
| 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<br>(Area Code) (Number) (Ext) |  | 15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/> | 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

|      |    |       |
|------|----|-------|
| PAGE | OF | PAGES |
| 2    |    | 54    |

|                                |                                     |                  |
|--------------------------------|-------------------------------------|------------------|
| 1. HUMAN CARE AGREEMENT NUMBER | 2. REQUISITION/PURCHASE REQUEST NO. | 3. DATE OF AWARD |
|--------------------------------|-------------------------------------|------------------|

|   |  |
|---|--|
| 4. ISSUED BY<br>Office of Contracting and Procurement | 5. ADMINISTERED BY (If other than Item No. 4):<br>Department of Youth Rehabilitation Services<br>450 H Street, NW, 4th Floor<br>Washington, DC 20001<br>Telephone:                      Fax:                      -Mail: |
|---|--|

|   |
|---|
| 6. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code)<br>POINT OF CONTACT:<br>Telephone:                      Fax:                      E-Mail: |
|---|

|   |   |
|---|---|
| 7. PROVIDER/PROVIDER SHALL SUBMIT ALL INVOICES TO:<br>Office of the Controller/Agency CFO<br>P.O. Box 54047, Room 1702<br>Washington, DC 20032-0247 | 8. DISTRICT SHALL SEND ALL PAYMENTS TO: |
|---|---|

### 9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

| ITEM/LINE NO.                            | NIGP CODE | BRIEF DESCRIPTION OF HUMAN CARE SERVICE | QUANTITY OF SERVICE REQUIRED | TOTAL SERVICE UNITS | SERVICE RATE | TOTAL AMOUNT |
|--|-----------|---|------------------------------|---------------------|--------------|--------------|
| 0001                                     | 952-95    | Family Reunification Homes Services     |                              |                     | \$           |              |
| <i>Total</i>                             |           |   |                              |                     |              | \$           |
| <i>Total From Any Continuation Pages</i> |           |   |                              |                     |              |              |
| <b>GRAND TOTAL</b>                       |           |   |                              |                     |              | \$           |

### 10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

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

|                                 |   |               |          |
|---------------------------------|---|---------------|----------|
| A. SOAR SYSTEM OBLIGATION CODE: | B. Name of Financial Officer (Typed):<br><br>Title: | C. Signature: | D. Date: |
|---------------------------------|---|---------------|----------|

### 11. PERIOD OF HUMAN CARE AGREEMENT

|                |              |
|----------------|--------------|
| Starting Date: | Ending Date: |
|----------------|--------------|

### HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/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)<br>Name:<br>Title: |          | A. Name of Contracting Officer (Type or print)<br>Name:<br>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                       | Provide short-term and community-based residential family reunification home services for pre-adjudicated youth identified and detained by the District of Columbia Family Court , as described in Sections C.6.2.1 thru C.6.2.14 | Client/Per Day | \$ _____        |

B.2.2 Option Year One

| Agreement Line Item Number | Services Description  | Service Unit   | Fixed Unit Rate |
|----------------------------|---|----------------|-----------------|
| 0101                       | Provide short-term and community-based residential family reunification home services for pre-adjudicated youth identified and detained by the District of Columbia Family Court , as described in Sections C.6.2.1 thru C.6.2.14 | Client/Per Day | \$_____         |

B.2.3 Option Year Two

| Agreement Line Item Number | Services Description  | Service Unit   | Fixed Unit Rate |
|----------------------------|---|----------------|-----------------|
| 0201                       | Provide short-term and community-based residential family reunification home services for pre-adjudicated youth identified and detained by the District of Columbia Family Court , as described in Sections C.6.2.1 thru C.6.2.14 | Client/Per Day | \$_____         |

B.2.4 Option Year Three

| Agreement Line Item Number | Services Description  | Service Unit   | Fixed Unit Rate |
|----------------------------|---|----------------|-----------------|
| 0301                       | Provide short-term and community-based residential family reunification home services for pre-adjudicated youth identified and detained by the District of Columbia Family Court , as described in Sections C.6.2.1 thru C.6.2.14 | Client/Per Day | \$_____         |

B.2.5

Option Year Four

| Agreement<br>Line Item<br>Number | Services Description  | Service Unit   | Fixed Unit<br>Rate |
|----------------------------------|---|----------------|--------------------|
| 0401                             | Provide short-term and community-based residential family reunification home services for pre-adjudicated youth identified and detained by the District of Columbia Family Court , as described in Sections C.6.2.1 thru C.6.2.14 | 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 licensed Family Reunification Homes (FRH) located in the District of Columbia. The FRH shall house exclusively either male or female youth, primarily between the ages of 10-17. These youth have been identified and detained by the District of Columbia Family Court and deemed appropriate for residential alternatives to secure detention services. DYRS is seeking multiple Providers to provide FRH services for a maximum of seventy-one (71) detained youth. Providers shall operate FRH facilities with a minimum five (5) bed capacity and maximum six (6) bed capacity. Providers may operate more than one (1) FRH.
- C.1.3** DYRS needs family reunification home services that will include services designed to return detained children and/or youth in temporary out-of-home care or custody to their families of origin with focus reuniting children and/or youth with their families in a stable and supportive home environment.
- C.1.4** The services expected to result from this Human Care Agreement seeks to address specific needs of DYRS detained youth. 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.1.5** Family Reunification Homes (FRH) shall have and maintain an annual license in good standing issued by the Department of Youth Rehabilitation Services in accordance with Chapter 62 of Title 29 of the District of Columbia Municipal Regulations, entitled “*Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and Youth Group Home*, pursuant to D.C. Official Code, § 16-2301 et sea (Applicable Document #1) and other applicable District and municipal laws.

### **C.2 BACKGROUND**

- C.2.1** The Department of Youth Rehabilitation Services (DYRS) is 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 alternatives to detention to youth in pre-adjudicated and pre-dispositional phases of court involvement.

- C.2.2** DYRS is the District agency responsible for appropriating funds for the delivery of services to youth involved in family reunification homes. These youth have been identified as having varying degrees of emotional, behavioral, and psychosocial needs. The youth are under the supervision of Court Social Services (CSS), DC Juvenile Probation Division, and have been court ordered into the FRH residential alternatives to secure detention. The target population is medium to high-risk non-violent youth, placed for the protection of the youth or community. This includes pre-adjudicated and pre-disposition youth ordered by the D.C. Superior/Family Court and youth whose social factors indicate their permanent home is temporarily untenable for his/her return; and/or, youth for whom no parent, immediate family member, or extended family member is identified or available. District of Columbia agencies involved in expediting family reunification efforts include: DYRS, Courts and Social Services (CSS), Child and Family Services Administration (CFSA), and the Department of Mental Health (DMH).
- C.2.3** 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-disposition detention, shelter care services, and home-based detention services up to 300 youth at any given time.
- C.2.4** DYRS is working to enhance its continuum of care for detained youth, with the goal of providing individualized services to court-involved youth in the least restrictive environment while protecting the public, holding youth accountable, and strengthening families and communities. 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 family reunification homes 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. Providers will be subjected to facility inspections by court monitors, as may be required by the court.
- C.2.5** DYRS intends to improve service delivery to juvenile justice involved youth not placed in secured institutionalize detention facilities by certifying Providers that have been able to meet and maintain District of Columbia licensing requirements for family reunification homes located within the District of Columbia. Providers shall demonstrate the capacity 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 objective of FRHs is to provide services designed to reunite youth in temporary out-of-home care or custody to their families in a stable and supportive home environment. DYRS has identified six (6) major goals in the design, development and incorporation of the FRH model:

- C.2.6.1** To provide a short term and caring homelike environment;
- C.2.6.2** To work cooperatively and collaboratively with relevant juvenile justice stakeholders to quickly and successfully reunite youth with their families, extended family, or other suitable and approved adults, in order to prevent youth from languishing in out-of-home placements;
- C.2.6.3** To ensure the youth's return to court without reoffending;
- C.2.6.4** To connect youths with educational support services, workforce development opportunities;
- C.2.6.5** To comply with all Family Court orders and avoid recidivism; and
- C.2.6.6** To provide basic programming, consistent with Chapter 62 of the DC Municipal Regulations and other relevant licensing requirements.

**C.3 Applicable Documents**

The following documents are incorporated in the solicitation and resulting contract(s) by its reference.

| No. | Document Type   | Title  | Date        |
|-----|---|--|-------------|
| 1   | D.C. Municipal Regulations  | <p align="center"><b><i>Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and Youth Group Homes</i></b><br/>           29 DCMR, Chapter 62 (48 DCR 8675)</p> <p><b>Additional information:</b><br/> <a href="http://www.grc.dc.gov/laws1">http://www.grc.dc.gov/laws1</a></p>  | 9-21-01     |
| 2   | <p align="center"><i>American Correctional Association Industry Standards</i></p> | <p align="center"><b><i>Standards for Juvenile Community Residential Facilities</i></b><br/>           (3<sup>rd</sup> ed.)</p> <p><b>Additional Information:</b><br/>           ACA, 4380 Forbes Blvd., Lanham, MD 20706<br/>           800-222-5646<br/> <a href="http://www.aca.org/">www.aca.org/</a></p>  | May 1990    |
| 3   | DYRS Documents  | <p align="center"><b>DYRS Community-Based Residential Group Home Policies and Forms</b></p> <p>DYRS Unusual Incident Reporting Policy &amp; Abscondence forms<br/>           DYRS Resident Transportation Policy<br/>           DYRS Home Visitation Policy<br/>           DYRS Log Book Policy<br/>           DYRS Home Assessment Form<br/>           DYRS Daily Population Report Form</p> <p><b>Available at:</b><br/>           Department of Youth Rehabilitation Services</p> | Most Recent |

|   |   |   |      |
|---|---|---|------|
|   |   | 450 H Street, NW<br>Washington, D.C.<br>Telephone: 202-724-5630   |      |
| 4 | Public Laws 91-230 (1970) and 105-17 (1997) | Federal Individuals with Disabilities Education Act 20 USCA § 1400 <u>et seq</u> , Subchapters I and II available at <a href="http://fedlaw.gsa.gov">http://fedlaw.gsa.gov</a> or <a href="http://www.law.cornell.edu/uscode/">http://www.law.cornell.edu/uscode/</a> |      |
| 5 | Public Law 101-336, July 26, 1990           | Americans with Disabilities Act 42 USCA § 12101-102; 12131-134. available at <a href="http://fedlaw.gsa.gov">http://fedlaw.gsa.gov</a> or <a href="http://www.law.cornell.edu/uscode/">http://www.law.cornell.edu/uscode/</a>   | 1990 |
| 6 | D.C Law 17-9                                | D.C. Official Code, Section 44-552<br>Criminal Background Checks<br><br>Available at <a href="http://dccode.westgroup.com">http://dccode.westgroup.com</a>  | 2007 |

#### C.4 Definitions

The following definitions are provided to assist in establishing consistency in the use of terms and concepts contained in the solicitation and to provide potential offerors clarity as needed.

**C.4.1 Abscondence:** A youth is absent from an approved placement due to escape, truancy, or any other unapproved reason.

**C.4.2 Adjudicated:** A decision by the court that a juvenile is officially under the supervision of the Court.

**C.4.3 Balanced and Restorative Justice (BARJ) Model:** A framework for juvenile reform that seeks to engage citizens and community groups both as clients of juvenile justice services and as resources in a more effective response to youth crime. This balanced approach requires juvenile justice professionals to devote attention to: enabling offenders to make amends to their victims and community; increasing offender competencies; and protecting the public through processes in which individual victims, the community, and offenders are all active participants.

**C.4.4 Committed Youth:** Youth that have been found to be involved in an illegal or criminal act typically requiring a level of supervision that results in a permanent residential placement in either a secure or non-secure environment.

**C.4.5 Confidentiality:** The safeguarding of information regarding committed juveniles in accordance with all federal and District laws pertaining to confidentiality of information.

- C.4.6 Continuum of Services/Care:** A range of services from least restrictive to highly structured or highly restrictive that addresses a range of needs of youth and provides an array of services.
- C.4.7 Cultural Competency:** The ability of a provider to deliver services in a manner that effectively responds to the language, values, and practices present in the various cultures of the youth and their families.
- C.4.8 Detention:** A transitional placement to await further court action and/or case planning.
- C.4.9 Department of Mental Health (DMH):** The District department that regulates the District's mental health system for adults, children and youth, and their families, and provides mental health services directly through the Community Service Agency (for community-based consumers of mental health services).
- C.4.10 Discharge:** Termination of District custody as ordered by the court or release of detained youth.
- C.4.11 Family Group Conferencing:** A formal meeting in care and custody cases for members of the family group to discuss with social workers what needs to be done to ensure that a child or youth is safe and well cared for. It is a family practice tool through which the extended family is involved in key decisions related to child custody and/or welfare cases. Family Group Conferencing uses a strength-based approach instead of a deficit-based model. Plans are individualized to meet the unique situations and needs of the families.
- C.4.12 Least Restrictive Environment:** A 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.4.13 Probation Officer (PO):** An Officer of the Court responsible for the supervision of youth placed on probation
- C.4.14 Risk Assessment Instrument (RAI):** An objective and validated screening instrument, administered by Court Social Services, designed to rationalize intake decisions by classifying whether a particular youth presents a high, moderate, or low risk of flight or re-arrest and, based on this criteria, which youth should be held in secure detention pending adjudication, placed in a detention alternative, or released.
- C.4.15 Strength-Based Approach:** Established goals, objectives and services that capitalize on a youth's strengths in furtherance of progress and achievement of treatment related goals.
- C.4.16 System of Care:** The program and service components, mechanisms, arrangements, structures, or processes to ensure that the services are provided in a coordinated, cohesive manner.

**C.4.17 Youth and Family Team Meetings (YFTM):** Part of the DYRS Positive Youth Development (PYD) approach. PYD involves helping young people articulate their dreams and develop socially acceptable aspirations to which they are committed and supporting them in achieving them. YFTMs are a strength-based, youth and family-centered conference where in collaboration with DYRS staff, essential stakeholders in the youth's life, work together to craft well-informed decisions regarding the youth's needs. An YFTM provides a forum by which an in-depth exploration of the youth's needs takes place and is meant to serve as a mechanism which drives services, supports and placement recommendations.

**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 Family Reunification Homes Services**

**C.6.1** The Provider shall provide short-term, twenty four (24) hour Family Reunification Home(s) that are located in the District of Columbia, with emphasis placed on rapid family reunification and connecting youth to positive opportunities for five (5) to six (6) pre-adjudicated or detained youth that are between 10-17 years of age.

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

**C.6.2.1 INDIVIDUAL SERVICE PLAN (ISP)**

Initial ISP

**C.6.2.1.1** The Contractor(s) shall develop and implement an initial ISP within three (3) calendar days of the youth's admission. The initial ISP shall be established through the coordinated efforts of the contractor(s), the court appointed Probation Officer, the youth, and the youth's family.

**C.6.2.1.2** The Contractor(s) shall develop each youth's ISP in accordance with Sections 6258 and 6259 of the Licensing of Youth Shelters, Runaway Shelters, Emergency Care Facilities, and

Youth Group Homes regulations (Applicable Document # 1).

#### Review and Update of ISP

**C.6.2.1.3** The Contractor(s) shall review the comprehensive ISP weekly with all responsible person for the youth reunification.

**C.6.2.1.4** The Contractor(s) shall provide a monthly update of the ISP in the youth's Monthly Progress Report (C.14.4.2).

#### **C.6.2.2 COMMUNITY LINKAGES**

**C.6.2.2.1** The Provider(s) shall provide within sixty (60) days after HCA award to the Contracting Officer Technical Representative (COTR) a listing of community-based organizations to assist youth with tutoring, mentoring, jobs, guidance and other supportive services.

**C.6.2.2.2** The Provider(s) shall ensure that youth become involved in the community through volunteer civic activities, attendance at religious services, and use of public agencies/services such as the local library, health clinic, and other similar activities.

#### **C.6.2.3 MENTAL/MEDICAL HEALTH SERVICES**

**C.6.2.3.1** The Provider(s) shall ensure that all youth with identified mental health needs are enrolled and linked with a District of Columbia Department of Mental Health (DMH) certified organization within seven (7) days of admission.

**C.6.2.3.2** The Provider(s) shall ensure all youth have access to on-going routine/emergency medical care thru the youth's Medicaid eligibility or medical insurance.

#### **C.6.2.4 EDUCATIONAL SUPPORT SERVICES**

**C.6.2.4.1** The Provider(s) shall, at a minimum, provide the following:

**C.6.2.4.1.1** Assignment of a staff person within three (3) days of youth's admission an academic mentor to the youth, providing needed support with communication to the school, tutoring services, review of academic progress, and monitoring academic attendance.

**C.6.2.4.1.2** Coordinate with PO and District of Columbia Public School officials for appropriate corrective actions to address truancy, suspension, and expulsion from school.

#### **C.6.2.5 RECREATIONAL ACTIVITIES**

**C.6.2.5.1** The Provider(s) shall provide age appropriate indoor and outdoor recreational activities representative of the youth's interests and needs.

**C.6.2.6 INDEPENDENT LIVING SKILL BUILDING**

**C.6.2.6.1** The Provider(s) shall provide services that include at the minimum the following:

**C.6.2.6.2** Age appropriate health and general welfare skills including personal grooming and nutrition;

**C.6.2.6.3** Sex education, HIV and sexually transmitted disease knowledge;

**C.6.2.6.4** Stress reduction techniques;

**C.6.2.6.5** Use of public transportation techniques;

**C.6.2.6.6** Money management training;

**C.6.2.6.7** Household maintenance training including meal purchase, preparation and storage;

**C.6.2.6.8** Vocational and job readiness planning;

**C.6.2.6.9** Civics training;

**C.6.2.6.10** Interpersonal skill training; and

**C.6.2.6.11** Techniques in using community resources.

**C.6.2.7 INVOLVEMENT AND REUNIFICATION OF FAMILY AND RELEVANT OTHERS**

**C.6.2.7.1** The Provider(s) shall participate in all scheduled team meetings involving youth and family members (DYRS Youth Family Team Meetings and Family Group Conferences).

**C.6.2.7.2** The Provider(s) shall at a minimum perform the following:

**C.6.2.7.2.1** Coordinate with the court appointed PO to determine appropriate level of family support needed to support the competency development and skill building of the youth;

**C.6.2.7.2.2** Coordination with family members in the development and implementation of the initial ISP;

**C.6.2.7.2.3** Schedule family visits, when appropriate, in the youth's home, with pertinent relatives, or at the program site; and

**C.6.2.7.2.4** Coordinate opportunities for phone interaction between the youth and relatives as well as relevant others.

#### **C.6.2.8 BEHAVIOR MANAGEMENT**

**C.6.2.8.1** The Provider(s) shall administer a behavior management program to provide rewards and praise for appropriate behavior as well as negative consequences for inappropriate behavior.

**C.6.2.8.2** The Provider shall implement a points or token economy system in which points or tokens are used to purchase privileges.

**C.6.2.8.3** The Provider(s) shall submit to the COTR within thirty (30) days of HCA award written policies and procedures regarding the discipline of residents, including but not limited to the:

**C.6.2.8.4** Rules each resident shall follow;

**C.6.2.8.4.1** Reasonable discipline that shall be administered for violating those rules, which shall relate to and be proportionate to the unacceptable behavior, and reflect the nature of real world experiences, as appropriate to the resident's age and level of development;

**C.6.2.8.4.2** Resident's right to appeal a disciplinary decision through the grievance process; and

**C.6.2.8.4.3** Procedures for appealing a disciplinary decision.

**C.6.2.8.5** The Provider(s) shall ensure that the policies and procedures regarding the discipline of residents are explained to each resident no later than forty-eight (48) hours after admission.

#### **C.6.2.9 LIFE SKILLS**

**C.6.2.9.1** The Provider(s) shall provide life skill services to support the youth's competency development in decision-making, anger management, and problem-solving activities.

**C.6.2.9.2** The Provider(s) shall, when required by the ISP, ensure access to therapeutic life skill services through established linkages with a DMH certified organization.

#### **C.6.2.10 SUBSTANCE ABUSE EDUCATION/PREVENTION SERVICES**

**C.6.2.10.1** The Provider(s) shall provide structured substance abuse education and prevention services as part of its program and services for each youth.

**C.6.2.10.1.1** The Provider(s) shall at a minimum provide the following:

- C.6.2.10.1.1.1** Activities for youth and family to increase knowledge of substance abuse and the potential physical and mental consequences that accompany addiction;
- C.6.2.10.1.1.2** Activities that encourage and explore the availability of and benefit of alternatives to the recreational use of substance abuse;
- C.6.2.10.1.1.3** Coordination with DYRS to ensure that identified youth receive referral for appropriate substance abuse services or treatment, and
- C.6.2.19.1.1.4** Insure that youth maintain compliance with DYRS and court required substance abuse urine screening, as applicable, and assists youth with attendance at the screening locations.

**C.6.2.11 ADMISSION/ PLACEMENT AND INTAKE**

- C.6.2.11.1** The Provider(s) shall upon admission of a new youth contact Court Social Services (CSS) to obtain the youth’s parents(s)/guardian contact information.
- C.6.2.11.2** The Provider(s) shall insure that youth only be allowed contact with persons approved by CSS.
- C.6.2.11.3** The Provider(s) shall not accept youth placement without a valid court order.
- C.6.2.11.4** The Provider(s) upon admission and intake shall identify and provide for the resident’s basic needs, including clothing, food, hygiene, and medications.
- C.6.2.11.5** The Provider(s) shall identify and document all emergency medical needs, allergies, basic needs, and non-emergency medical and mental health conditions and physical infirmities.
- C.6.2.11.6** The Provider(s) shall within forty-eight (48) hours after admission complete an admissions/intake record that includes the following information:
  - (a) The youth’s name, date and place of birth, social security number, date of admission/intake, and citizenship
  - (b) The name, address and telephone number of the youth’s parent(s) or other responsible family members, guardian, attorney, guardian ad litem, probation officer, therapist, psychologist, psychiatrist, and other medical professionals.
  - (c) The youth custody, guardianship and detainment status
  - (d) Any and all relevant court orders

**C.6.2.12 YOUTH AND FAMILY ORIENTATION**

**C.6.2.12.1** The Provider(s) shall submit at the request of the COTR, a FRH orientation plan designed to orient youths and parents to the FRH program design and expectations.

**C.6.2.12.2** The Provider(s) orientation plan shall include, at a minimum the following:

- (a) Provider FRH Rules and Regulations, including consequences for various violations of the rules and available due process protections;
- (b) Youth Family Team Meeting Process;
- (c) Overview of Services;
- (d) Programmatic Design of Short-Term Family Reunification Services for Re-Integration Back Into the Community;
- (e) Plans for Education, Religious Services, and Recreation;
- (f) Positive Behavior System;
- (g) Access to care for medical and mental health needs;
- (h) Youths' right to be free from physical, verbal and sexual assault by other youth or staff, and what youth should do if they feel unsafe;
- (i) Key staff and their roles;
- (j) Weekend/Home Pass Policies;
- (k) Emergency Evacuation Plans;
- (l) Rules on visiting, correspondence and telephone access;
- (m) Policy on Use of Force by Staff at the FRH;
- (n) Transportation; and,
- (o) Published rules of conduct to provide for the general welfare and constitutional

rights

of youths.

**C.6.2.12.3** The Provider(s) shall, during the youth's orientation, contact the youth's court appointed PO to obtain the youth's risk score.

### **C.6.2.13 DISCHARGE AND AFTERCARE PLANNING**

**C.6.2.13.1** The Provider(s) shall provide discharge and aftercare planning services to facilitate a seamless transition into the community for the youth and family, addressing in advance, school placement, social environment, positive peer support, and family involvement.

**C.6.2.13.2** The Provider(s) shall provide at a minimum the following:

**C.6.2.13.2.1** Identification of community support systems for the youth and family consistent with services provided during the youth's stay at the facility;

**C.6.2.13.2.2** Engagement of the youth and youth's family in planning for discharge and facilitate access to the needed supports;

**C.6.2.13.2.3** A Discharge/Aftercare Report prior to the Discharge Meeting including a summary of services provided as well as recommendations for aftercare; and

**C.6.2.13.2.4** Participation in the Discharge Meeting for the youth to be conducted by the court appointed PO and attended by the youth and family prior to the youth's discharge.

**C.6.2.14 PLACEMENT OF YOUTH TO LESSER RESTRICTIVE OR ALTERNATIVE SUITABLE ENVIRONMENT**

**C.6.2.14.1** The Provider(s) shall send written reports to Court Social Services (CSS) and DYRS recommending that the youth be considered to a lesser restrictive environment.

**C.6.2.14.2** The Provider shall submit the written reports based on the following criteria:

**C.6.2.14.2.1** The youth has been in the FRH fifteen (15) days and scores below a 10 score on the CSS Risk Assessment Instrument (RAI), the youth successfully completes two weekend home passes without being rearrested, and the youth did not fail to appear for a court hearing.

**C.6.2.14.2.2** The youth has been in the FRH thirty (30) days and scores between 10 and 15 on the RAI, the youth successfully completes three weekend home passes without being rearrested, and the youth did not fail to appear for a court hearing.

**C.6.2.14.2.3** The youth has been in the FRH forty-five (45) days and scores 16 or above on the RAI, the youth successfully completes four weekend home passes without being rearrested, and the youth did not fail to appear for a court hearing.

**C.7 STAFFING AND STAFF ORIENTATION/TRAINING/DEVELOPMENT**

**C.7.1** The Provider(s) shall provide qualified culturally competent well-trained staff and staff development required to deliver FRH services described in Section C.7.3

**C.7.2** The Provider(s) shall provide clinical supervision of the delivery of therapeutic services and ensure that clinical services and supervision are provided by staff possessing the appropriate professional licenses or certifications.

**Staff Qualifications**

**C.7.3** .The Provider(s) shall recruit and employ staff meeting the following minimum requirements:

**C.7.3.1** Administrator - shall have a master's degree in social work or related area of study from an accredited college or university and at least five (5) years experience in the management of juvenile justice services and supervision of personnel of staff providing juvenile justice services, or a bachelor's degree in social work or a related area of study from an accredited college or university and seven (7) years experience in the management of juvenile justice services to include experience with emotionally

disturbed youth with co-occurring disorders and supervision of personnel providing juvenile justice services;

- C.7.3.2** Social Services Supervisory Staff - shall have at least a bachelor's degree in social work or related area of study from an accredited college or university and at least five (5) years experience in the management of juvenile justice services and supervision of personnel providing juvenile justice services;
- C.7.3.3** Social Services Staff (Counselors) - shall have at least a bachelor's degree in social work or related area of study from an accredited college or university and at least three (3) years experience working in juvenile justice services, or coursework in sociology, criminal justice, psychology or related field and experience with the juvenile justice population or at risk population within the last three (3) years;
- C.7.3.4** 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 if required by law;
- C.7.3.5** Facility Staff - providing monitoring and supervision and direct care shall be at least 21 years of age and shall have a high school diploma or General Equivalency Diploma (GED);
- C.7.3.6** Food Handlers - shall have a valid Food Handler's Certificate issued by the District of Columbia Department of Consumer and Regulatory Affairs.
- C.7.3.7** 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 Health Occupations Revisions Act.
- C.7.4** The Provider(s) shall ensure that the social services, professional services, and facility staff possess and maintain certifications in Cardio-Pulmonary Resuscitation (CPR) and First Aid.
- C.7.5** The Provider's staff members whose job responsibilities require driving or transporting of youth on behalf of the Provider(s) shall have a valid driver's license.

### **Staff Orientation/Development and Training**

- C.7.6** The Provider(s) shall develop a staff orientation curriculum to be utilized by the Provider(s) to conduct orientation sessions for all current and newly hired staff prior to their delivering services.

### **Staff Orientation**

- C.7.7** The Provider(s)' staff orientation curriculum shall at a minimum include twenty (20) hours of instructional training for all newly hired personnel in the following areas:
- C.7.7.1** Operating Procedures including general facility and staff personnel rules, admissions and intake procedures, residents rights and responsibilities, reporting of child abuse and neglect, daily living experiences, professional relationships with youth, behavior management, monitoring and supervision, use of restraints, grievance procedures, confidentiality and privacy of youth and youth's records, storage and administration of medications protocols, medical emergency plans, and first aid procedures;
- C.7.7.2** Population Specific Topics including the recognition and understanding of the typical developmental pathways, the underlying needs driving delinquency in the youth including the need for trauma treatment, the identification and recognition of youth strengths and needs, maintaining an atmosphere of respect with youth and avoiding confrontation with youth; and
- C.7.7.3** Service Specific Items including development of individualized service plans based on the youth's strengths and needs driving delinquency, training in identifying specific youth needs and delinquency prevention and recidivism reducing methods to address those needs, community characteristics, resources and needs, how to successfully negotiate services for children within a community-based environment; balanced and restorative justice principles, ability to work with and as a contributing member of a treatment team, family involvement, achievement of critical goals, desired outcomes of reducing delinquency and recidivism, and systems and procedures for quality assurance and evaluation of service delivery.
- C.7.8** The Provider(s)' finalized staff orientation curriculum shall be submitted for review and approval by the COTR within thirty (30) days of contract award.
- C.7.9** The Provider(s) shall provide an orientation schedule, including dates, times and locations of scheduled staff orientations to be conducted for new staff members. The schedule shall be provided in the Provider(s)' Monthly Program Report submitted the month prior to the orientation.

### **In-Service Development/Training**

- C.7.10** The Provider(s) shall provide at a minimum 40 hours of in-service training each year, coinciding with the period of performance of the HCA(s), for the social services, professional services, and facility staff performing services under the HCA(s).
- C.7.11** The Provider(s) shall submit its in-service training curriculum for review and approval by the COTR within thirty (30) days of HCA award.
- C.7.12** The Provider(s) shall submit its in-service training schedules in advance with the Provider(s)' Monthly Program Report as described C.14.5.

**C.8**            **STAFF SECURITY**

**Criminal Background Checks/Child Protection Registry Checks**

**C.8.1**            The Provider shall adhere to the following staff security requirements:

**C.8.1.1**        The Provider(s) shall ensure that all existing staff and prospective staff shall undergo a criminal background record check.

**C.8.1.2**        The Provider shall obtain the written approval of DYRS prior to employing any person who has been convicted of the following offenses:

- (a) Fraud; or
- (b) A drug-related offense.

**C.8.1.3**        The Provider(s) shall not allow employ any staff person who has a conviction for any of the following offenses:

- (a) Child abuse;
- (b) Child neglect;
- (c) Spousal abuse;
- (d) A crime against children, including child pornography; or
- (e) A crime involving violence, including but not limited to, rape, sexual assault, homicide and assault.

**C.8.1.4**        The Provider (s) shall insure that all prospective and existing staff shall undergo a child protection registry check.

**C.8.1.5**        The Provider(s) shall not employ any staff person who has been:

- (a) Identified as a possible abuser or neglecter in a currently-pending child abuse or neglect case; or
- (b) Adjudicated as the abuser or neglecter in a child abuse or neglect case.

**C.8.1.6**        The Provider(s) shall keep confidential the results of all criminal records and child protection registry checks.

**C.8.1.7** The Provider shall provide copies of the certified criminal history records and child protection registry check of Provider staff to DYRS licensing unit. DYRS shall determine the employee's suitability for performance for any conviction.

**C.8.1.8** The Provider shall conduct criminal record background checks on an annual or routine basis for the entire Provider's staff.

### **Physical Examination**

**C.8.1.9** The Provider(s) shall insure that all prospective and existing staff shall undergo a physical examination to determine their general physical condition in regards to their ability to work closely with or care for children without danger to the children.

**C.8.1.10** The Providers(s) shall obtain DYRS' licensing approval prior to permitting any staff person who tested positive for a communicable disease to provide services in the facility.

**C.8.1.11** The Provider(s) shall insure that all staff shall undergo a follow-up examination every twenty-four (24) months.

**C.8.1.12** The Provider(s) shall keep confidential all information pertaining to the physical examination.

### **Pre-Employment Test for Drug and Alcohol Use**

**C.8.1.13** The Provider(s) shall require all prospective staff to undergo a pre-employment test for drug and alcohol use.

**C.8.1.14** The Provider(s) shall give all existing staff written notice that they will implement a drug and alcohol testing program for the purposes of determining whether a staff member has used drugs or alcohol and as a result is unable to satisfactorily perform his or her duties.

**C.8.1.15** The Provider(s) shall not test any existing staff member for drug or alcohol use until thirty (30) days after providing notice.

**C.8.1.16** The Provider(s) shall obtain the results of such drug and alcohol testing prior to filing an application for an original annual license.

## **C.9 STAFF POLICIES**

**C.9.1** The Provider(s) shall develop and maintain policies and procedures that address and promote the recruitment, selection, and retention of qualified staff shall include at a minimum the following:

- C.9.1.1** Paid vacations, sick leave, employee benefits and performance evaluations;
- C.9.1.2** Provisions for the maintenance of staff records including applications, licenses, certifications, security and medical clearances, and in-service training completed;
- C.9.1.3** Provisions for verifying, confirming and maintaining documentation of satisfactory criminal background and child protection register clearance, medical examination, and negative drug and alcohol screening for employees in safety sensitive positions in accordance with District law;
- C.9.1.4** Provisions for verifying and confirming professional and personal references for new staff members;
- C.9.1.5** 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.10 OPERATING ENVIRONMENT**

**Facility Requirements/Transportation**

- C.10.1** The Provider(s) shall ensure that the FRH facility meets all the required occupancy, fire, health and sanitation codes, and any other required licensing needed to operate a FRH facility.
- C.10.2** The Provider(s)' facility shall possess a current Certificate of Occupancy and permits to operate a FRH facility, and have the capacity to house between 5 and 6 detained youth per facility.
- C.10.3** The Provider(s) shall provide a facility with a minimum of 70 square feet for single bedrooms and at least 50 square feet per person in bedrooms for two or more residents.
- C.10.4** The Provider(s)' facility shall also contain furniture in good condition, fixtures and amenities, lighting for youth to complete educational assignments, areas to facilitate counseling, group activities, recreation and a dining area that provides residents the ability to dine together, family style.
- C.10.5** The Provider(s) shall provide, upon request by the COTR, a staffing schedule that reflects a 24-hour coverage.
- C.10.6** The Provider(s) shall have at least two (2) staff persons present and on duty at all times when a resident is present in the facility.
- C.10.7** The Provider(s) shall maintain an administrative office that operates at a minimum from 9:00 am until 5:00 pm Monday through Friday, excluding holidays.

**C.10.8** The Provider(s) shall provide, upon request by the COTR, the address for an emergency housing back-up site in the event that the primary home becomes unavailable.

**C.10.9** The Provider(s) shall make all provisions for the transport of youth to scheduled appointments.

**C.10.10** The Provider(s) shall have and maintain the capacity to pick-up youth directly from the court after the youth has been court ordered into FRH placement and provide transportation back to the court for all scheduled court hearings.

**C.10.11** The Provider(s) shall provide transportation to address the transportation needs and requirements of the entire youth population residing at its facility.

**C.10.12** The Provider(s) shall ensure that all vehicles used to transport youth and staff are adequately insured and maintained for safety.

## **C.11 FOOD AND NUTRITION**

**C.11.1** The Provider(s) shall provide daily meals and snacks that are nutritionally balanced that meet established governmental health codes.

**C.11.2** The Provider shall ensure that whenever food is being prepared, handled, or served for human consumption, staff members will possess a Food Handler's Certificate. Food Handler's Certificates and current dietician approved menus shall be posted at all times in the facility.

## **C.12 QUALITY ASSURANCE PLAN**

**C.12.1** The Provider(s) shall develop and implement a quality assurance plan to provide for the constant and consistent review of the appropriateness and effectiveness of the Provider(s)' systems, processes, and procedures to provide FRH services.

**C.12.2** The Provider(s)' quality assurance plan shall at a minimum address the following:

**C.12.2.1** Range and comprehensiveness of services relative to the unique and changing needs of youth and families;

**C.12.2.2** Appropriateness of the delinquency reducing methodology utilized by the Provider(s) to meet established goals;

**C.12.2.3** Effectiveness of family involvement services;

**C.12.2.4** Participation in coordination of wraparound services with Department of Mental Health and other community-based services providers;

- C.12.2.5 The Provider(s)' staff relationship and communication with youth and family, court appointed Probation Officers, other community-based providers, and the community;
- C.12.2.6 Appropriateness of youth to staff ratio, staffing schedules, and organization of staff;
- C.12.2.7 Staff satisfaction and performance;
- C.12.2.8 Contribution of staff in-service training to improved service delivery including integration of clinical supervision in staff training;
- C.12.2.9 Maintenance and status of facility and licensing requirements;
- C.12.2.10 Operating procedures;
- C.12.2.11 Timeliness, accuracy, and utilization of data for reporting requirements;
- C.12.2.12 Organization of staff and identification of clear reporting lines regarding service delivery, in-service training and staff development and facility operations;
- C.12.2.13 Reinforcement and support expectations and expected contribution of staff with regards to service delivery;
- C.12.2.14 Insurance for consistent operations of the Provider(s)' facility;
- C.12.2.15 Assurance of the accuracy and timeliness of the Provider(s) reporting requirements, and
- C.12.2.16 Clear and objective standards for successful performance and consequences for failures to perform.

**C.13 MANAGEMENT INFORMATION SYSTEM**

- C.13.1 The Provider(s) shall provide and maintain a management information system (MIS) with the capacity and capability to gather and receive data in an accurate and timely manner to support the delivery of FRH services as described in Section C.
- C.13.2 The Provider(s)' MIS system shall at a minimum provide the capacity and capability to perform the following:
  - C.13.2.1 Maintain case record data on youth served;
  - C.13.2.2 Maintain data related to staff performance and delivery of program services.

**C.14 MEETINGS, REPORTING, RECORD KEEPING AND DOCUMENTATION REQUIREMENTS**

## **Meeting Requirements**

- C.14.1** The Provider(s) shall attend DYRS quarterly meetings.
- C.14.2** The Provider(s) shall participate in all in meetings regarding the treatment and service delivery for youth and families, including Youth Family team meetings, meetings with mental health service providers, discharge meetings, and those meetings as necessary with the court appointed Pos to update or discuss youth's ISP.

## **Reporting Requirements**

- C.14.3** The Provider(s) shall provide reports to document the delivery of services and provide for the review and analysis of services.
- C.14.4** The Provider(s)' reporting requirements shall include the following:
- C.14.4.1** Daily Population Reports in accordance with reporting format contained in Applicable Document # 1 to provide DYRS with a daily status of the Provider(s)' population.
- C.14.4.2** Youth's Monthly Progress Report for each youth placed to include documentation of services and activity for each youth during the prior month in support of the youth's ISP including the following:
- (a) Client Referral Sheet
  - (b) Case Record Checklist
  - (c) Court Orders
  - (d) Intake Summary Face/Sheet
  - (e) Date of Initial Request for Service
  - (f) Individual Service Plan and Updates
  - (g) Result of Strength and Needs Assessment
  - (h) Weekly Progress Summaries
  - (i) Closing and Discharge Summaries
  - (j) Medical/Dental Info/Parent Consent for Medical/Health Care
  - (k) Daily Progress Notes
  - (l) Unusual Incident Reports
  - (m) Goal Attainment Sheets
  - (n) Family's Responses
  - (o) On-Going Reports Detailing:
    - (1) Specific Interventions Used and Outcomes
    - (2) Notation of Every Contact
    - (3) Placement Status Determination
    - (4) Logs of Curfew and School Attendance
    - (5) Monitoring
    - (6) Pertinent Material Deemed Necessary or Important
    - (7) Mental Health Services

- (8) Educational Support Services
- (9) Recreational Activities
- (10) Independent Skills Services
- (11) Life Skills Training
- (12) Substance Abuse Education and Prevention Services
- (13) Discharge Planning Services
- (14) Other documentation relating to Grievance Reports, Child Abuse and Neglect Reports, Unusual Incident Reports and Absconder Reports.

### **Monthly Program Report**

**C.14.5** The Monthly Program Report that includes the following:

- (a) The number and types of youth placed in the FRH program;
- (b) The number of youth reunited with their families;
- (c) The number of youth not reunited with their families;
- (d) The rate of youth re-arrests;
- (e) The number of failures to appear at court;
- (f) The number of technical violations of probation;
- (g) Number of staff in-service training conducted during previous month;
- (h) Information that demonstrates the Provider(s)' efforts to identify and use individuals and agencies with expertise operating within the community to provide staff in-service as part of the Provider(s)' training curriculum;
- (i) Previous month's schedule of program activities including group sessions, facility events, and other activities including date(s) and time(s); and
- (j) Client surveys on the effectiveness of the program (client includes youth, and if applicable, natural family members and extended family members).

### **Record Keeping and Documentation**

**C.14.6** The Provider(s) shall maintain youth case records to document the delivery of services in support of the youth and family's habilitation.

**C.14.7** The Provider(s)' staff shall make timely, legible entries that have been dated and signed by the staff member making the entry.

**C.14.8** The Providers(s) shall insure that case records include, but not be limited to the following documentation:

- (a) Client Referral Sheet;
- (b) Case Record Checklist;
- (c) Court Orders;
- (d) Intake Summary Face/Sheet;
- (e) Date of Initial Request of Service;
- (f) Service Plan

- (g) Result of Strength and Needs Assessment;
- (h) Weekly Progress Summaries;
- (i) Closing and Discharge Summaries;
- (j) Psychiatric/Psychological Evaluations;

- (k) Medical/Dental Information/Parental Consent for Medical/Health Care;
- (l) Daily Progress Notes;
- (m) Unusual Incident Reports;
- (n) Goal Attainment Sheets;
- (o) Family's Responses;
- (p) On-Going Progress Reports Detailing:
- (q) Specific Interventions Used and Outcomes;
- (r) Notation of Every Contact;
- (s) Placement Status Determination;
- (t) Pertinent Material Deemed Necessary or Important; and
- (u) Logs of Curfew and School Attendance Monitoring; and, any other records required by DYRS.

**C.14.9** The Provider(s) shall ensure that each youth's case record receives maximum confidentiality and security, providing access only to authorized individuals.

**C.14.10** The Provider(s) shall provide the court appointed PO the original of all inactive case records in accordance with F.4.

**C.15 DISTRICT ESPONSIBILITIES**

DYRS will:

**C.15.1** Serve as the licensing authority to provide annual licensing to family reunification home providers.

**C.15.2** Conduct training courses in "*Handle with Care*" and "*Suicide Prevention*" for all Provider direct care staff.

**C.15.3** Inspect all facilities prior to award of a Human Care Agreement or placement of youth.

**C.15.4** The Department of Youth Rehabilitation Services will, in coordination with the District of Columbia Family Court and Court Social Services:

**C.15.5** Refer youths to the appropriate Provider(s) for placement in a family reunification home.

**C.15.6** Submit required documents for residential placement and coordinate placement of youth with designated Provider(s) while ensuring basic needs of the youth are met during the intake process.

**C.15.7** 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.15.8** 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.15.9** 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.15.10** Conduct periodic scheduled and unscheduled site visits for purposes of directly observing the provision of services and monitoring conformance to District licensing requirements, stated contract performance deliverables and compliance to the terms and conditions of this Human Care Agreement.

**.C.16**            **Deliverables**

**C.16.1** 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.

**DELIVERABLES for Base Year and Option Years 1 through 4**

| <b>Deliverable Number</b> | <b>Deliverable Name</b>  | <b>Method of Delivery</b>  | <b>Due Date</b>   |
|---------------------------|--|--|---|
| 1                         | Initial Individual Service Plans, as described in C.6.2.1.2                            | 3 hard copies and a floppy disk clearly labeled with the following:<br>- Deliverable Name<br>- Youth's Name<br>- FRH<br>- Date completed<br>- Date submitted | The initial ISP shall be completed and hard or emailed copy submitted within 3 days of admission. |
| 2                         | Policy and Procedures regarding the discipline of residents, as described in C.6.2.8.3 | 1 hard Copy via fax or e-mail clearly labeled with the following:<br>- Deliverable Name<br>- FRH<br>Date submitted   | Within thirty (30) days after HCA award   |
| 3                         | Discharge/Aftercare Report, as   | 1 hard Copy via fax or   | Submitted to the  |

|   |   |  |   |
|---|---|--|---|
|   | described in C.6.2.13.2.3   | e-mail clearly labeled with the following:<br>- Deliverable Name<br>- FRH<br>Date submitted  | COTR 5 days prior to the scheduled discharge meeting.               |
| 4 | Staff Orientation Curriculum, as described in C.7.7   | 1 hard copy and 1 soft copy clearly labeled with the following:<br>- Deliverable Name<br>- Youth's Name<br>- FRH<br>Date submitted | Submitted to the COTR within 5 days after HCA award.                |
| 5 | In-service Training Schedules, as described in C.7.12   | 1 hard copy and 1 soft copy clearly labeled with the following:<br>- Deliverable Name<br>- FRH<br>- Month<br>- Date submitted      | Submitted to the COTR within 30 days after HCA award                |
| 6 | Criminal Background Checks to include National Criminal Information Center Reports and Child Protective Services Reports (abuse and neglect), as described in C.8.1.7 | 1 hard copy for each new hire  | Submitted to DYRS Licensing staff prior to staff providing services |
| 7 | Quality Assurance Plan, as described in C.12.2  | 1 hard copy and 1 soft copy clearly labeled with the following:<br>- Deliverable Name<br>- FRH<br>- Month<br>- Date submitted      | Submitted to the COTR within 30 days after HCA award                |
| 8 | Daily Population Report, as described in C.14.4.1   | 1 hard Copy via fax or e-mail clearly labeled with the following:<br>- Deliverable Name<br>- FRH<br>- Date submitted               | Submitted to the COTR daily by 10:30 a.m.                           |
| 9 | Youth Monthly Progress Report, as described in  | 3 hard copies and a floppy disk clearly labeled with the   | Submitted on the 10 <sup>th</sup> day of each month                 |

|    |  |  |   |
|----|--|--|---|
|    | C.14.4.2   | following:<br>- Deliverable Name<br>- Youth's Name<br>- FRH<br>- Date submitted                                      |   |
| 10 | Monthly Program Report, as described in C.14.5                   | 1 hard Copy clearly labeled with the following:<br>- Deliverable Name<br>- FRH<br>- Month<br>- Date submitted        | Submitted on the 10 <sup>th</sup> day of each month                 |
| 11 | Inactive Youth Case Records, in accordance with C.14.10          | Hard copy youth case record  | Submitted within 10 days of the youth's discharge                   |
| 12 | Child Abuse and Neglect Report, in accordance with C.14.4.2 (14) |  | Submitted to DYRS Licensing staff prior to staff providing services |
| 13 | Unusual Incident Report, in accordance with C.14.4.2 (14)        | 1 hard copy clearly labeled with the following:<br>- Deliverable Name<br>- Youth's Name<br>- FRH<br>- Date submitted | Submitted by the end of the shift in which the occurrence occurred  |
| 14 | Absconder Report, in accordance with C.14.4.2 (14)               | 1 hard copy clearly labeled with the following:<br>- Deliverable Name<br>- Youth's Name<br>- FRH<br>- Date submitted | By the end of the shift in which the occurrence took place          |

**C.17 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 1905.6, as amended which is incorporated into this Agreement as Attachment 3.

**C.18 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 as Attachment 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 Services Group  
441-4<sup>th</sup> Street, N.W., Suite 700S  
Washington, D.C. 20001  
Telephone Number: 202-724-5194 Facsimile Number: 202-727-0245

## **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:

To BE Determined  
Department of Youth Rehabilitation Services  
Resource Management and Utilization Division  
450 H Street, NW  
Washington, DC 20001

## **E.3 Contact Person**

For information concerning this Human Care Agreement, contact:

Dwight Hayes  
Contract Specialist  
Office of Contracting and Procurement  
441-4<sup>th</sup> Street, N.W. Suite 700 South  
Washington, D. C. 20001  
Telephone Number: (202) 724-4984  
Facsimile Number: (202) 727-5580  
E-Mail: dwight.hayes@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  
64 New York Avenue, N.E.  
Washington, D.C. 20002

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

District of Columbia Public Schools  
Division of Finance  
ATTN: Special Education Placement Unit  
825 N. Capitol Street, N.E.  
Washington, D.C. 20002

**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 as Attachment 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:**

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

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

Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.

4. Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$1,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$3,000,000 annual aggregate.

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

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

B. DURATION. The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

C. LIABILITY. These are the required minimum insurance requirements established by the District of Columbia. HOWEVER, THE REQUIRED MINIMUM INSURANCE REQUIREMENTS PROVIDED ABOVE, WILL NOT IN ANY WAY LIMIT THE CONTRACTOR'S LIABILITY UNDER THIS CONTRACT.

D. CONTRACTOR'S PROPERTY. Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**F.10.1 CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in Section F.10 prior to commencing work. Evidence of insurance shall be submitted to:

Dwight Hayes - Contract Specialist  
Office of Contracting and Procurement  
441-4<sup>th</sup> Street, N.W. Suite 700 South  
Washington, D. C. 20001  
Telephone Number: (202) 724-5278  
Facsimile Number: (202) 727-0245  
E-Mail: dwight.hayes@dc.gov

- E. MEASURE OF PAYMENT. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price.
- F. NOTIFICATION. The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

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

- F.11.1** The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision 8, dated May 26, 2009 issued by the U.S. Department of Labor in accordance with the Service Agreement Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this Agreement as Attachment 4. 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.
- l. 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

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

Fax: \_\_\_\_\_

If to the Covered Entity, to

\_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

Attention: \_\_\_\_\_

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.16.8 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](http://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](http://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.13.7** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*
- F.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
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) 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 as Attachment 1.

- 2) OCP Form 1900, Human Care Agreement Provider's Qualifications Record (completed and executed), which is incorporated into this Human Care Agreement as Attachment 2.
- 3) 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 3.
- 4) U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 8, dated May 26, 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 4.
- 5) DYRS Document, DYRS Residential Monitoring Plan and Protocol Monitoring (Applicable to Providers located in the District only), which is incorporated into this Human Care Agreement as Attachment 5.
- 6) DYRS Document, Juvenile Home Visitation Guidelines, which is incorporated into this Human Care Agreement as Attachment 6.
- 7) DYRS Policy and Procedures, Process for Reporting Unusual Incidents, which is incorporated into this Human Care Agreement as Attachment 7.
- 8) Office of Tax and Revenue, Office of the Chief Financial Officer, Tax Certification and FR500 Combined Business Tax Registration Application, which is incorporated into this Human Care Agreement as Attachment 8.
- 9) Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985, which is incorporated into this Human Care Agreement as Attachment 9.
- 10) First Source Employment Agreement, which is incorporated into this Human Care Agreement as Attachment 10.