

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



October 23, 2009

Re: District of Columbia Human Care Agreements: Medical Staffing Support Services

Dear Prospective Providers:

The Human Care Agreement process allows the District to identify and pre-qualify prospective Providers for numerous services, including medical staffing support services, to meet the District's needs, pursuant to 27 DCMR, Chapter 19, Section 1905.6, as amended. Medical Staffing Support 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:

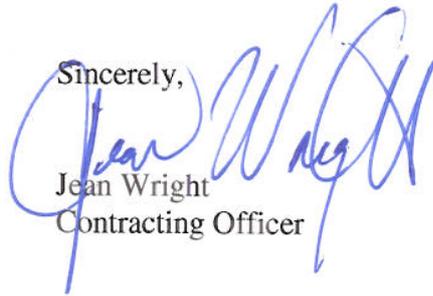
1. Human Care Agreement Contractor Qualification Record (CQR), OCP Form 1900" (Attachment F.16.2) including supporting documentation is required to be submitted for consideration to receive a Human Care Agreement. The CQR and supporting documentation must provide the District, sufficient information to determine the Provider's financial and professional responsibility to provide the required medical staffing support 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 thru 13 to document its proposed service rates for medical staffing support services, as indicated in the attached solicitation;
3. All compliance documents in Attachments F.16.5, F.16.6, and F.16.8 listed in Section F.16 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.

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-0002: "Medical Staffing Support 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 23, 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

SOLICITATION, OFFER, AND AWARD		1. Caption Medical Staffing Support Services		Page of Pages 1 49	
2. Contract Number	3. Solicitation Number DCJZ-2010-H-0002	4. Type of Solicitation <input type="checkbox"/> Sealed Bid (IFB) <input type="checkbox"/> Sealed Proposals (RFP) <input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Human Care Agreements <input type="checkbox"/> Emergency		5. Date Issued 10/23/2009	6. Type of Market <input checked="" type="checkbox"/> Open <input type="checkbox"/> Set Aside <input type="checkbox"/> Open with Sub-Contracting Set Aside
7. Issued By: Office of Contracting and Procurement Human Care Services Group 441-4th Street, NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441-4th Street, NW, Suite 703 South 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 20001 until 2:00 P.M. local time 23-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 Dwight Hayes	B. Telephone			C. E-mail Address dwight.hayes@dc.gov
		(Area Code) 202	(Number) 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 13	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	14 TO 32	J	List of Attachments		
x	D	Delivery and Performance	33 to 34	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Service Administration	35 to 37	K	Representations, certifications and other statements of offerors		
X	F	Agreement Clauses	38 TO 49				
	G	Contract Administration Data		L	Instructions, conditions & notices to offerors		
	H	Special Contract Requirements		M	Evaluation factors for award		

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 (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

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1. CONTRACT NUMBER	2. REQUISITION/PURCHASE REQUEST NO.	3. PURCHASE ORDER/TASK ORDER NUMBER	4. DATE OF AWARD
5. ISSUED BY Office of Contracting and Procurement Human Care Services Group 441-4 th Street, NW, Suite 700 South Washington, D.C. 20001		6. ADMINISTERED BY (If other than Item 5) Department of Youth and Rehabilitation Services 450 H Street, N.W. Washington, D.C. 20001	

7. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. street, county, state and ZIP Code)

8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department of Youth and Rehabilitation Services Post Office Box 54047, Room 1702 Washington, D.C. 20032-0247	9. DISTRICT SHALL SEND ALL PAYMENTS TO:
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10. DESCRIPTION OF HUMAN CARE SERVICE AND COST

ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE	TOTAL SERVICE	SERVICE RATE	TOTAL AMOUNT
		Registered Nurse I Registered Nurse II Certified Registered Nurse Practitioner Certified Nursing Assistant Medical Assistant Medical Record Technician Licensed Practical Nurse Physician's Assistant			SEE ATTACHED SCHEDULE B	
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						\$

11. 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):	C. Signature:	D. Date:
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12. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: Date of Award	Ending Date: Twelve months thereafter
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 of this document. *The Provider/Contractor is required to sign and return two originals of this document to the Contracting Officer of the Issuing Office stated in Item No. 5 of page 1 of this document.* The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement; (b) the *STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS*, dated 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.

13. FOR THE PROVIDER/CONTRACTOR		14. FOR THE DISTRICT OF COLUMBIA	
A. Name and Title of Signer (Type or print) Name: Title:		A. Name of Contracting Officer (Type or print) Name: Jean Wright Title: Contracting Officer	
B. Signature of PROVIDER/CONTRACTOR, or representative:		B. Signature of CONTRACTING OFFICER:	
C. Date:		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 Price Schedule

B.2.1 BASE YEAR

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0001	Registered Nurse I		
0001A	Day	Per Hour	\$
0001AA	Evening/Nights	Per Hour	\$
0001AB	Holiday (Day)	Per Hour	\$
0001AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0002	Registered Nurse II		

0002A	Day	Per Hour	\$
0002AA	Evening/Nights	Per Hour	\$
0002AB	Holiday (Day)	Per Hour	\$
0002AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0003	Certified Registered Nurse Practitioner		
0003A	Day	Per Hour	\$
0003AA	Evening/Nights	Per Hour	\$
0003AB	Holiday (Day)	Per Hour	\$
0003AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0004	Certified Nursing Assistant		
0004A	Day	Per Hour	\$
0004AA	Evening/Nights	Per Hour	\$
0004AB	Holiday (Day)	Per Hour	\$
0004AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0005	Medical Assistant		
0005A	Day	Per Hour	\$
0005AA	Evening/Nights	Per Hour	\$
0005AB	Holiday (Day)	Per Hour	\$
0005AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0006	Medical Records Technician		
0006A	Day	Per Hour	\$
0006AA	Evening/Nights	Per Hour	\$
0006AB	Holiday (Day)	Per Hour	\$
0006AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0007	Licensed Practical Nurse		
0007A	Day	Per Hour	\$
0007AA	Evening/Nights	Per Hour	\$
0007AB	Holiday (Day)	Per Hour	\$
0007AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
0008	Physician's Assistant		
0008A	Day	Per Hour	\$
0008AA	Evening/Nights	Per Hour	\$
0008AB	Holiday (Day)	Per Hour	\$
0008AC	Holiday Evening/Nights	Per Hour	\$

B.2.2

OPTION YEAR 1

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
101	Registered Nurse I		
101A	Day	Per Hour	\$
101AA	Evening/Nights	Per Hour	\$
101AB	Holiday (Day)	Per Hour	\$
101AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
102	Registered Nurse II		
102A	Day	Per Hour	\$
102AA	Evening/Nights	Per Hour	\$
102AB	Holiday (Day)	Per Hour	\$
102AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
103	Certified Registered Nurse Practitioner		
103A	Day	Per Hour	\$
103AA	Evening/Nights	Per Hour	\$
103AB	Holiday (Day)	Per Hour	\$
103AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
104	Certified Nursing Assistant		
104A	Day	Per Hour	\$
104AA	Evening/Nights	Per Hour	\$
104AB	Holiday (Day)	Per Hour	\$
104AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
105	Medical Assistant		
105A	Day	Per Hour	\$
105AA	Evening/Nights	Per Hour	\$
105AB	Holiday (Day)	Per Hour	\$
105AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
106	Medical Records Technician		
106A	Day	Per Hour	\$
106AA	Evening/Nights	Per Hour	\$
106AB	Holiday (Day)	Per Hour	\$
106AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
107	Licensed Practical Nurse		
107A	Day	Per Hour	\$
107AA	Evening/Nights	Per Hour	\$
107AB	Holiday (Day)	Per Hour	\$
107AC	Holiday Evening/Nights	Per Hour	\$

B.2.3

OPTION YEAR 2

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
201	Registered Nurse I		
201A	Day	Per Hour	\$
201AA	Evening/Nights	Per Hour	\$
201AB	Holiday (Day)	Per Hour	\$
201AC	Holiday Evening/Nights	Per Hour	\$
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
202	Registered Nurse II		
202A	Day	Per Hour	\$
202AA	Evening/Nights	Per Hour	\$
202AB	Holiday (Day)	Per Hour	\$
202AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
203	Certified Registered Nurse Practitioner		
203A	Day	Per Hour	\$
203AA	Evening/Nights	Per Hour	\$
203AB	Holiday (Day)	Per Hour	\$
203AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
204	Certified Nursing Assistant		
204A	Day	Per Hour	\$
204AA	Evening/Nights	Per Hour	\$
204AB	Holiday (Day)	Per Hour	\$
204AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
205	Medical Assistant		
205A	Day	Per Hour	\$
205AA	Evening/Nights	Per Hour	\$
205AB	Holiday (Day)	Per Hour	\$
205AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
206	Medical Records Technician		
206A	Day	Per Hour	\$
206AA	Evening/Nights	Per Hour	\$
206AB	Holiday (Day)	Per Hour	\$
206AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
207	Licensed Practical Nurse		
207A	Day	Per Hour	\$
207AA	Evening/Nights	Per Hour	\$
207AB	Holiday (Day)	Per Hour	\$
207AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
208	Physician's Assistant		
208A	Day	Per Hour	\$
208AA	Evening/Nights/	Per Hour	\$
208AB	Holiday (Day)	Per Hour	\$
208AC	Holiday Evening/Nights	Per Hour	\$

B.2.4 OPTION YEAR 3

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
301	Registered Nurse I		
301A	Day	Per Hour	\$
301AA	Evening/Nights	Per Hour	\$
301AB	Holiday (Day)	Per Hour	\$
301AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
302	Registered Nurse II		
302A	Day	Per Hour	\$
302AA	Evening/Nights	Per Hour	\$
302AB	Holiday (Day)	Per Hour	\$
302AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
303	Certified Registered Nurse Practitioner		
303A	Day	Per Hour	\$
303AA	Evening/Nights	Per Hour	\$
303AB	Holiday (Day)	Per Hour	\$
303AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE	SERVICE UNIT	SERVICE RATE
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	DESCRIPTION		
304	Certified Nursing Assistant		
304A	Day	Per Hour	\$
304AA	Evening/Nights	Per Hour	\$
304AB	Holiday (Day)	Per Hour	\$
304AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
305	Medical Assistant		
305A	Day	Per Hour	\$
305AA	Evening/Nights	Per Hour	\$
305AB	Holiday (Day)	Per Hour	\$
305AC	Holiday Evening/Nights	Per Hour	\$
CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
306	Medical Records Technician		
306A	Day	Per Hour	\$
306AA	Evening/Nights	Per Hour	\$
3006AB	Holiday (Day)	Per Hour	\$
306AC	Holiday Evening/Nights	Per Hour	\$

LIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
307	Licensed Practical Nurse		
307A	Day	Per Hour	\$
307AA	Evening/Nights	Per Hour	\$
307AB	Holiday (Day)	Per Hour	\$
307AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE	SERVICE UNIT	SERVICE RATE
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	DESCRIPTION		
308	Physician's Assistant		
308A	Day	Per Hour	\$
308AA	Evening/Nights	Per Hour	\$
308AB	Holiday (Day)	Per Hour	\$
308AC	Holiday Evening/Nights/Weekend s	Per Hour	\$
309AC	Holiday Evening/Nights	Per Hour	\$

B.2.5

OPTION YEAR 4

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
401	Registered Nurse I		
401A	Day	Per Hour	\$
401AA	Evening/Nights	Per Hour	\$
401AB	Holiday (Day)	Per Hour	\$
401AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
402	Registered Nurse II		
402A	Day	Per Hour	\$
402AA	Evening/Nights	Per Hour	\$
402AB	Holiday (Day)	Per Hour	\$
402AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
403	Certified Registered Nurse Practitioner		
403A	Day	Per Hour	\$
403AA	Evening/Nights	Per Hour	\$
403AB	Holiday (Day)	Per Hour	\$
403AC	Holiday Evening	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
404	Certified Nursing Assistant		
404A	Day	Per Hour	\$
404AA	Evening/Nights	Per Hour	\$
404AB	Holiday (Day)	Per Hour	\$
404AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
405	Medical Assistant		
405A	Day	Per Hour	\$
405AA	Evening/Nights	Per Hour	\$
405AB	Holiday (Day)	Per Hour	\$
405AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
406	Medical Records Technician		
406A	Day	Per Hour	\$
406AA	Evening/Nights	Per Hour	\$
406AB	Holiday (Day)	Per Hour	\$
406AC	Holiday Evening/Nights	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
407	Licensed Practical Nurse		
407A	Day	Per Hour	\$
407AA	Evening/Nights	Per Hour	\$
407AB	Holiday (Day)	Per Hour	\$
407AC	Holiday Evening/Night	Per Hour	\$

CLIN	SERVICE DESCRIPTION	SERVICE UNIT	SERVICE RATE
408	Physician's Assistant		
408A	Day	Per Hour	\$
408AA	Evening/Nights	Per Hour	\$
408AB	Holiday (Day)	Per Hour	\$
408AC	Holiday Evening/Night	Per Hour	\$

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 subsections C.6.2.1.1 through C.6.2.1.6.
- C.1.2** DYRS seeks Providers licensed in the District of Columbia to provide registered nurses I and II, certified registered nurse practitioners, licensed practical nurses, certified nursing assistants, medical record technicians, nursing assistants, medical assistants, and physician assistants to provide medical services to District residents and eligible persons under the care of DYRS.
- C.1.3** DYRS needs access to health care professionals capable of providing a full range of medical services, including initial medical screenings, full complement of diagnostic and assessment services and treatment for minor acute illnesses and injuries as well as urgent, emergency and chronic care. The Provider's staff shall be prepared to perform routine and emergency care at locations utilized by DYRS for the care of residents and eligible persons. Providers shall perform all work, and furnish all labor necessary for the performance of each task order as specified in the terms and conditions delineated in the statement of work under this human care agreement.
- C.1.4** Medical professionals who provide services under the resulting human care agreements are required to be licensed under the D.C. Health Occupation Revision Act of 1985, effective March 25, 1986(D.C. Law 6-99), D.C. Code, Section 2-3301.4.

C.2 Background

- C.2.1** DYRS is responsible for the delivery of services to youth involved in the District's juvenile justice system. DYRS provides medical services twenty-four (24) hours a day, seven (7) days a week to pre-trial and pre-dispositional youth in secure detention. Youth charged as Persons in Need of Services or Supervision (PINS) may also be confined and receive medical services. DYRS also provides medical care to committed youth in secure confinement.
- C.2.2** It is the mission of DYRS to empower youth entrusted to its care to become lawful, competent, and productive citizens while manifesting itself in the District of Columbia as a contributor to the transformation of all youth, families, and communities by providing an integrated system of care, and services involving youth, family, and community. The medical services sought in this solicitation are essential in the development of an integrated system of care that is capable of supporting the diverse treatment and rehabilitative needs of the youth.

C.2.3 In 1986, the District entered into a Court approved Consent Decree known as the Jerry M. Consent Decree. The provisions of the Consent Decree, including subsequent court orders are comprehensive, influencing most all aspects of DYRS’s operations, including health care. The specific provisions of the Jerry M. Consent Decree relevant to the delivery of medical and health care can be found in Section VIII, Medical Services, of the Jerry M. Consent Decree (Applicable Document #1). The provisions of the Consent Decree were incorporated into the Jerry M. Work Plan in January, 2008 and now constitute the specific requirements for medical service deliver as indicated in Goal VIII.

C.3 Applicable Documents

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

Item No.	Document Type	Title	Date
1	Consent Decree	<u>Jerry M., et al., v. District of Columbia, et al., Final Approved Amended Comprehensive Work Plan Goal VIII.</u>	Final (Revised to incorporate 12/12/07 Order, 7/16/08 Orders and 4/1/08 Order
2	Industry Standards	American Public Health Association’s (APHA) Standards for Correctional Institutions Information on how to obtain this document can be found at: http://www.apha.org 801 I Street NW Washington, DC 20001-3710 (202) 777-APHA	
3	D.C. Law 6-99	<i>D.C. Health Occupation Revision Act of 1985</i> D.C. Law: Information on how to obtain this document can be found at: http://os.dc.gov/os Office of Documents and Administrative Issuances 441 4th Street, NW, Suite 520S Washington, DC 20001 202 727-5090	3/25/86

C.4 Definitions

- C.4.1 Provider** - A consultant, vendor or provider of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into contractual agreement with the District of Columbia
- C.4.2 Qualified Personnel** - Persons holding official credentials, accreditation, registration, certification, or licenses issued by their jurisdiction, such as administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists or audiologists, pharmacists, patient activity specialists, psychologists and professional counselors, and social workers.

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 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 Method of Delivery of Services

C.6.1 District Responsibilities

The Department of Youth Rehabilitation Services (DYRS) will:

- C.6.1.2** Review resumes of potential employees before employee reports to assigned duties to ensure Provider's staff meets minimum knowledge, skills, and qualification requirements.
- C.6.1.3** Conduct orientation sessions for each registered nurse/nurse practitioner consisting of supervised on the job training.
- C.6.1.4** Conduct (8) hours of classroom trainings for "Suicide Prevention" and "Safe Crisis Management" training" to all Provider staff providing services under this human care agreement.
- C.6.1.5** Supply the Provider with a weekly schedule detailing the number and designated location of staff needed at least one week in advance.
- C.6.1.5** Be responsible for the effective care coordination of each youth for medical services.

C.6.1.6 Provide facility, equipment, materials and other things required for the execution of the work in fulfillment of the human care agreement task order.

C.6.2 **Provider Staff Requirements**

C.6.2.1 The Provider shall provide qualified staff on an as needed basis including days, evenings/nights, holidays day, holidays evenings/nights perform duties which include the following:

C.6.2.1.1 **Registered Nurses**

C.6.2.1.1.1 Review the health status of residents and documents any change(s) and informs the Nurse Practitioner, Physician's Assistant, or the Physician.

C.6.2.1.1.2 In collaboration with the Supervisory Medical Officer and other health care personnel is responsible for maintaining a comprehensive record system that provides a complete up-to-date report on the health status of each youth.

C.6.2.1.1.3 Retrieve Request for Care (RFC) forms from the units/pods, or other locations where RFC's are located and schedule youth to be seen within 24-hours.

C.6.2.1.1.4 Be responsible for comprehensive medical assessment of youth according to nursing practice standards.

C.6.2.1.1.5 Provide health counseling and teaching to clients individually and in groups on such subjects as sex education, birth control and family planning, and counsel parents of youth when indicated.

C.6.2.1.1.6 Coordinate triage with Certified Nursing Assistants to accomplish duties within the shift: vital signs, making appointments, scheduling requests.

C.6.2.1.1.7 Monitors the administration of medications and the giving of treatments.

C.6.2.1.1.8 Identifies training needs of all nursing personnel and direct care staff and makes recommendations to the Site Coordinator.

C.6.2.1.1.9 Works as part of the medical team to maintain an OSHA safe and health-promoting medical unit.

C.6.2.1.1.10 Responds to and assesses emergency health needs of youth, staff and visitors according to the Emergency Response Policy.

- C.6.2.1.1.11** Collaborates on a daily basis with all staff such as Physicians, Teachers, Social Workers, Psychologists, Security Staff and external providers to accomplish the medical plans of care and ensure continuity of care.
- C.6.2.1.1.12** Provides nursing coordination for youth with chronic health conditions, immunizations, and youth with infectious diseases.
- C.6.2.1.1.13** Responsible for scheduling comprehensive annual physical examinations.
- C.6.2.1.1.14** Responsible for obtaining consent from parents/legal guardians for specialized medications and treatments.
- C.6.2.1.1.15** Performs other related duties as assigned by the Site Coordinator.

C.6.2.1.2 **Certified Registered Nurse Practitioners**

- C.6.2.1.2.1** Participate in the planning of facility-based nursing programs.
- C.6.2.1.2.2** Develop standards of nursing care and monitors the quality of care daily.
- C.6.2.1.2.3** Coordinate nursing care activities.
- C.6.2.1.2.4** Participate in the delivery and coordination of medical/nursing services at DYRS medical clinics, especially evenings, nights and weekends.
- C.6.2.1.2.5** Advise subordinates and develops corrective action plans for systemic deficiencies.
- C.6.2.1.3.6** Interpret and implement established policies and procedures.
- C.6.2.1.3.7** Serve as a member of assigned nursing committees.

C.6.2.1.3 **Licensed Practical Nurses**

- C.6.2.1.3.1** Review the health status of residents and documents any change(s) and informs the advanced level provider.
- C.6.2.1.3.2** In collaboration with the Supervisory Medical Officer and other health care personnel is responsible for maintaining a comprehensive record system that provides a complete up-to-date report on the health status of each youth.
- C.6.2.1.3.3** Retrieve Request for Care (RFC) forms from the units/pods, or other locations where RFC's are located and schedule youth to be seen within 24-hours.

- C.6.2.1.3.4 Be responsible for comprehensive medical assessment of youth according to nursing practice standards.
- C.6.2.1.3.5 Provide health counseling and teaching to clients individually and in groups on such subjects as sex education, birth control and family planning and counsel parents of youth when indicated.
- C.6.2.1.3.6 Monitors the administration of medications and the giving of treatments
- C.6.2.1.3.7 Identifies training needs of all nursing personnel and direct care staff and makes recommendations to the Site Coordinator.
- C.6.2.1.3.8 Works as part of the medical team to maintain an OSHA safe and health-promoting medical unit.
- C.6.2.1.3.9 Collaborates on a daily basis with all staff such as Physicians, Teachers, Social Workers, Psychologists, Security Staff and external providers to accomplish the medical plans of care and ensure continuity of care.
- C.6.2.1.3.10 Responds to and assesses emergency health needs of youth, staff and visitors according to the Emergency Response Policy.
- C.6.2.1.3.11 Provides nursing coordination for youth with chronic health conditions, immunizations, and youth with infectious diseases.
- C.6.2.1.3.12 Responsible for scheduling comprehensive annual physical examinations.
- C.6.2.1.3.13 Responsible for obtaining informed consent from parents/legal guardians for specialized medications and treatments.
- C.6.2.1.3.14 Support nurse to the Registered Nurse on duty. Reports any clinical abnormalities or concerns to the registered nurse.
- C.6.2.1.3.15 Performs other related duties as assigned by the Site Coordinator..
- C.6.2.1.4 **Medical Assistant**
- C.6.2.1.4.1 Assist with patient treatment and physical exams.
- C.6.2.1.4.2 Check patient vital signs and blood pressure.
- C.6.2.1.4.3 Sterilize and prepare medical instruments.
- C.6.2.1.4.4 Perform a variety of patient care, office, and laboratory duties to assist in

day-to-day operations with doctors, physician assistants or nurses.

C.6.2.1.4.5 Report any damaged or malfunctioning equipment promptly to responsible clinic staff.

C.6.2.1.4.6 Assist with tidying in the medical clinic to maintain a clean and healthy environment.

C.6.2.1.4.7 Perform other duties as assigned.

C.6.2.1.5 **Medical Records Technician**

C.6.2.1.5.1 Be responsible for the ongoing implementation and administration of DYRS's medical records in accordance with APHA Standards of Correctional Institutions (Applicable Document 2).

C.6.2.1.5.2 Monitor the daily management of the medical records.

C.6.2.1.5.3 Serve as the lead person on managing client files and client information.

C.6.2.1.5.4 Assist in the development of medical records policies and procedures for DYRS storage and retrieval of records.

C.6.2.1.5.5 Implement records retrieval system in cooperation with DYRS managers in response to confidential inquiries.

C.6.2.1.5.6 Review quality assurance reports relative to the condition of the medical files on clients.

C.6.2.1.5.7 Alert supervisory medical officer of any problems regarding the management of medical records.

C.6.2.1.5.8 Establish and maintain collaborative relationships with medical clerks at all DYRS units.

C.6.2.1.6 **Physician Assistant**

C.6.2.1.6.1 Conduct daily sick call, interview patients, establish diagnostic impressions, record signs and symptoms and request appropriate laboratory procedures, treatment and medications for routine illnesses.

C.6.2.1.6.2 Assist the physician in performing more complex diagnoses and treatments.

C.6.2.1.6.3 Conduct patient histories and physicals in accordance with APHA Standards of Correctional Institutions (Applicable Document 2).

- C.6.2.1.6.4** Initiate appropriate evaluation and management in emergency situations including, but not limited to, cardiac arrest, respiratory distress, severe injuries, burns and hemorrhage.
- C.6.2.1.6.5** Perform minor surgical procedures including, but not limited to, suturing lacerations, incision and drainage and performing bladder catheterizations.
- C.6.2.1.6.6** Administer medications, intravenous fluids and injections as directed by a physician and assist in preliminary interpretation of laboratory data and radiographs.
- C.6.2.1.6.7** Provide some aspects of nursing care to patients as directed by a physician including dispensing or administration of medications, including, but not limited to, narcotics and antibiotics, orally, rectally, topically or parenterally.
- C.6.2.1.6.8** Assist patients in physical therapy as prescribed.
- C.6.2.1.6.9** Maintain current, accurate and complete medical records reflecting the conditions of the patient and status of medical care and treatment rendered.
- C.6.2.1.6.10** Monitor patients for any adverse reactions or changes in status and reporting these changes to the attending physician.
- C.6.2.1.6.11** Assist the physicians on daily ward rounds and assure orders are carried out as directed.
- C.6.2.1.6.12** Supervise the preparation of laboratory specimens and assure the timely delivery and return of test results and the recording and dissemination of the information.
- C.6.2.2** Upon request, providers shall submit resumes, for DYRS approval, of each staff member providing services under this Human Care Agreement. Resumes shall be available for review to ensure provider's staff meet the following minimum knowledge, skills and qualifications requirements:
 - C.6.2.1.1** **Registered Nurses:**
 - C.6.2.1.1.1** Possess accreditation from a professional school of nursing approved by the official accreditation body for the state, the District of Columbia. Acceptable nursing programs include Bachelors of Science or high degree programs in nursing, diploma programs in nursing and associate degree programs in nursing.
 - C.6.2.1.1.2** Be in possession of a current District of Columbia (DC) Registered Nurses

license and free from disciplinary actions.

- C.6.2.1.1.3** Knowledge of Federal and State specific legislation and court orders that apply to mandated programs, which are provided in a clinical setting.
- C.6.2.1.1.4** Knowledge of current medical management and the ability to interpret treatment regime to patients, families and significant others.
- C.6.2.1.1.5** Knowledge of routine and special drugs including normal dosage, administration, action, interaction and adverse reactions.
- C.6.2.1.1.6** Knowledge and skill in application of the team approach in providing patient care..
- C.6.2.1.1.7** Capability in evaluating the effectiveness of the nursing care plan and amassing appropriate changes in accordance with APHA Standards of Correctional Institutions (Applicable Document 2).
- C.6.2.1.1.8** Knowledge of community resources in order to provide continuity of patient care.
- C.6.2.1.1.9** At least two (2) years of continuous clinical medical/surgical experience in a health care setting.
- C.6.2.1.1.10** Possess a current Basic Care Life Support (BCLS)/CPR card with valid expiration date.
- C.6.2.1.1.11** Have at least two (2) years experience in clinical medicine.
- C.6.2.1.1.12** Possess CPR Certification.
- C.6.2.1.1.13** Possess knowledge of pharmaceutical nursing guidelines.
- C.6.2.1.1.14** . Possess skills, including certification where appropriate in life support techniques.
- C.6.2.1.2** **Certified Registered Nurse Practitioners:**
 - C.6.2.1.2.1** Possess accreditation from a professional school of nursing approved by the official accreditation body for the state, the District of Columbia. Acceptable nursing programs include Bachelors of Science or high degree programs in nursing, diploma programs in nursing and associate degree programs in nursing.
 - C.6.2.1.2.2** Possess comprehensive knowledge of the full range of primary health care nursing principles, practices and procedures applied in providing services in secure residential facilities.

- C.6.2.1.2.3** Be certified as a nurse practitioner by the American Nurses Credentialing Center or other recognized national certifying bodies that have established standards for nurse practitioners.
- C.6.2.1.2.4** Skills in evaluating the effectiveness of the nursing care plan and amassing appropriate changes in accordance with APHA Standards of Correctional Institutions (Applicable Document 2).
- C.6.2.1.2.5** Knowledge of current medical management and the ability to interpret treatment regime to patients, families and significant others.
- C.6.2.1.2.6** Possess the ability to provide preventive care to healthy individuals including guidance in nutrition, common illnesses, child growth and development.
- C.6.2.1.2.7** Knowledge of routine and special drugs including normal dosage, administration, action, interaction and adverse reactions.
- C.6.2.1.2.8** Possess the ability to take medical histories, conducts/physical examinations, and interpret and communicate results of laboratory tests.
- C.6.2.1.2.9** Possess the ability to provide preventive care to healthy individuals including guidance in nutrition, common illnesses, child growth and development.
- C.6.2.1.2.10** Possess the knowledge of and the ability to treat chronic health problems such as hypertension, asthma and diabetes in clinic settings.
- C.6.2.1.3 Licensed Practical Nurses**
 - C.6.2.1.3.1** Be in possession of a current District of Columbia (DC) Licensed Practical Nurses license and free from disciplinary actions.
 - C.6.2.1.3.2** Knowledge and skill in application of the team approach in providing patient care.
 - C.6.2.1.3.3** Knowledge of Federal and State specific legislation and court orders that apply to mandated programs, which are provided in a clinical setting.
 - C.6.2.1.3.4** Knowledge of current medical management and the ability to interpret treatment regime to patients, families and significant others.
 - C.6.2.1.3.5** Knowledge of routine and special drugs including normal dosage, administration, action, interaction and adverse reactions.
 - C.6.2.1.3.6** Possess skills in life support techniques.

C.6.2.1.3.7 Skills in evaluating the effectiveness of the nursing care plan and amassing appropriate changes in accordance with APHA Standards of Correctional Institutions (Applicable Document 2).

C.6.2.1.3.8 Have at least two (2) years experience in clinical medicine.

C.6.2.1.3.9 At least two (2) years of continuous clinical medical/surgical experience in a health care setting.

C.6.2.1.3.10 Possess a current Basic Care Life Support (BCLS)/CPR card with valid expiration date.

C.6.2.1.4 **Certified Nursing Assistant**

C.6.2.1.4.1 Ability to take residents' vital signs, temperature, pulse and respiration. Report to Physician Assistants and other medical staff.

C.6.2.1.4.2 Ability to provide a complete up-to-date report of the health status as needed on the resident, in collaboration with physician and other health care personnel.

C.6.2.1.4.3 Ability to perform routine admission screenings specific to the facility such as audio and vision screenings, urinalysis dipstick, check vital signs and report to the Registered Nurse, Physician Assistant and Physician.

C.6.2.1.4.4 Ability to follow prepared worksheet for the day.

C.6.2.1.4.5 Ability to assist health care professionals to support and meet the needs of the consumer population such as with emergency and routine treatments.

C.6.2.1.4.6 Skill in communicating with the health care team any changes in medical condition verbalized by resident(s).

C.6.2.1.4.7 Must have a high school diploma or GED certificate with proof of completion of basic nursing assistant consistent with District of Columbia certification requirements or completion of a state examination that includes clinical requirements.

C.6.2.1.4.8 Have a current DC certificate as a Certified Nursing Assistant (CNA).

C.6.2.1.4.9 Have a current Basic Care Life Support (BCLS)/CPR card with valid expiration date.

C.6.2.1.5 **Medical Assistant**

- C.6.2.1.5.1** Graduate of a formal program in medical assisting including, but not limited to, a program offered in vocational-technical high school, post secondary vocational school, community and junior college, or in a college or university.
- C.6.2.1.5.2** Knowledge of laboratory techniques, clinical and diagnostic procedures, pharmaceutical principles, medication administration, and first aid.
- C.6.2.1.5.3** General knowledge of office practices, patient relations, medical law, and ethics.
- C.6.2.1.5.4** Ability to follow prepared worksheet for the day.
- C.6.2.1.5.5** Ability to assist health care professionals to support and meet the needs of the consumer population such as with emergency and routine treatments.
- C.6.2.1.5.6** Skill in communicating with the health care team any changes in medical condition verbalized by resident(s).
- C.6.2.1.6 Medical Records Technician**
 - C.6.2.1.6.1** Knowledge of theories and principles of records management and information.
 - C.6.2.1.6.2** Knowledge of structure and methodology of quality assurance audits.
 - C.6.2.1.6.3** Knowledge and skill in the concepts of coordination and collaboration.
 - C.6.2.1.6.4** Knowledge of policies regarding confidentiality.
 - C.6.2.1.6.5** Knowledge and skill in data collection, analysis and evaluation.
 - C.6.2.1.6.6** Knowledge and skill in oral and written communication.
 - C.6.2.1.6.7** Have a High School Diploma or GED Certificate.
 - C.6.2.1.6.8** Proof of completion of training and state requirements for medical records maintenance and/or extensive experience in the maintenance of medical records in a recognized medical institution.
 - C.6.2.1.6.9** At least one year of clerical experience, preferably in a correctional health care environment.
 - C.6.2.1.6.10** Clerical skills that must include, computer and word processing skills, and familiarity with various types of office machines.

C.6.2.1.6.11 Effective verbal and written communication skills and interpersonal skills when answering phones and relaying information.

C.6.2.1.6.12 Must possess coordination skills that include attention to detail.

C.6.2.1.6.13 Must have a valid CPR certificate.

C.6.2.1.7 **Physician Assistant**

C.6.2.1.7.1 At least two (2) years of clinical Medical/Surgical (MED/SURG) experience.

C.6.2.1.7.2 At least two (2) years experience in clinical adolescent medicine.

C.6.2.1.7.3 A valid Cardio-Pulmonary Resuscitation (CPR) Certification.

C.6.2.1.7.4 At least one (1) year experience in correctional medicine/health is preferable.

C.6.2.1.7.5 Be licensed by the District of Columbia, to practice as a Physician's Assistant in accordance with District of Columbia law.

C.6.3 The Provider's employees shall report to duty location as specified in the human care agreement task order/statement of work.

C.6.4 The Provider's employees shall be able to communicate both orally and in written English.

C.6.5 The Provider's employees shall be familiar with and adhere to the American Public Health Association (APHA) Standards for Correctional Institutional and the National Commission on Correctional Health Care (NCCHC), which are available for review at the
Office of Medical Affairs for Social Services.

C.6.6 The Provider shall provide agency photo identification for each nurse under this agreement indicating that nurse is providing services for the D.C. Department of Youth and Rehabilitation Services. This identification shall also include nurse's name and title.

C.6.7 The Provider shall maintain documents that each staff person possesses the requisite training, qualifications, and competence to perform the duties to which they are assigned.

C.6.8 The Provider shall maintain complete written job descriptions within the program, which shall include the Provider's files and be available for inspection on request. Job descriptions shall include education and/or licensing certification criteria, a description of duties and responsibilities, hours of work, salary range and performance criteria.

- C.6.9** The Provider shall maintain an individual personnel file for each staff person, which contains the application of employment, professional references, applicable credential/certifications, records of required medical examination, personnel actions including time records, documentation of all training received, notation of any allegations of professional or other misconduct and Provider's actions with respect to the allegations and date shall be made available to the Contracting Officer Technical Representative (COTR) upon request.
- C.6.10** The Provider shall contribute to completion of DYRS's ISP at the time of service and annually for the ISP if service continues.
- C.6.11** All qualified personnel who are utilized in the provision of services shall be available, as needed and upon request, for consultations with consumers, parents, advocates, support staff, and DYRS personnel.
- C.6.12** All qualified personnel shall attend administrative due process hearings, U.S. District Court, and other meetings designated by DYRS.
- C.6.13** When deemed necessary, a designated DYRS staff member may request the completion of an emergency intervention. After the emergency intervention any note, proposed amendments or other changes should be presented to the multi-disciplinary team.
- C.6.14** The Provider's employees shall make sure each consumer's clinical records are available for review by staff responsible for the medical care or monitoring of the consumer.
- C.6.15** The Provider's employees shall be held accountable for missing or damaged equipment and supplies while under the use and care of the service provider.
- C.6.16** The Provider shall adhere to the following staff security requirements:
- C.6.16.1** In accordance with DC Official Code 44-551 et seq., the Provider shall conduct routine pre-employment criminal record background checks of the Provider's applicable staff and future staff that will provide services under this Human Care Agreement. The Provider shall not employ any staff in the fulfillment of the work under this Human Care Agreement unless said person has undergone a background check, to include a National Criminal Information Center Report. Provider's staff shall not have any convictions relative to abuse or harming children, elders or animals, or any of the other offenses enumerated in the above statute.
- C.6.16.2** After award of this Human Care Agreement, the Provider shall certify receipt of criminal history records, as described in C.6.16.1, of applicable Provider staff that performs

services under this Human Care Agreement to the COTR. Any conviction or arrest of the Provider's employees will be reported through the COTR to the DYRS/Office of Inspection and Compliance, which will determine the employee's suitability for performance under this Human Care Agreement. The criminal background check can be obtained at the Metropolitan Police Department..

C.6.16.3 The Provider shall disclose to DYRS, through the COTR, any arrests or convictions that may occur subsequent to employment. The COTR will report any convictions or arrests of

the Provider's employees to the DYRS Office of Inspection and Compliance, which will determine the employee's suitability for continued performance under this Human Care Agreement.

C.6.16.4 The Provider shall certify receipt of medical clearance that each employee working under this human care agreement is free of communicable diseases. A physician holding a valid license issued by the jurisdiction in which the employee is licensed shall sign the medical clearance. The Provider shall not employ any staff to perform work under this human care agreement unless the said employee has received a medical clearance.

C.6.16.5 The Provider's employees shall enter and leave DYRS's secured facilities through an approved location designated by the COTR or designee. Any employee presence on the facility grounds during non-working hours is prohibited except as authorized by DYRS Administrator or the COTR or designee. The District reserves the right to deny entry

into

DYRS facilities to any Provider's employees during investigations of suspected violations of the law or DYRS rules and regulations.

C.6.16.6 The Provider shall instruct its employees to immediately report to the Administrator or Deputy Administrator of DYRS any security or criminal violations they observe while

on

duty.

C.6.16.7 The Provider's employees shall not bring into the facilities any form of weapon or contraband, and shall be subject to search when entering and leaving District facilities. While on any property belonging to the District of Columbia, the Provider's employees shall abide by all security rules and regulations of the facility and the Consumer Services Administration.

C.6.17 The Provider shall provide no services unless the District makes an official referral and issues a task order to the Provider.

C.6.18 The Provider shall provide healthcare services which are performed by Registered Nurses I and II, Certified Registered Nurse Practitioner, Licensed Practical Nurse, Physician Assistants and Certified Nursing Assistants which will include following duties:

- C.6.18.1** Assist the Program Medical Officer with procedures and examinations.
- C.6.18.2** Participate in conferences regarding patient/client care.
- C.6.18.3** Monitor the vital signs, as required, of patients/clients admitted to acute and/or stabilization level of care.
- C.6.18.4** Assessment and evaluation of the conditions of patients/clients at admission, treatment and discharge planning.
- C.6.18.5** Assist in maintaining and monitoring medical supplies and equipment.
- C.6.18.6** Participate in patient/client health education and wellness groups.
- C.6.18.7** Assist with the maintenance, storage, security and strict accountability of methadone.
- C.6.18.8** Complete required documentation as directed by the Pharmacy.
- C.6.18.9** Complete nursing assessments and enter information into the ACIS, as required.
- C.6.18.10** Assist the Supervisory Nurse with staffing schedules, statistical reports, memoranda, filing and other clerical/medical file tasks as required.
- C.6.18.11** Perform other nursing duties as requested by the Agency's charge nurse, Program Manager or Clinical Director.
- C.6.18.12** Comply with all State, Federal and DYRS regulations regarding:
 - C.6.18.12.1** General patient/client healthcare,
 - C.6.18.12.2** Medical Record maintenance,
 - C.6.18.12.3** Universal precautions,
 - C.6.18.12.4** Drawing blood,
 - C.6.18.12.5** Monitoring of vital signs,
 - C.6.18.12.6** Medication dispensing,
 - C.6.18.12.7** Monitoring the self administration of medication, and
 - C.6.18.12.8** Infectious disease control.

- C.6.19** The Provider shall ensure that each nurse employed under this Agreement shall provide the following services but not limited to:
- C.6.19.1** Provide skilled immunization nursing care in non-traditional clinic settings;
 - C.6.19.2** Participate in immunization update sessions regarding policies, procedures, recommendations and guidelines;
 - C.6.19.3** Conducts general student assessment for compliance with D.C. Immunization Regulation, D.C. Law 3-20 and administer age-appropriate vaccines;
 - C.6.19.4** Provide immunization assessment of adult populations and administer appropriate vaccines;
 - C.6.19.5** Provide first aid and emergency care, as appropriate;
 - C.6.19.6** Provide education and counseling regarding vaccines, side effects, contraindications, and follow-up to individuals and groups;
 - C.6.19.7** Utilize and interpret Vaccine Information Statements (VIS) to parents/clients;
 - C.6.19.8** Participate in immunization update sessions regarding policies, procedures, recommendations and guidelines;
 - C.6.19.9** Complete reports related to Vaccine Adverse Reactions (VAERS) and assist in follow-up of adverse events;
 - C.6.19.10** Monitor immunization reports, program data and patient activities.
 - C.6.19.11** Collect statistical data monthly, annually or as requested by supervising nurse and other District officials;
 - C.6.19.12** Assist in the evaluation of clinic productivity, patient flow and clinic locations and serve as an advocate for clinic and program planning activities;
 - C.6.19.13** Maintain vaccine and clinic supply inventories. Complete required reporting forms;
 - C.6.19.14** Assist the Children's Program Coordinator in the ordering and distribution of vaccines to appropriate clinic locations;
 - C.6.19.15** Monitor vaccine storage and handling to avoid vaccine waste and loss;
 - C.6.19.16** Attend appropriate in-services, workshops and teleconferences to keep abreast of

immunization practices and policies;

C.6.19.17 Serve as a resource to other staff and community agencies regarding immunizations and participate in the epidemiological approach to disease prevention and health promotion through immunizations; and

C.6.19.18 Assist in Clinic Assessment Software Application (CASA) reviews in private physician offices and Managed Care Organizations (MCO) to ensure vaccine standards and immunization standards are adhered to.

C.7 Deliverables

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow.

Deliverable Number	Deliverable Name	Method of Delivery	Due Date
1	Employee Files described in C.6.9	1 hard copy clearly labeled with the following: - Deliverable Name Employee's Name	Upon Request
2	DYRS Unusual Incident Reports	1 hard copy clearly labeled with the following: - Deliverable Name - Facility - Employee's Name - Date Completed - Date	All Unusual Incident Reports shall be submitted via fax or telephone by the end of the shift in which the incident occurred and followed up with a written report to the COTR within 24 hours.
3	Certification of medical clearance described in C.6.18.4	1 hard copy clearly labeled with the following: - Deliverable Name - Employee's Name - Date Completed - Date submitted	Before employee reports to work at any DYRS facility

C.8 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 F.16.4.

C.9 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 subject to an agreement of the parties, from the date in Item 11 on page 1 of this Human Care Agreement subject to the continuing availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded.

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 6,8 or 16 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 by reference.

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 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/Human Care Agreement Administration

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

Jean Wright
Contracting Officer
Office of Contracting and Procurement
Human Care Services Group
441-4th Street, N.W.

Suite 706 North
Washington, D.C. 20001
Telephone Number: (202) 724-5194
Facsimile Number: (202) 727-5580
E-Mail: jean.wright@dc.gov

E.2 Contracting Officer's Technical Representative

E.2.1 The Contracting Officer's Technical Representative (COTR) is the representative responsible for the general administration of this human care agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the Contracting Officer's Representative is responsible for the day-to-day monitoring and supervision of this Agreement. The Contracting Officer's Representative is not authorized or empowered to make amendments, changes, or revisions to this agreement. The Contracting Officer's Representative shall be:

Laverne Brice
Staff Assistant
1000 Mt. Olivet Road N.E.
Washington, D.C. 2002
Telephone Number: (202)576-8405
E-Mail: Laverne.brice@dc.gov

E.2.2 Contact Person

For information concerning this Human Care Agreement, contact:

Dwight Hayes
Contract Specialist
Office of Contracting and Procurement
441 4th St., NW, Suite 706 North
Washington, D. C. 20001
Telephone Number: (202) 724-4984
Facsimile Number: (202) 727-5580
E-Mail: dwight.hayes@dc.gov

E.3 Ordering and Payment

- E.3.1** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by the Contracting Officer.
- E.3.2** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4** The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified on page one (1) of the purchase order/task order, ***“Provider Shall Submit All Invoices To.”***

DC Department of Youth Rehabilitation Services
Office of the Chief Financial Officer
64 New York Avenue, NE
Washington, D.C. 20002

- E.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- (1) Provider name and address;
 - (2) Invoice date, number and the total amount due;
 - (3) Period or date of service;
 - (4) Description of service;
 - (5) Quantity of services provided or performed
 - (6) Contract line item number (CLIN) , as applicable to each purchase order or task order;
 - (7) Purchase order or task order number;
 - (8) Agreement number;
 - (9) Federal tax identification number (TIN);
 - (10) Any other supporting documentation or information, as required; and
 - (11) Name, title and telephone signature of the preparer.
- E.3.6** Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

E.4. CONTRACT MONITORING

E.4.1 INSPECTION AND ACCEPTANCE

E.4.2 The inspection and acceptance requirements for the resultant agreement shall be governed by the Inspection of Services Clause § 7 of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated March 2007, located at www.ocp.dc.gov.

E.4.3 The Provider shall permit persons duly authorized by the Contracting Officer to inspect any records, papers, documents, facilities, and/or goods and services of the Provider which are relevant to the human care agreement, and/or to interview any program participants and employees of the Provider to assure the District of the satisfactory performance of the terms and conditions of the task order resulting from this human care agreement.

E.4.4 Following such evaluation, the COTR will deliver to the Provider a written report of its findings and will include written recommendations with regard to the Provider's performance of the terms and conditions of the contract.

E.4.5 The Provider will correct all noted deficiencies identified by the COTR within specified period of time set forth in the recommendations.

E.4.6 The Provider's failure to correct noted deficiencies may, at the sole and exclusive discretion of the Contracting Officer, result in any one or any combination of the following:

E.4.5.1 The Provider being deemed in breach or default of this contract;

E.4.5.2 The withholding of payments to the Provider by the District; and,

E.4.5.3 The termination of the Agreement for cause.

PART II

SECTION F – AGREEMENT CLAUSES

F.1. Standard Contract Provisions Incorporated By Reference

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the "Standard Contract Provisions" are incorporated by reference into this Agreement, and shall govern the relationship of the parties as contained in this Agreement. By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

F.2. 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.3. Amendments

This Human Care Agreement, including the Provider's CQR (Attachment F.16.2), 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.4. Tax Compliance Certification

In signing and submitting this Human Care Agreement and the Tax Certification Affidavit, 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.5. 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 sub-contractor 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.6 Provider Responsibility

- F.6.1** The Provider bears primary 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.6.2** 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.6.3** The Provider's employees shall report all unusual incidents on the Unusual Incident Report (Attachment F.16.7), including allegations of abuse or neglect, involving any patient that is provided with services or treatment by the Provider by telephone to DYRS, and followed up by a written report to DYRS within forty-eight (48) hours of the unusual incident.

F.7 **PUBLICITY**

The Provider shall at all times obtain the prior written approval from the Contracting Officer before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this Agreement.

F.8 **CONFLICT OF INTEREST**

- F.8.1** No official or employee of the District of Columbia or the Federal Government who exercises any functions or responsibilities in the review or approval of the undertaking or carrying out of this Agreement shall, prior to the completion of the project, voluntarily acquire any personal interest, direct or indirect, in the agreement or proposed agreement. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Code Section 1-1190.1 and Chapter 18 of the DC Personnel Regulations).
- F.8.2** The Provider represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Provider further covenants not to employ any person having such known interests in the performance of the agreement.

F.9 **Department Of Labor Wage Determinations**

The Provider shall be bound by Wage Determination No. 2005-2103, Revision No.8, dated May 26, 2009, incorporated herein as Attachment F.16.4, issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351). The Provider shall be bound by the wage rates for the term of the contract. If an option is exercised, the Provider shall be bound by the applicable wage rate at the time of the option. If the option is exercised and the Contracting Officer for the option obtains a revised wage determination, that determination is applicable for the option period(s); the Provider may be entitled to an equitable adjustment.

F.10 Access to Records

- F.10.1** 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.10.2** 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.10.3** 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.11 WAY TO WORK AMENDMENT ACT OF 2006

- F.11.1** Except as described in F.11.8 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.11.2** The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at www.ocp.dc.gov.
- F.11.3** 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.11.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at www.ocp.dc.gov.
- F.11.5** 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.11.6** 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.11.7** 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.11.8 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.11.9 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. 12 HIPAA PRIVACY COMPLIANCE

F.12.1 Definitions

- (a) *Business Associate*. "Business Associate" shall mean [*Insert Provider's Name*]

(b) *Covered Entity*. "Covered Entity" shall mean District of Columbia's Department of Youth Rehabilitation Services Administration.

(c) *Designated Record Set* means:

1. A group of records maintained by or for Covered Entity that is:

- (i) The medical records and billing records about individuals maintained by or for a covered health care provider;
- (ii) The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- (iii) Used, in whole or in part, by or for Covered Entity to make decisions about individuals.

2. For purposes of this paragraph, the term *record* means any items, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for Covered Entity.

(d) *Individual* shall have the same meaning as the term "individual" in 45 CFR 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 CFR 164.502(g).

(e) *Privacy Rule*. "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 CFR part 160 and part 164, subparts A and E.

(f) *Protected Health Information*. "Protected Health Information" shall have the same meaning as the term "protected health information" in 45 CFR 164.501, limited to the information created or received by Business Associate from or on behalf of Covered Entity.

(g) *Required By Law*. "Required By Law" shall have the same meaning as the term "required by law" in 45 CFR 164.501.

(h) *Secretary*. "Secretary" shall mean the Secretary of the Department of Health and Human Services or his designee.

(2) Obligations and Activities of Business Associate

(a) Business Associate agrees to not use or disclose Protected Health Information other than as permitted or required by this HIPAA Privacy Compliance Clause (this Clause) or as Required By Law.

(b) Business Associate agrees to use appropriate safeguards to prevent use or disclosure of the Protected Health Information other than as provided for by this Clause.

(c) Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a use or disclosure of Protected Health Information by Business Associate in violation of the requirements of this Clause.

(d) Business Associate agrees to report to Covered Entity any use or disclosure of the Protected Health Information not provided for by this Clause of which it becomes aware.

(e) Business Associate agrees to ensure that any agent, including a subcontractor, to whom it provides Protected Health Information received from, or created or received by Business Associate on behalf of Covered Entity, agrees to the same restrictions and conditions that apply through this Agreement to Business Associate with respect to such information.

(f) Business Associate agrees to provide access, at the request of Covered Entity, and in the time and manner mutually agreed to, to Protected Health Information in a Designated Record Set, to Covered Entity or, as directed by Covered Entity, to an Individual in order to meet the requirements under 45 CFR 164.524.

(g) Business Associate agrees to make any amendment(s) to Protected Health Information in a Designated Record Set that Covered Entity directs or agrees to pursuant to 45 CFR 164.526 at the request of Covered Entity or an Individual.

(h) Business Associate agrees to make internal practices, books, and records, including policies and procedures and Protected Health Information, relating to the use and disclosure of Protected Health Information received from, or created or received by Business Associate on behalf of, Covered Entity, available to the Covered Entity, or to the Secretary, in a time and manner mutually agreed to or designated by the Secretary, for purposes of the Secretary determining Covered Entity's compliance with the Privacy Rule.

(i) Business Associate agrees to document such disclosures of Protected Health Information and information related to such disclosures as would be required for Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(j) Business Associate agrees to provide to Covered Entity or an Individual, in time and manner mutually agreed to, information collected in accordance with Section (i) above, to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 CFR 164.528.

(3) Permitted Uses and Disclosures by Business Associate

(a) *Refer to underlying services agreement:*

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

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

(c) Except as otherwise limited in this Clause, Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that disclosures are Required By Law, or Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it

will remain confidential and used or further disclosed only as Required By Law or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it is aware in which the confidentiality of the information has been breached.

(d) Except as otherwise limited in this Clause, Business Associate may use Protected Health Information to provide Data Aggregation services to Covered Entity as permitted by 45 CFR 164.504(e)(2)(i)(B).

(e) Business Associate may use Protected Health Information to report violations of law to appropriate Federal and State authorities, consistent with § 164.502(j) (1).

(4) Obligations of Covered Entity

(a) Covered Entity shall notify Business Associate of any limitation(s) in its notice of privacy practices of Covered Entity in accordance with 45 CFR 164.520, to the extent that such limitation may affect Business Associate's use or disclosure of Protected Health Information.

(b) Covered Entity shall notify Business Associate of any changes in, or revocation of, permission by Individual to use or disclose Protected Health Information, to the extent that such changes may affect Business Associate's use or disclosure of Protected Health Information.

(c) Covered Entity shall notify Business Associate of any restriction to the use or disclosure of Protected Health Information that Covered Entity has agreed to in accordance with 45 CFR 164.522, to the extent that such restriction may affect Business Associate's use or disclosure of Protected Health Information.

(5) Permissible Requests by Covered Entity

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

(6) Term and Termination

(a) *Term.* The requirements of this HIPAA Privacy Compliance Clause shall be effective as of the date of contract award, and shall terminate when all of the Protected Health Information provided by Covered Entity to Business Associate, or created or received by Business Associate on behalf of Covered Entity, is destroyed or returned to Covered Entity, or, if it is infeasible to return or destroy Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section.

(b) *Termination for Cause.* Upon Covered Entity's knowledge of a material breach of this Clause by Business Associate, Covered Entity shall either:

(1) Provide an opportunity for Business Associate to cure the breach or end the violation and terminate the contract if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity;

(2) Immediately terminate the contract if Business Associate has breached a material term of this HIPAA Privacy Compliance Clause and cure is not possible; or

(3) If neither termination nor cure is feasible, Covered Entity shall report the violation to the Secretary.

(c) *Effect of Termination.*

(1) Except as provided in paragraph (2) of this section, upon termination of the contract, for any reason, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

(2) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make return or destruction infeasible. Upon determination by the Contracting Officer that return or destruction of Protected Health Information is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

(7) Miscellaneous

(a) *Regulatory References.* A reference in this Clause to a section in the Privacy Rule means the section as in effect or as amended.

(b) *Amendment.* The Parties agree to take such action as is necessary to amend this Clause from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy Rule and the Health Insurance Portability and Accountability Act of 1996, Public Law No. 104-191.

(c) *Survival.* The respective rights and obligations of Business Associate under Section (6) of this Clause and Sections 9 and 20 of the Standard Contract Provisions for use with District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the contract.

(d) *Interpretation.* Any ambiguity in this Clause shall be resolved to permit Covered Entity to comply with the Privacy Rule.

F.13 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 (3rd Party Indemnity). The Contractor shall provide a 3rd 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.13.1 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
441-4th 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.14 Access to Records

- F.14.1** 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.14.2** 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.14.3** 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.15 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, including its Best and Final Offer (BAFO)

7. The Attachments as specified and listed in Section F.16
8. Task Order or Purchase Order

F.16 Attachments

The following Attachments are hereby incorporated into this Human Care Agreement:

Attachment	Title
F.16.1	Standard Contract Provisions for Use with the Supply and Service Contract, dated March 2007
F.16.2	OCP Form 1900-Human Care Agreement Contractor's Qualification Record
F.16.3	Notice of final Rulemaking, 27 DCMR Chapter 19, Section 1905.6
F.16.4	US Department of Labor Wage Determination No. 2005-2103 REV (08) dated May 26, 2009
F.16.5	Office of Local Business Development Equal Employment Opportunity Information Report and Mayor's Order 85-85
F.16.6	Department of Employment Services First Source Employment Agreement
F.16.7	Department of Health Policy and Procedures for Reporting Unusual Incidents
F.16.8	Tax Certification Affidavit