

<b>SOLICITATION, OFFER, AND AWARD</b>		1. Caption Supervised Independent Living Program Services		Page of Pages 1   47	
		2. Contract Number	3. Solicitation Number DCJZ-2011-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 9/21/2010
7. Issued By: Office of Contracting and Procurement Human Care Supplies and Services Group 441 4th St., NW, Suite 700 South Washington, DC 20001			8. Address Offer to: Office of Contracting and Procurement 441-4th Street,NW, Suite 703 South, Bid Room Washington, DC 20001		

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

**SOLICITATION**

9. Sealed offers in original and 4 copies for furnishing the supplies or services in the Schedule will be received at the place specified in Item 8, or if hand carried to the bid counter located at 441 4th Street,NW, Suite 703S, Bid Room, Washington, DC until 2:00 P.M. local time 20-Sep-11  
Human Care Agreement Contractor Qualification Record must be completed (Hour) (Date)

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

10. For Information Contact	A. Name George D. Wheeler	B. Telephone			C. E-mail Address <a href="mailto:george.wheeler@dc.gov">george.wheeler@dc.gov</a>
	(Area Code) 202	(Number) 724-4065	(Ext)		

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**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			15 C. Check if remittance address is different from above - Refer to Section G <input type="checkbox"/>	17. Signature	18. Offer Date
(Area Code)	(Number)	(Ext)			

**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

<b>HUMAN CARE AGREEMENT</b>													PAGE	OF	PAGES
													2		47
1. CONTRACT NUMBER <b>DCJZ-2011-H-0002</b>				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 Supplies and Services Group 441 4 <sup>th</sup> St., NW, 7th Fl. Washington, D.C. 20001								6. ADMINISTERED BY (If other than Item 5) Department of Youth Rehabilitation Services 8300 Riverton Court Laurel, MD 20707 Telephone (240) 456-5000 Fax (240) 456-5283							
7. NAME AND ADDRESS OF PROVIDER/PROVIDER (No. street, county, state and ZIP Code)															
8. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO:								9. DISTRICT SHALL SEND ALL PAYMENTS TO:							
<b>10. DESCRIPTION OF HUMAN CARE SERVICE AND COST</b>															
ITEM/LINE NO.	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE										QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001		Supervised Independent Living Program Services												SEE ATTACHED SCHEDULE B	
											<i>Total</i>		\$		
											<i>Total From Any Continuation Pages</i>		\$		
											<b>GRAND TOTAL</b>		\$		
<b>11. APPROPRIATION DATA AND FINANCIAL CERTIFICATION</b>															
LNW	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:			
<b>12. PERIOD OF HUMAN CARE AGREEMENT</b>															
Starting Date: _____								Ending Date: _____							
<b>HUMAN CARE AGREEMENT SIGNATURES</b>															
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 Provider further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. 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 <i>STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS</i> , 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.															
<b>13. FOR THE PROVIDER/CONTRACTOR</b>								<b>14. FOR THE DISTRICT OF COLUMBIA</b>							
A. Name and Title of Signer (Type or print) Name: Title:								A. Name of Contracting Officer (Type or print) Name: Title:							
B. Signature of PROVIDER/CONTRACTOR, or representative:				C. Date:				B. Signature of CONTRACTING OFFICER:				C. Date:			

**SECTION B – HUMAN CARE SERVICES AND SERVICE RATES**

The Government of the District of Columbia, Department of Youth Rehabilitation Services (DYRS), 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). This Agreement will be effective on the date entered in Item 14c on page 1 of this document.

**B.1** The Government of the District of Columbia, Office of Contracting and Procurement, Department of Youth 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 independent living program services for youths under the care of the Department of Youth Rehabilitation Services.

**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-SERVICE/ DESCRIPTION /RATE.

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

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

**B.2 SCHEDULE — SERVICE / DESCRIPTION / RATE**

**B.2.1 BASE YEAR**

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
0001	Independent Living Services in a Supervised Program in accordance with the requirements of this Human Care Agreement	Client Per Day		

**B.2.2** **OPTION YEAR 1**

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
1001	Independent Living Services in a Supervised Program in accordance with the requirements of this Human Care Agreement as described in Sections C.1.1 through C.1.2	Client Per Day		

**B.2.3** **OPTION YEAR 2**

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
2001	Independent Living Services in a Supervised Program in accordance with the requirements of this Human Care Agreement as described in Sections C.1.1 through C.1.2	Client Per Day		

**B.2.4** **OPTION YEAR 3**

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
3001	Independent Living Services in a Supervised Program in accordance with the requirements of this Human Care Agreement as described in Sections C.1.1 through C.1.2	Client Per Day		

**B.2.5** **OPTION YEAR 4**

<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>SERVICE UNIT</u>	<u>CAPACITY</u>	<u>SERVICE RATE</u>
4001	Independent Living Services in a Supervised Program in accordance with the requirements of this Human Care Agreement as described in Sections C.1.1 through C.1.2	Client Per Day		

## SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

### C.1 Scope of Human Care Services:

C.1.1 The Government of the District of Columbia's Office of Contracting and Procurement on behalf of the Department of Youth Rehabilitation Services (DYRS) seeks multiple licensed Providers to provide supervised independent living program services (SILP) located in the District of Columbia Providers located in the District of Columbia (D.C.) or within a 25 mile radius of the D.C. to male and female youth who are committed in the District of Columbia's juvenile justice system. Each youth's length of stay will vary based his or her Individual Transitional Independent Living Plan (ITILP).

C.1.2 Supervised Independent Living Programs shall be in compliance with Chapter 63 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Independent Living Programs for Adolescents and Young Adults*, pursuant to D.C. Official Code, § 7-2103 (d) et sea (Applicable Document #1) and other applicable District and municipal laws as well as applicable state licensure laws for program located outside of the District of Columbia.

### C.2 Target Population

C2.1 The typical youth referred to the supervised independent living program are committed or adjudicated youths between the ages of 16 and 21 that cannot be reunified with natural or extended family members and who have sufficient maturity to live without regular and continuous supervision and monitoring. The primary target populations are youth stepping down from an extended stay in a therapeutic family homes, extended family Homes or residential treatment facility.

### C.3 BACKGROUND

C.3.1 The Supervised Independent Living Program (SILP) will provide youths in the juvenile justice system with community-based support services in lieu of confinement at the New Beginnings Youth Center. Support services shall include, but not be limited to, life skill training, educational, employment, counseling and additional specific services identified in each youth's her Individual Transitional Independent Living Plan (ITILP).

C.3.2 Department of Youth Rehabilitation Services (DYRS) is the District's juvenile Justice agency, responsible for providing an integrated system of care and custody and services to youth, while involving their families and communities during their commitment to the District. The agency also provides secure detention and alternatives to detention to youth in pre-adjudicated and pre-dispositional phases of court involvement.

C.3.3 DYRS serves male and female youth between the ages of 12 and 21 who have been remanded to its temporary custody by the D.C. Superior Court. The DYRS'

mission is to improve public safety and give court-involved youth the opportunity to become more productive citizens by building on the strengths of youth and their families in the least restrictive, homelike environment consistent with public safety. In partnership with the community, this balanced approach to juvenile justice promotes the rehabilitation of delinquent youths toward reforming their behavior in the context of increased accountability, expanded personal competencies, and enhanced community restoration. The Supervised Independent Living Program involves placement of DYRS youth who have been assessed by DYRS and the provider, to have sufficient maturity to live without regular and continuous supervision and monitoring in a home-like environment.

**C.3.4** DYRS provides planning, education, mental health, medical, recreational services, residential placements, and community supervision for more than 600 youth on a daily basis. DYRS also administers daily pre-trial/pre-disposition detention, shelter care services, and home-based detention services up to 300 youth at any given time.

**C.3.5** DYRS is working to enhance its continuum of care for detained and committed youth, with the goal of providing individualized services to court-involved youth in the least restrictive environment while protecting the public, holding youth accountable, and strengthening families and communities. DYRS is currently operating under a consent decree. The Jerry M. Consent Decree approved by the Court in 1986, heavily influences DYRS' programmatic and operational objectives; including supervised Independent living program services. The Jerry M. Consent Decree among other things, seeks to ensure that services to youth in the District of Columbia's juvenile justice system are provided in the least restrictive setting possible is consistent with the need of the youth, and provide protection to the public.

**C.3.6** DYRS intends to improve service delivery to juvenile justice involved youth not placed in secured institutionalize detention facilities by certifying Providers that have been able to meet and maintain District of Columbia licensing requirements for family reunification homes located within the District of Columbia. Providers shall demonstrate the capacity to consistently provide a high quality of services programmatic, in staffing expertise, and staffing patterns in a manner that support the physical, emotional, and developmental needs of the youth.

**C.4** Applicable Documents

The following documents are incorporated in the solicitation and resulting human care agreement(s) by this reference.

Item	Document	Title	Date
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No.	Type		
1	D.C. Municipal Regulations	<b>Licensing of Independent Living Programs for Adolescents and young Adults</b> 29 DCMR, Chapter 63	2-22-02
2	DYRS Documents	<b>DYRS Community-Based Residential Group Home Policies and Forms</b> DYRS Unusual Incident Reporting Policy & Abscondence forms DYRS Resident Transportation Policy DYRS Home Visitation Policy DYRS Log Book Policy DYRS Home Assessment Form DYRS Daily Population Report Form  <b>Available at:</b> Department of Youth Rehabilitation Services 450 H Street, NW Washington, D.C. Telephone: 202-724-5630	

**C.5 Definitions**

**C.5.1 Adolescents and Young Adults** – Persons age sixteen (16 ) to twenty-one (21) years of age.

**C.5.2 Administrator** – The independent living program staff member responsible for the operation of the independent living program or that person’s designee.

**C.5.3 Admission** – The administrative process by which an adolescent or young adult becomes a resident of an independent living program.

**C.5.4 Aftercare** – Control, supervision, and care exercised over an adolescent or young adult after discharge from an independent living program;

**C.5.5 Annual license** – Permission granted to an applicant to operate an independent living program under this chapter of the DCMR and applicable out-of-state annual licenses.

**C.5.6 Apartment** – A self-contained dwelling unit located in a building containing at least one other self-contained dwelling unit, and also containing a bedroom, kitchen, and bathroom facilities.

**C.5.7 Audit** – An examination of records or accounts to check their accuracy, that is conducted by a person or persons not directly involved in the creation and maintenance of the records or accounts.

**C.5.8 Case Record** – Information about a resident’s family and legal background, prior

services and current needs that is documented by the independent living program and retained in the supervised independent living program individual resident files.

- C.5.9 Contracting Entity** –A public or private entity or individual that places or offers to place an adolescent or young adult in an independent living program.
- C.5.10 Contracting Officer’s Technical Representative (COTR)** - the representative responsible for the general administration of this Human Care Agreement and advising the Contracting Officer as to the compliance or noncompliance of the Provider with this Human Care Agreement. In addition, the COTR is responsible for the day-to-day monitoring and supervision of this Human Care Agreement. The COTR is not authorized or empowered to make amendments, changes, or revisions to this agreement.
- C.5.11 Human Care Agreement** - A written agreement for the procurement of education or special education, health , human or social services pursuant to the D.C. Official Code, Section 2-303.06a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally, ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.5.12 Independent Living Program”** – A residential program for persons who:
- (a) Are sixteen (16) to twenty-one (21) years of age;
  - (b) Have sufficient maturity to live without regular and continuous supervision and monitoring;
  - (c) Reside in apartments; and
  - (d) Are provided with monitoring and services that reflect and support the person’s ability to reside in the community without regular and continuous supervision and monitoring.
- C.5.13 Initial ITILP** – Initial Individual Transitional Independent Living Plan.
- C.5.14 ITILP”** – Individual Transitional Independent Living Plan.
- C.5.15 Least Restrictive Environment** - A living or habilitation arrangement which least inhibits an individual’s independence. It includes, but is not limited to, arrangements to move an individual from more to less structured living and from larger to smaller living units.
- C.5.16 License** – A license to operate an independent living program, and including, as appropriate, an original annual license, an annual license, a provisional license, and a restricted license.
- C.5.17 Life Skills** - A combination of services designed to assist youths in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and vocational functioning to the fullest

extent possible.

**C.5.18** Main facility– The central independent living program edifice that provides on-site staff supervision and which has more than one residence.

**C.5.19** Planning Team – The persons who plan a resident’s initial ITILP, ITILP, or discharge plan and consisting of:

- (a) A representative from the contracting entity;
- (b) Staff who have direct responsibility for implementing the initial ITILP or the ITILP, as appropriate, on a daily basis;
- (c) The resident;
- (d) To the extent that they participate, the resident’s parent(s) or guardian(s) and the resident’s guardian ad-litem; and
- (e) To the extent that they participate, representatives of service providers including health, mental health, and education representatives.

**C.5.20** Provisional License -A license that may be issued if the applicant is temporarily unable to comply with all of the requirements of this Chapter and under the condition that the requirements will be met within a specific length of time.

**C.5.21** Residence – An apartment or single dwelling unit in which one or more residents lives.

**C.5.22** Resident – A person age sixteen (16) to twenty-one (21) years of age participating in an independent living program.

**C.5.23** Restricted license - A license that is issued to an independent living program that is not in compliance with these regulations that prohibits the independent living program from accepting new residents or providing certain specified services that it otherwise would be authorized to provide.

**C.5.24** Supervised Apartment - An apartment building rented or owned by an agency, in which numerous youths live up to two youths per apartment and one youth per bedroom. The apartment building must be staffed on a 24 hours a day seven (7) day a week basis by on-site staff.  
week.

## **C.6** REQUIRMENTS

**C.6.1** The Provider shall provide all services under the Human Care Agreement in accordance with Chapter 63 of Title 29 of the District of Columbia Municipal Regulations, entitled “*Licensing of Independent Living Programs for Adolescents and Young Adults* (Applicable Document #1) and other applicable federal, District and municipal laws as well as applicable state licensure laws for programs located outside of the District of Columbia. The Provider shall insure that all Supervised Independent Living Program buildings meet all licensing,

registration, occupancy requirements, including fire, building, safety, health and sanitation codes, and all other required certifications as prescribed by applicable District of Columbia Government agencies.

- C.6.2** The Provider shall be in compliance with Chapter 63 of Title 29 of the District of Columbia Municipal Regulations, entitled "*Licensing of Independent Living Programs for Adolescents and Young Adults* (Applicable Document #1) as well as applicable state licensure laws for programs located outside of the District of Columbia.
- C.6.3** The Provider shall provide supervised independent living program that is located in the District of Columbia or within a 25-mile radius of the District of Columbia to afford youth and families the opportunity to access and receive needed programs and services within the District.
- C.6.4** The Provider shall administer an assessment placement instrument, to be approved by DYRS and provided within thirty (30) days after contract award to the Contracting Officer Technical Representative (COTR), to evaluate each youth's suitability or appropriate fit for successful placement in and subsequent completion of the Supervised Independent Living Program. The Provider's assessment criteria tool shall incorporate a pre-post test component and shall be maintained in each resident's case record.
- C.6.5** The Provider shall maintain a central supervised independent living program edifice, both a main facility and residences, or only residences, that provides 24-hour on-site staff supervision. The Provider shall provide, upon request by the COTR, a staffing schedule that reflects 24-hour coverage.
- C.6.6** The Provider's facility shall possess a current Certificate of Occupancy and permits to operate a SILP facility.
- C.6.7** The Provider shall maintain an administrative office that operates at a minimum from 9:00 am until 5:00 pm Monday through Friday, excluding holidays.
- C.6.8** The Provider shall provide, upon request by the COTR, verification of the address for an emergency housing back-up site in the event that the primary SILP residences become unavailable for habitation.
- C.6.9** The Provider shall report all unusual or critical incidents and abscondences in accordance with C.4 Applicable document and DYRS Unusual Incident Reporting Policy & Abscondence forms which are incorporated into the Human Care Agreement as Attachments 2 and 3.
- C.6.10** Initial Individual Transitional Independent Plan (Initial ITILP) and Individual Transitional Independent Living Plan (ITILP)
- C.6.10.1** The Provider shall develop and implement an initial Individual Transitional Independent Living Plan (ITILP) within five (5) days prior and

five (5) days after a resident's admission. The initial ITILP shall be consistent with DYRS' current case plan and developed by the planning team. The Provider shall provide copy of initial ITILP to the DYRS Case Manager.

**C.6.10.2** The Provider shall develop and implement an Individual Transitional Independent Living Plan (ITILP) within thirty (30) days of a resident's admission. The ITILP shall be consistent with DYRS' current case plan, take into account the outcomes of the initial ITILP and be developed by the planning team. The Provider shall provide copy of initial ITILP to the DYRS Case Manager.

**C.6.10.3** The Provider shall record and maintain in the resident's case record a statement of the Provider's efforts to involve the planning team in developing the initial ITILP and ITILP and the reasons why any member of the planning team did not participate.

**C.6.10.4** The Provider will ensure that an ITILP shall:

- (a) Be based on and describe the resident's physical, mental, emotional, academic, social, familial, recreational, and life skills needs and strengths relative to the resident's age, level of development, cultural background, and impairments;
- (b) List each assessment given, the date it was given and describe the recommendations and outcomes;
- (c) State the goals to be achieved, and for each goal:
  - (1) Evaluate the resident's skill level;
  - (2) Identify the rationale for identifying the goal;
  - (3) State any concerns regarding the goal;
  - (4) State the actions needed to achieve the goal;
  - (5) State the timeframes projected for meeting the goal;
  - (6) Identify the person(s) or entity(s) responsible for any action needed to achieve the goal; and
  - (7) Identify the resources needed to achieve the goal;
- (d) Describe the activities and services, including but not limited to life skills, educational, counseling, recreational, vocational, mental health, and medical activities or services;
- (e) Describe proposed family involvement and plans for family visitation and communication;
- (f) Set forth a discharge or transfer plan, where applicable;
- (g) Describe the criteria, objectives, and methods to be used to evaluate the resident's progress and to determine when each goal has been achieved;
- (h) Identify the person(s) responsible for coordinating and implementing the initial ITILP or ITILP;
- (i) Be consistent with any court orders;
- (j) Be consistent with the contracting entity's case plan for the resident, if any;
- (k) Identify each participant in developing the initial ITILP or ITILP; and
- (l) Be signed by each participant in its development.
- (m) The planning team shall review and, as needed, revise the ITILP at least every

quarter or three (3) months.

- (n) An independent living program shall encourage a resident's parent(s) to participate on the planning team.

### **C.6.11 Admission and Placement**

**C.6.11.1** The Provider collaborate with the contracting entity, adolescent or young adult to determine admission and placement of youth referred for placement to the supervised independent living program.

**C.6.11.2** The Provider shall ensure that adolescents admitted to the Supervised Independent Living Program shall be:

- (a) At least sixteen (16) years of age;
- (b) Either:
  - (1) Employed at least part-time;
  - (2) Within 18 months of attaining a high school diploma;
  - (3) Attending a GED program;
  - (4) Actively engaged in a vocational program; or
  - (5) Attending college; and
- (c) Have demonstrated sufficient maturity to enable the adolescent or young adult to live independently.

**C.6.11.3** The Provider shall document and provide the resident, prior to acceptance into the Supervised Independent Living Program, the following orientation:

- (a) A Tour of the facility
- (b) An explanation of the Supervised Independent Living Program's Plans, Policies and Procedures
- (c) An explanation of the services provided by the Supervised Independent Living Program and the community resources available to residents; and
- (d) An explanation of the independent living program's expectations of its residents, addressing goals, expected behavior, and residents' rights and responsibilities.

### **C.6.12 Case Record**

**C.6.12.1** The Provider shall maintain a separate written case record for each resident. The Provider shall ensure that staff makes timely entries in the case record that is legible, dated, and signed by the staff member or other person making the entry. The Provider shall maintain in the case record easily accessible emergency information for each resident.

**C.6.12.2** The Provider shall maintain a resident's case record in a locked and secure location when unattended.

**C.6.12.3** The Provider shall maintain all information in a resident's case record for so

long as the resident is admitted to the SILP. Upon the resident's discharge from the SILP, the Provider program shall turn over the original case record to DYRS.

### **C.6.13 Health Care**

**C.6.13.1** The Provider shall develop and implement a written plan addressing the process and procedures for meeting the residents' preventative, routine, and emergency health care.

**C.6.13.2** The Provider shall, ensure that within twenty-four (24) hours of a resident's admission, identify all emergency medical and mental health needs, allergies, basic needs, and non-emergency medical and mental health conditions and physical infirmities, including all visible signs of illness or injury, and document this information in the resident's case record, along with documentation of a preadmission medical screen.

**C.6.13.3** The Provider shall provide written health care plan to the COTR within thirty (30) days after contract award.

### **C.6.14 Personnel**

**C.6.14.1** The Provider shall recruit and hire qualified and well-trained staff required to deliver SILP services described in Section C.

**C.6.14.2** The Provider shall recruit and employ staff meeting the following minimum requirements:

**C.6.14.2.1 Administrator** - The Provider shall appoint an administrator who is responsible for the overall management and fiscal operation of the independent living program. Whenever this Chapter requires that an independent living program undertake or perform any act or obligation, the administrator shall be responsible for the performance of such act or obligation, unless otherwise specified. The person appointed as the administrator shall (a) Have a master's degree in social work or a related area of study from an accredited college or university and at least two (2) years of experience in the management or supervision of child welfare personnel and programs; or (b) Have a bachelor's degree in social work or a related area of study from an accredited college or university and at least four (4) years of experience in the management or supervision of child welfare personnel and programs.

**C.6.14.2.2 Clinical Director** - The Provider shall designate a clinical director who is responsible for the development, implementation, and supervision of programmatic services provided by or through the independent living program. The clinical director shall (a) Have a master's degree in social work or a related field; and (b) Have at least three (3) years of post-graduate experience working with adolescents and young adults.

**C.6.14.2.3 Social Worker** - The Provider shall employ at least one (1) social worker for every

twenty (20) residents. The social worker is responsible for the daily implementation of the social services provided to residents. A social worker shall have a master's degree in social work or a related field.

- C.6.14.2.4 Certified/Licensed Addictions Counselor** – The Provider shall employ or have a contract for the provision of services by a certified or licensed addictions counselor who is responsible for providing education and treatment regarding substance abuse to residents of the program.
- C.6.14.2.5 Education Coordinator** – The Provider shall employ or have a contract for the provision of services by an educational coordinator, whose responsibility is to identify residents' educational needs and arrange for the provision of appropriate educational services. An educational coordinator shall have (a) A master's degree in education or a related field; or (b) A bachelor's degree in education and five (5) years experience in counseling and guidance of high school students.
- C.6.14.2.6 Licensed Practical Nurse** – The Provider shall employ or have a contract for the provision of services by a licensed practical nurse that is responsible for medication administration and attendance to the medical needs of the residents of the program. licensed practical nurse shall be licensed as a practical nurse in the jurisdiction in which the service is provided.
- C.6.14.2.7 Professional Services or Independent Providers** – The Provider shall employ professional staff responsible for performing professional services, including psychological, psychiatric, medical, social work, nursing, dental, or education, shall have a professional degree in his or her respective field from an accredited college or university and any licensure or certification required by law in the jurisdiction in which the service is performed.
- C.6.14.2.8 Direct Care Counselors/Staff** – The Provider shall employ counselors who are responsible for day-to-day monitoring of the resident and her or his activities. A counselor shall have (a) A high school or general equivalency diploma; and (b) At least five (5) years experience in human services delivery preferably working with adolescents and young adults.
- C.6.14.2.9** The Provider, if it operates a main facility, shall have a minimum resident to counselor ratio of 10:1 during the daytime, 6:1 at evenings, and 15:1 at night; and (b) If it does not operate a main facility, have a minimum resident to counselor ratio of 15:1.
- C.6.14.2.10** The Provider shall ensure that a prospective staff member shall undergo a pre-employment medical examination and provide a physician's opinion concerning her or his general physical condition, freedom from disease in a communicable form, and ability to work closely with residents without danger to the residents. A staff member shall undergo a follow-up medical examination every two (2) years.
- C.6.14.2.11** The Provider shall ensure that all staff members preparing food shall have a Food Handler's Certificate from the District of Columbia Department of Health.

**C.6.15 Criminal Records/Child Protection Register Check**

**C.6.15.1** The Provider shall ensure that all existing and prospective staff members shall undergo a criminal records check. The Provider shall not employ any individual who has a conviction for any of the following offenses:

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

**C.6.15.2** The Provider shall not employ any staff person who has a conviction for any of the following offenses:

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

**C.6.15.3** The Provider shall perform criminal records on each staff member once every two (2) years as part of the annual license renewal.

**C.6.15.4** The Provider shall ensure that all existing and prospective staff shall undergo a child protection register check prior to commencing work.

**C.6.15.5** The Provider shall not employ any person who has been:

- (a) Identified as a possible abuser or neglecter in a currently-pending child abuse or neglect case;
- (b) Determined in a supported report of child abuse or neglect to be an abuser or neglecter; or
- (c) Adjudicated as the abuser or neglecter in a child abuse or neglect case.

**C.6.15.6** The Provider perform a child protection register check on each staff member once every year as part of the annual license renewal.

**C.6.16 Staff Training**

**C.6.16.1** The Provider shall provide at least twenty (20) hours of pre-training all new staff members to include as a minimum:

- (a) The Supervised Independent Living Program's administrative structure, procedures, and overall program;
- (b) The SILP's emergency plan.
- (c) Communicable diseases and universal precautions;
- (d) Conflict resolution; and
- (e) An introduction to daily living skills for adolescents and young adults.

**C.6.16.2 The Provider shall submit its pre-training curriculum for review to the COTR within thirty (30) days of contract award.**

**C.6.16.3** The Provider shall document and provide all staff at least forty (40) hours of annual in-service training.

**C.6.16.4** The Provider shall submit its in-service training curriculum to the COTR within thirty (30) days of contract award.

**C.6.16.5** The Provider shall maintain records of attendance at all staff training.

### **C.6.17 Personnel Policies**

**C.6.17.1** The Provider shall develop and maintain policies and procedures that address and promote the recruitment, selection, and retention of qualified staff that shall include as a minimum provisions for the following:

- (a) Provisions for paid vacation, sick leave, and policy regarding holidays;
- (b) A description of any other employment benefits; and
- (c) Provisions for periodic evaluations of work performance.

**C.6.17.2** The Provider shall provide employees, at the time of her or his employment, a written description of his or her position that defines the qualifications, duties, and responsibilities of the position and his or her salary.

**C.6.17.3** The Provider shall maintain an accurate personnel record on each staff which shall include:

**C.6.17.3.1** Provisions for the maintenance of staff records including applications, licenses, certifications, security and medical clearances, and in-service training completed.

**C.6.17.3.2** Provisions for verifying, confirming and maintaining documentation of satisfactory criminal background and child protection register clearance, medical examination, and negative drug and alcohol screening for employees in safety sensitive positions in accordance with District law.

**C.6.17.4** The Provider shall submit personnel policies and procedures to COTR within 30 days of contract award.

### **C.6.18 Monthly Stipend and Weekly Allowance**

**C.6.18.1** The Provider shall document and provide each resident with a monthly stipend.

### **C.6.19 Resident Bank Account**

The Provider shall document and assist each resident in opening an interest bearing savings account in a financial institution that is federally insured.

## **C.6.20 Monitoring**

**C.6.20.1** The Provider shall routinely, frequency as warranted, conduct both announced and unannounced inspections of each residence to assess and evaluate:

- (a) The residence's general upkeep;
- (b) The resident's ability to maintain the residence;
- (c) The resident's ability to maintain adequate and appropriate house wares, pantry items, and food supplies;
- (d) The resident's maintenance of a balanced diet;
- (e) The resident's ability to maintain an adequate and appropriate wardrobe;
- (f) The resident's proper personal care, hygiene, and grooming;
- (g) The resident's ability to do her or his laundry;
- (h) The storage of poisonous, toxic, or flammable substances in accordance with the manufacturer's instructions
- (i) The resident's awareness of the fire safety plan; and
- (j) The resident's ability to access public transportation.

**C.6.20.2** The Provider shall document each inspection in the resident's case record.

## **C.6.21 Behavior Management and Discipline**

**C.6.21.1** The Provider shall establish behavior management strategies to provide rewards and praise for appropriate behavior as well as negative consequences for inappropriate behavior.

**C.6.21.2** THE PROVIDER SHALL IMPLEMENT A POINTS OR TOKEN ECONOMY SYSTEM IN WHICH POINTS OR TOKENS ARE USED TO PURCHASE PRIVILEGES.

**C.6.21.3** The Provider shall submit within thirty (30) days of contract award to the COTR written policies and procedures regarding the discipline of residents, including but not limited to the:

**C.6.21.3.1** A written contract between the Provider and resident setting forth, in clear and understandable language rules each resident shall follow

**C.6.21.3.2** Reasonable and consistent discipline that shall be administered for violating those rules.

**C.6.21.3.3** Provision that Provider may not administer any form of restraint

**C.6.21.3.4** Approved forms of discipline

**C.6.21.3.5** Resident's right to appeal a disciplinary decision through the grievance process

**C.6.21.4** The Provider shall document all disciplinary actions in resident's case record.

## **C.6.22 Life Skills**

**C.6.22.1** The Provider shall educate residents concerning life skills.

**C.6.22.2** The Provider shall submit to the COTR within thirty (30) days of contract award to a life skills curriculum outlining their entire life skills subject agenda, to include culturally sensitive Manhood or Womanhood Character Building training.

**C.6.22.3** The Provider shall document all life skills training in resident case records.

**C.6.23** Recreation Activities

**C.6.23.1** The Provider shall develop and follow a written plan for providing recreational activities adequate to meet each resident's needs and makes maximum use of available community recreational resources, where appropriate.

**C.6.23.2** The Provider shall provide to the COTR, upon request, a copy of their monthly recreation activities schedule.

**C.6.24** Transportation Services

**C.6.24.1** The Provider shall provide or arrange for transportation necessary to implement each resident's initial ITILP and ITILP, including assisting the resident to access public transportation.

**C.6.24.2** Providers located outside of the District of Columbia shall transport residents attending District of Columbia Public Schools (DCPS) to school using the Provider's vehicles at no cost to the District of Columbia Government.

**C.6.24.3** The Provider shall insure that all vehicles utilized by the SILP the transportation of residents shall include all safety devices required by law.

**C.6.24.4** The Provider shall that all staff that transports residents shall be locally licensed to operate the class of vehicle the person uses for the transportation.

**C.6.25** Grievance Procedure

**C.6.25.1** The Provider shall develop and follow a written procedure regarding the receipt, consideration, and resolution of grievances.

**C.6.25.2** The Provider shall submit to the COTR within thirty (30) days of contract award a copy of their grievance procedures.

**C.6.26** Resident Council

The Provider shall establish and maintain a residents' council for the purpose of providing residents an opportunity to make recommendations to improve the quality of the SILP and to protect residents' rights.

### **C.6.27 Discharge**

**C.6.27.1** The Provider shall not discharge a resident without the agreement of DYRS.

**C.6.27.2** The Provider shall ensure that a discharge plan is prepared whenever a resident is discharged. The discharge plan shall be developed sufficiently in advance of the discharge to provide for a smooth transition.

**C.6.27.3** The Provider shall, upon a resident's discharge, provide the resident's case record, or a copy thereof, to DYRS.

### **C.6.28 Reporting Requirements**

**C.6.28.1** The Provider shall provide reports and other data to document the delivery of services and provide for the review and analysis of services. The Provider shall assemble, develop, and provide all required reports in an accurate, logical, and comprehensive manner. The Provider's reporting requirements shall include the following:

**C.6.28.1.1** The Provider shall submit a Youth Monthly Progress Report monthly program report on the 10<sup>th</sup> day of each month following service delivery to include documentation of services and activities for each resident during the prior month in support of the resident's an Individual Transitional Independent Living Plan (ITILP) including the following data:

**C.6.28.1.1.1** Youth Demographics (Name/DOB/Parent-Guardian/School/Grade/Employment)

**C.6.28.1.1.2** Admissions/Placement Date

**C.6.28.1.1.3** Date of Discharge

**C.6.28.1.1.4** Provider Case Manager

**C.6.28.1.1.5** DYRS Case Manager

**C.6.28.1.1.6** ITILP Assessments and Updates (Dates Administered and Summarize Recommendations and Outcomes)

**C.6.28.1.1.7** Summary of Types and Frequency of Services and Interventions documenting progress and outcomes toward and in support of ITILP goals:

**C.6.28.1.1.7.1** Life Skills Training

**C.6.28.1.1.7.2** Academic Support/Interventions

**C.6.28.1.1.7.3** Employment Readiness & Placement/Vocational Skills Support

**C.6.28.1.1.7.4** Individual Therapy/Counseling

**C.6.28.1.1.7.5** Group Therapy/Counseling

**C.6.28.1.1.7.6** Behavior Modification Interventions/Updates

**C.6.28.1.1.7.7** Family Interventions/Therapy/Visitations

**C.6.28.1.1.7.8** Addiction Intervention and Education Support

**C.6.28.1.1.7.9** Medical/Mental Health Updates

**C.6.28.1.1.7.10** Recreation/Leisure Activities

**C.6.28.1.1.7.11** Discharge Planning Services

**C.6.28.1.1.7.12** Provider Case Management Interventions

**C.6.28.1.1.7.13** Unusual Incidents

**C.6.28.1.1.7.14 Abscondence Reports**

**C.6.28.1.1.7.15 Revocations/Re-Arrest/Failures to Appear in Court**

**C.6.28.1.2** The Provider shall submit a Quarterly Data Program Progress Report report on the 10<sup>th</sup> day of each quarter following service delivery to assess the effectiveness of the Provider's services during previous quarter including the following data:

**C.6.28.1.2.1** Number of new youth admitted to the program during previous quarter

**C.6.28.1.2.2** Number of youth receiving services during previous quarter

**C.6.28.1.2.3** Number of youth successfully discharged during previous quarter

**C.6.28.1.2.4** Number of youth unsuccessfully discharged or transferred during previous quarter

**C.6.28.1.2.5** Number and names of newly hired staff during previous quarter

**C.6.28.1.2.6** Number and names of staff terminations during previous quarter

**C.6.28.1.2.7** Number and names of staff resignations during previous quarter

**C.6.28.1.2.8** Summary of pre-training sessions for newly hired staff during previous quarter

**C.6.28.1.2.9** Summary of in-training sessions for staff during previous quarter

**C.6.28.1.2.10** Summary of life skills sessions conducted during previous quarter

**C.6.28.1.2.11** Summary of academic support interventions provided during previous quarter

**C.6.28.1.2.12** Summary of employment readiness and placement and vocational skills support services rendered during previous quarter

**C.6.28.1.2.13** Summary of group therapy services rendered during previous quarter

**C.6.28.1.2.14** Summary of Provider case management services rendered during previous quarter

**C.6.28.1.2.15** Summary of resident council meetings held during previous quarter

**C.6.28.1.2.16** Copies of client surveys on the effectiveness of the Provider's SILP

**C.7**            District Responsibilities

**C.7.1**            The Department of Youth Rehabilitation Services will provide the following:

**C.7.2**            Refer youths to the appropriate Supervised Independent Living Program provider.

**C.7.3**            Complete and submit required documents for residential placement and coordinate placement of youth with designated Provider while ensuring that the decision to admit a adolescent or young adult to a Supervised Independent Living program is made jointly between DYRS, the independent living program, and the adolescent or young adult.

**C.7.4**            Document that an adolescent or young adult admitted to the SILP shall be:

(a) At least sixteen (16) years of age;

(b) Either:

(1) Employed at least part-time;

(2) Within 18 months of attaining a high school diploma;

(3) Attending a GED program;

- (4) Actively engaged in a vocational program; or
- (5) Attending college; and
- (c) Have demonstrated sufficient maturity to enable the adolescent or young adult to live independently.

**C.7.5** In making its determination, DYRS shall consider:

- (a) Whether the adolescent or young adult’s level of life skills, knowledge and training are appropriate for the Supervised Independent Living Program;
- (b) Whether the services and environment provided by the Supervised Independent Living Program are appropriate for the adolescent or young adult’s needs;
- (c) Whether the location of the main facility and residences are convenient for the adolescent or young adult’s education program and other services;
- (d) The ages and level of development of residents currently in the Supervised Independent Living Program relative to the adolescent or young adult’s age and level of development;
- (e) The mental, physical, or emotional condition of the residents currently in the Supervised Independent Living Program relative to that of the adolescent or young adult; and
- (f) The adolescent or young adult’s health needs relative to the capabilities of the Supervised Independent Living Services Program to meet such needs.

**C.7.6** Provide to the Provider available social and court history information, available reports on psychological evaluations, available medical history, Medicaid certification or insurance information, available family and school information, and other pertinent data for each youth referred to the Provider.

**C.7.7** Conduct periodic scheduled and unscheduled inspections and site visits for purposes of directly observing and monitoring the provision of services, requirements and discussing performance relative to the terms and conditions of the contract.

**C.8** Deliverables

The Provider shall provide the deliverables to the COTR in accordance with the deliverable schedules that follow. All soft copy deliverables shall be provided hard copy via email or facsimile.

DELIVERABLE NUMBER	DELIVERABLE NAME	METHOD OF DELIVERY	DUE DATE
1	Initial ITILP as described in C.6.10.1	hard copy emailed clearly labeled with the following: - Deliverable Name - Youth’s Name - SILP Date Submitted	<b>Within five days                      Prior and five days                      After resident’s                      admission provide                      copy to DYRS                      Case Manager</b>

2	ITILP as described in C.6.10.2	hard copy emailed clearly labeled with the following: - Deliverable Name - Youth Name - SILP Date Submitted	<b>Within thirty (30) Days after resident's admission provide copy to DYRS Case Manager</b>
3	<b>PROVIDER'S HEALTH CARE PLAN AS DESCRIBED IN C.6.13</b>	hard copy emailed clearly labeled with the following: - Deliverable Name - SILP Provider Name - Date Submitted	PROVIDE COPY TO COTR WITHIN THIRTY (30) DAYS OF CONTRACT AWARD
4	<b>Provider Pre-Training Curriculum as described in C.6.16.2</b>	1 hard Copy via e-mail clearly labeled with the following: - Deliverable Name SILP Provider Name Date submitted	Provide copy to COTR within thirty (30) days after contract award
5	<b>Provider In-Training Curriculum as described in C.6.16.3</b>	1 hard Copy via e-mail clearly labeled with the following: - Deliverable Name SILP Provider Name Date submitted	Provide copy to COTR within thirty (30) days after contract award
6	<b>PROVIDER PERSONNEL POLICIES AND PROCEDURES AS DESCRIBED IN C.6.17.4</b>	1 hard Copy via e-mail clearly labeled with the following: - Deliverable Name SILP Provider Name Date submitted	Provide copy to COTR within thirty (30) days after contract award
7	<b>PROVIDER BEHAVIOR MANAGEMENT AND DISCIPLINE POLICIES AND PROCEDURES AS DESCRIBED IN C.6.21.3</b>	1 hard Copy via e-mail clearly labeled with the following: - Deliverable Name SILP Provider Name Date submitted	Provide copy to COTR within thirty (30) days after contract award
8	<b>PROVIDER LIFE SKILLS CURRICULUM AS DESCRIBED IN C.6.22.2</b>	1 hard Copy via e-mail clearly labeled with the following:	Provide copy to COTR within thirty (30) days after

		- Deliverable Name SILP Provider Name Date submitted	contract award
9	<b>PROVIDER GRIEVANCE PROCEDURES DESCRIBED IN C.6.25.2</b>	1 hard copy via e-mail clearly labeled with the following: - Deliverable Name SILP Provider Name Date submitted	Provide copy to COTR within thirty (30) days after contract award
10	<b>YOUTH MONTHLY PROGRESS REPORT, AS DESCRIBED IN C.6.28.1.1</b>	1 hard copy via email clearly labeled with the following: - Deliverable Name - Youth's Name - SILP Provider - Date submitted	Submitted on the 10 <sup>th</sup> day of each month of the following month to the DYRS Case Manager and copy to DYRS Contract Management and Compliance Unit
11	<b>QUARTERLY DATA PROGRAM PROGRESS REPORT, AS DESCRIBED IN C.6.28.1.2</b>	1 hard copy via email clearly labeled with the following: - Deliverable Name - SILP Provider - Date submitted	Submitted on the 10 <sup>th</sup> day of each month of the following quarter to the DYRS Contract Management and Compliance Unit
12	<b>UNUSUAL INCIDENT REPORT AND ABSCONDEANCE REPORTS AS DESCRIBED IN C.6.9 AND APPLICABLE DOCUMENT #2 OF C.6</b>	1 hard copy clearly labeled with the following: - Deliverable Name - Youth's Name - SILP Provider - Date submitted	By the end of the shift in which the occurrence took place

**C.9**     Facility Requirements

**C.9.1**    Regulations

The Provider's facilities used during the performance of this agreement shall meet all applicable Federal, state, and local regulations for there intended use throughout the duration of the agreement. The Provider shall maintain current all required permits and licenses for the facilities. The Provider's failure to do so shall constitute a failure to perform under the agreement and will be a basis for termination of the agreement for default.

**C.9.1.2**   Emergency Back-Up Site Files

The Provider shall assure that an emergency site/facility has been identified should the primary facility become unavailable for use as a result of a catastrophic event.

**C.9.1.3**     Accessibility

All facilities offered for the provision of services under the grant agreement shall be accessible to persons with mobility and other limitations (e.g., persons who are visually impaired, deaf or hearing impaired), consistent with the Rehabilitation Act of 1973, P.L. 95-602 (Section 504), and the Americans with Disabilities Act, P.L. 101-336, as appropriate, which shall be incorporated in the grant agreement. The facilities shall be open for visiting by families and convenient by public transportation.

**C.9.1.4**     Maintenance

The Provider shall provide all supplies and services routinely needed for maintenance and operation of the facility, such as security, janitorial services, and trash pick-up.

**C.10**    Eligibility

Eligibility for services under this Human Care Agreement shall be determined and re-determined by the District, as applicable, in accordance with prescribed procedures. The Provider shall be subject to a written determination that it is qualified to provide the services and shall continue the same level of qualifications, subject to a review by the District, according to the criteria delineated in 27 DCMR, Chapter 19, Section 1905.6, as amended which is incorporated into this Agreement as Attachment 3.

**C.11**    Compliance with Service Rates

**C.11.1** 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.11.2** If the Provider's in-State rate is regulated by its State jurisdiction, the Provider shall submit documentation of in-State rates.

**C.11.3** If the Provider's in-State rate is not regulated by its State jurisdiction, the Provider shall submit a detailed budget with documentation to justify its costs. The Provider's unregulated costs may be subject to negotiation

**C.12**    Service Plan

The Provider shall develop a written service plan which describes how the tasks specified in Section C. will be accomplished.

**C.13 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 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 7, 9 or 20 of the Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March, 2007, hereafter referred to as “Standard Contract Provisions”, which is incorporated into this Agreement.

**D.1.3** The District reserves the right to cancel a task order issued pursuant to this Human Care Agreement upon thirty (30) days written notice to the Provider.

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

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

### D.3 Option to Extend Term of the Agreement

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

**D.3.2** The service rates for the option periods shall be as specified in Part I, Section B, Human Care Services and Service Rates.

**D.3.3** If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.

- D.3.4** The total duration of this Human Care Agreement including the exercise of any options under this clause shall not exceed five (5) years.
- D.3.5** Should the District exercise the Human Care Agreement option for option year number 3, the Provider shall be required to complete a new CQR.

## 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:

Kenneth Hayslette  
Contracting Officer  
Office of Contracting and Procurement  
441 4<sup>th</sup> St., NW 7<sup>th</sup> Floor.  
Washington, D.C. 20001  
Telephone Number: (202) 724-4197  
Facsimile Number: (202) 727-0245  
E-Mail: kenneth.hayslettel@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:

To Be Determined Before Award of Human Care Agreement  
Department of Youth and Rehabilitation Services, DYRS

### E.2.2 Contact Person

For information concerning this Human Care Agreement, contact:

George D. Wheeler  
Contract Specialist  
Office of Contracting and Procurement  
441 4<sup>th</sup> St., NW 7<sup>th</sup> Fl.  
Washington, D.C. 20002  
Telephone Number: (202) 724-4065  
Facsimile Number: (202) 727-0245  
E-Mail: George.wheeler@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.”***

Department of Youth and Rehabilitation Services  
Office of the Chief Financial Officer  
8300 Riverton Court  
Laurel, Maryland 20724

- 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.

## 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 into this Human Care Agreement as Incorporated Attachment 1, and shall govern the relationship of the parties as contained in this Human Care Agreement. By signing this Human Care Agreement, the Provider agrees, and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements.

#### F.2 District of Columbia Interstate Compact

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

#### F.3 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.4 Amendments

This Human Care Agreement, applicable documents and attachments incorporated by reference constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superseded by this Human Care Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, amend or change 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.5 Tax Compliance Certification

In signing and submitting this Human Care Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax

requirements of the District of Columbia and shall maintain that compliance for the duration of the Agreement.

**F.6** Subcontracts

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractor without the prior written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the subcontractor shall be subject to every provision of this 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.7** Provider Responsibility

**F.7.1** 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.7.2** The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

**F.8** INSURANCE

A. **GENERAL REQUIREMENTS.** The Provider shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Provider shall have its insurance broker or insurance company submit a Certificate of Insurance to the CO 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 CO. 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 Provider shall require all of its subcontractors to carry the same insurance required herein. The Provider shall ensure that all policies provide that the CO 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 Provider shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium.

1. Commercial General Liability Insurance. The Provider shall provide evidence satisfactory to the CO 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 Providers. 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 Provider shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.

2. Automobile Liability Insurance. The Provider 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 Provider 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 Provider 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 Provider shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
5. Professional Liability Insurance (Errors & Omissions). The Provider 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 \$1,000,000 annual aggregate.

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

6. Crime Insurance (3<sup>rd</sup> Party Indemnity). The Provider shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Provider's employees which result in a loss to the District. The policy shall provide a limit of \$50,000.00 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 Provider 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.

8. Environmental Liability Insurance. The Provider shall provide a policy to cover costs associated with bodily injury, property damage and remediation expenses associated with pollution incidents including, but not limited to, mold, asbestos or lead removal. The policy shall provide a minimum of \$1,000,000 in coverage per incident and \$1,000,000 aggregate.
  9. Employment Practices Liability. The Provider shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed to cover the defense of employment related claims which the District of Columbia would be named as a co-defendant in claims arising from: Discrimination, Sexual Harassment, Wrongful Termination, or Workplace Torts. Policy shall include the Client Company Endorsement for Temporary Help Firms and the Independent Providers Endorsement. The policy shall provide limits of \$1,000,000 for each wrongful act and \$1,000,000 annual aggregate for each wrongful act. The Provider shall maintain this insurance for five (5) years following the District's final acceptance of the work performed under this agreement.
- B. **DURATION**. The Provider 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 PROVIDER'S LIABILITY UNDER THIS CONTRACT.**
- D. **PROVIDER'S PROPERTY**. Provider 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.
- E. **MEASURE OF PAYMENT**. The District shall not make any separate measure or payment for the cost of insurance and bonds. The Provider shall include all of the costs of insurance and bonds in the contract price.
- F. **NOTIFICATION**. The provider shall immediately provide the CO 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 CO.
- G. **CERTIFICATES OF INSURANCE**. The Provider shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Kenneth Hayslette  
Contracting Officer

Office of Contracting and Procurement  
441 4<sup>th</sup> St., NW 7<sup>th</sup> Fl.  
Washington, D.C. 20001  
Telephone Number: (202) 724-4197  
Facsimile Number: (202) 727-0245  
E-Mail: kenneth.hayslettel@dc.gov

H. **DISCLOSURE OF INFORMATION.** The Provider agrees that the District may disclose the name and contact information of its insurers to any third party which presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Provider, its agents, employees, servants or subcontractors in the performance of this contract.

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

The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 10, dated June 15, 2010 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Attachment 4. The applicable U.S. Department of Labor Wage Determinations for the regions in which the contract services are provided shall bind Providers located in regions not bound by the above stated Wage Determination.

**F.10 LIVING WAGE ACT OF 2006**

- F.10.1** Except as described in F.10.8 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.10.2** The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- F.10.3** 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.10.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- F.10.5** The Provider shall provide a copy of the Fact Sheet attached as F.6 to each employee and subcontractor who performs services under the contract. The Provider shall also post the Notice attached as F.7 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.10.6** 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.10.7** 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.10.8** 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.10.9** 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.11 Special Indemnity**

The following provision supplements Section 10 of the Standard Contract Provisions: The Provider shall indemnify and hold harmless the District and all its officers, agents and servants acting within the scope of their official duties against any and all assessments, fines or monetary penalties that may be imposed on the District by order or judgment of any court of competent jurisdiction, or required pursuant to the terms of a consent order, the Jerry M. Consent Decree or a consent agreement, as a consequence or result of any act, omission or default of the Provider, its employees, agents or subcontractors in the performance of, or in connection with, any work required or performed under this Human Care Agreement.

### **F.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      Access to Records**

**F.13.1**      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.13.2**      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.13.3**      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.14      Criminal Background and Traffic Records Checks for Providers that Provide Direct Services to Children or Youth**

**F.14.1**      A Provider that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers. The Provider shall request criminal background checks for the following positions but not limited to:

- (A)      Program Director - (Coordinator, Program Manager, House Manager, Manager)
- (B)      Residential Counselor - (Counselor, Lead Counselor, Direct Care Counselor, Facility Staff, Residential Aides, Youth Counselor, House Monitors)
- (C)      Social Worker (Clinical Social Worker)
- (D)      Clinical Therapist
- (E)      Case Manager
- (F)      Educational Specialist (Educational Advocate, Educational Director)
- (G)      Consultant
- (H)      Nutritionist

- (I) Life Skills Coordinator
- (J) Nurse
- (K) Psychologist/Psychiatrist
- (L) Quality Assurance Coordinator (Compliance Officer)
- (M) Food Handler (Cook)

**F.14.2** The Provider shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties. The Provider shall request traffic records for the following positions but not limited to:

- (A) Program Director - (Coordinator, Program Manager, House Manager, Manager)
- (B) Residential Counselor - (Counselor, Lead Counselor, Direct Care Counselor, Facility Staff, Residential Aides, Youth Counselor, House Monitors)
- (C) Social Worker (Clinical Social Worker)
- (D) Case Manager
- (E) Life Skills Coordinator

**F.14.3** The Provider shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

**F.14.4** The Provider shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

**F.14.5** The Provider shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Provider has informed him or her that the District is authorized to conduct a criminal background check;

(C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:

- (i) Murder, attempted murder, manslaughter, or arson;
- (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
- (iii) Burglary;
- (iv) Robbery;
- (v) Kidnapping;
- (vi) Illegal use or possession of a firearm;
- (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
- (viii) Child abuse or cruelty to children; or
- (ix) Unlawful distribution of or possession with intent to distribute a controlled substance;

(D) a written acknowledgement stating that the Provider has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and

(E) a written acknowledgement stating that the Provider has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

**F.14.6** The Provider shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

**F.14.7** Prior to requesting a criminal background check, the Provider shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Provider is authorized and required to conduct a

criminal background check;

- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph F.14.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

- F.14.8** The Provider shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.
- F.14.9** Unless otherwise provided herein, the Provider shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.
- F.14.10** The Provider shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.
- F.14.11** The Provider shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.
- F.14.12** The Provider shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.
- F.14.13** The Provider may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the Contracting Officer of the COTR's decision after his or her assessment of the criminal background or traffic record check.

- F.14.14** The Provider may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the Contracting Officer the COTR's decision after his or her assessment of the criminal background or traffic record check.
- F.14.15** The Provider shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.
- F.14.16** Unless otherwise specified herein, the Provider shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections F.14.1 and F.14.2.
- F.14.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- F.14.18** The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the Contracting Officer of its decision, and the contracting officer shall inform the Provider whether an offer may be made to each applicant.
- F.14.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Provider shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- F.14.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Provider shall not release or otherwise disclose the reports to any person, except as directed by the Contracting Officer.

#### **F.15 WAY TO WORK AMENDMENT ACT OF 2006**

- F.15.1** Except as described in F.24.2 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.15.2** The Provider shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

- F.15.3** 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.15.4** The Department of Employment Services may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).
- F.15.5** 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.15.6** 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.15.7** 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.15.8** 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.15.9** 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.16**     **Order of Precedence Clause**

Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

**F.16.1** The Human Care Agreement including, the Provider Qualifications Record completed by the Provider, service rates and applicable documents incorporated by reference in C.4.

**F.16.2** Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, located at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**F.16.3** The Provider's Service Plan.

**F.16.4** The Attachments as specified and listed in Sections F.16 and F.17

**F.16.5** Task Order or Purchase Order

**F.17**     **Attachments**

The following attachments are included and incorporated by reference into this Agreement:

**F.17.1** Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, located at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**F.17.2** Human Care Agreement Qualification Record which is incorporated into this Human Care Agreement as Attachment 1.

**F.17.3** Department of Youth Rehabilitation Services Absconder Report Form which is incorporated into this Human Care Agreement as Attachment 2.

**F.17.4** DYRS Policy and Procedure, Procedures for Reporting Unusual Incidents, which is incorporated into this Human Care Agreement as Attachment 3.

- F.17.5** U.S. Department of Labor Wage Determination No.2005-2103, Revision No. 10, dated June 15, 2010 which is incorporated into this Human Care Agreement as Attachment 4.
- F.17.6** 27 DCMR § 1905.6, providing the criteria for a determination of responsibility of potential providers which is incorporated into this Human Care Agreement as Attachment 5.
- F.17.7** Living Wage Fact Sheet, Attachment 6
- F.17.8** Living Wage Act of 2006 (Notice), effective January 1, 2010 Attachment 7
- F.18** **Incorporated Attachments** (The following first four (4) forms are located at [www.ocp.dc.gov](http://www.ocp.dc.gov) under "Solicitation Attachments" and the Tax Registration Application is located at, [www.taxpayerservicecenter.com/fr500/](http://www.taxpayerservicecenter.com/fr500/))
- F.18.1** Government of the District of Columbia Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts dated March 2007, which is incorporated into this Human Care Agreement.
- F.18.2** Tax Certification Affidavit
- F.18.3** Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985
- F.18.4** First Source Employment Agreement
- F.18.5** FR500 Combined Business Tax Registration Application, (to be completed by Providers who do not currently have a Federal Employee Identification Number (FEIN) issued by the Office of Tax and Revenue and those that do not have an unemployment account number issued by the Department of Employment Services).