

AMENDMENT OF SOLICITATION/MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 1	
2. Amendment/Modification Number A007		3. Effective Date 07/11/07	4. Requisition/Purchase Request No.	5. Solicitation Caption Residential Services	
6. Issued By: DEPARTMENT ON DISABILITY SERVICES OFFICE OF CONTRACTS 1125 - 15TH STREET, NW, 9TH FLOOR WASHINGTON, DC 20005			Code 03B	7. Administered By (If other than line 6) Department on Disability Services Contracts and Procurement 1125 - 15th Street, NW, 9th Floor Washington, DC 20005	
8. Name and Address of Contractor (No. Street, city, country, state and ZIP Code)			(X)	9A. Amendment of Solicitation No. POJA-2005-H-0014	
				9B. Dated (See Item 11) 9/7/2005	
			X	10A. Modification of Contract/Order No.	
				10B. Dated (See Item 13)	
Code		Facility			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in Item 14. The hour and date specified for receipt of Offers <input checked="" type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning <u>7</u> copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) By separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGEMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such change may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACTS/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
(X)	A. This change order is issued pursuant to: (Specify Authority)			27 DCMR, Chapter 36, Contract Modifications	
	The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of: The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
	D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input type="checkbox"/> is not, <input checked="" type="checkbox"/> is required to sign this document and return <u>5</u> copies to the issuing office.					
14. Description of amendment/modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
1. Change Solicitation from POJA-2005-H-0014 to read DCJA-2007-HC-0020. 2. Delete Sections A-F of the solicitation in its entirety and replace with revised Sections A-G. 3. Delete Attachment 3 and insert revised Attachment 3 - Standard Contract Provisions 4. Delete Attachment 6 and insert revised Attachment 6 - US Department of Labor Wage Determination No. 2005-2103 Revision 3, dated May 29, 2007. 5. Add Attachment 21 - Basic Assurance Standard Authorization (Frequently Asked Questions) 6. Add Attachment 22 - Basic Assurance Standard (Providers/Vendor Assessment Tool) 7. Add Attachment 23 - Revised Policy and Procedures for the Transportation of Persons with Developmental Disabilities. 8. Add Attachmetn 24 - MRDD ACBS Waiver Supplemental Application 9. A pre-proposal Conference is scheduled for July 24, 2007 at 1125 - 15th Street, NW, 1st Floor, Washington, DC 2005 10. Proposal/Applications are due August 6, 2007 at 10:00 am at 1125 - 15th Street, NW, 9th Floor, Washington, DC 2005, Attention Annie Watkins					
Except as provided herein, all terms and conditions of the document referenced in Item (9A or 10A) remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Annie R. Watkins		
15B. Name of Contractor		15C. Date Signed	16B. District of Columbia		16C. Date Signed 7/13/2007
(Signature of person authorized to sign)			(Signature of Contracting Officer)		

**GOVERNMENT OF THE DISTRICT OF COLUMBIA
DEPARTMENT ON DISABILITY SERVICES**



Date: July 11, 2007

Dear Prospective Provider:

We invite you, through this Request for Qualifications, to become a pre-qualified source for providing residential habilitation services to persons with mental retardation and developmental disabilities of the District of Columbia Government, Department on Disabilities Services (DDS). For your convenience, we will use the Human Care Agreement Solicitation process to implement agreements.

The Government of the District of Columbia' Department on Disabilities Services (DDS) seeks qualified providers for residential and habilitation supports for approximately 50 adults (additional individuals maybe come available during the term of the Agreement) with intellectual and developmental disabilities.

DDS utilizes a person-centered approach to best match individual need, preference, and choice to develop groupings of 1-3 in each living arrangement. All individuals identified for placements currently reside in an Intermediate Care Facility for the Mentally Retarded (ICF/MR) and desire placements in a lesser restrictive, integrated setting. All individuals have significant mental health and/or medical needs that require an agency capable of providing a full array of services funded primarily through our Home and Community Based Waiver Program.

Characteristics of the target group include but are not limited to:

- Dual diagnosis (major mental illness and intellectual disability);
- Chronic medical conditions (such as diabetes, hypertension and seizure management);
- Sensory deficits (visual and hearing impairments);
- Behaviors of concern that require intense intervention including 1:1 supervision, and
- Physical/mobility impairments.

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

- Human Care Agreement Contractor Qualifications Record completed in its entirety, using NA in areas that do not apply, along with all applicable licenses and certifications. (Attachment 1)
- Signed Human Care Agreement
- MRDD HCBS Waiver Supplemental Application (attachment 24)
- A **detailed budget** with documentation to justify its proposed cost. (The Provider's proposed cost may be subject to negotiation).
- A written response to all the items requested in Section G.
- Equal Employment Opportunity Compliance Documents and Tax Certification Affidavit (Attachment 4)
- First Source Employment Agreement (Attachment 5)
- Tax Certification Affidavit

A pre-proposal conference is scheduled for July 24, 2007, 10:00 a.m. at 1125 – 15th Street, N.W., Washington, DC 20005, 1st Floor Training Room. At this meeting, prospective Providers will be able to ask questions for clarification. Profiles will be distributed at the pre-proposal conference.

All questions regarding this Human Care Agreement solicitation must be submitted in writing to the contact person identified in Section E of the Human Care Agreement solicitation no later than July 26, 2007. Any substantive information given to a prospective Provider will be furnished promptly to all other prospective Providers as an amendment to the Human Care Agreement solicitation if that information is necessary in submitting responses, or if the lack of it would be prejudicial to any other prospective Providers. Oral explanations or instructions given before the award of a Human Care Agreement will not be binding. Seven copies of the completed applications must be submitted to DDS no later than 10:00 a.m. on August 6, 2007 to 1125 – 15th Street, N.W., Washington, DC 20005, Attention Annie Watkins.

Thank you for your interest in this procurement.

Annie R. Watkins
Contracting Officer
Annie R. Watkins

Attachments



Government of the District of Columbia

HUMAN CARE AGREEMENT

PAGE OF PAGES
1 OF **51**

1. Contract Number DCJA-2007-HC-0020	2. REQUISITION/PURCHASE REQUEST NO. To Be Determined	3. DATE OF AWARD
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4. ISSUED BY Department on Disability Services Office of Contracts 1125 – 15th Street, N.W., 9th Floor Washington, D. C. 20005	5. ADMINISTERED BY <i>(If other than Item 4:</i> Department on Disability Services Office of Contracts 1125 – 15th Street, N.W., 9th Floor
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6. NAMES AND ADDRESS OF PROVIDER/CONTRACTOR *(No. Street, county, state and ZIP Code)*

POINT OF CONTACT:
Telephone: _____ Fax: _____ E-Mail: _____

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Department on Disability Services Office of the Controller 1125 – 15th Street, N.W., 9th Floor	8. DISTRICT SHALL SEND ALL PAYMENTS TO:
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

ITEM/ LINE	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-00-00	Provide Residential Habilitation Services for Persons with Intellectual and Developmental Disability				
<i>Total</i>						\$
<i>Total From Any Continuation Pages</i>						\$
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

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

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

Starting Date: _____ Ending Date: _____

HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in Item No. 7 and Item No. 12 of page 1 of this document. *The Provider/Contractor is required to sign and return 2 original of this document to the Contracting Officer of the Issuing Office stated in Item No.4 of page 1 of this document. The Contractor further agrees to furnish and deliver all items or perform all the services set forth or otherwise identified within this Human Care Agreement and on any continuation sheets or appendices for the consideration stated above. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the STANDARD CONTRACT PROVISIONS FOR USE WITH DISTRICT OF COLUMBIA GOVERNMENT SUPPLY AND SERVICES CONTRACTS, dated October 1, 1999; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document consummates the final agreement of the parties.*

12. FOR THE PROVIDER/CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

A. Name and Title of Signer <i>(Type or print)</i> Name: Title:	A. Name of Contracting Officer <i>(Type or print)</i> Name: Title:		
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Signature of CONTRACTING OFFICER:	C. DATE

A. **INTRODUCTION**

- A.1 The Department on Disability Services (DDS) is issuing this Request for Proposal (“RFP”) to facilitate meeting its core commitments to persons with Disability by providing services in the least restrictive setting and by promoting choice and innovation in the manner in which services are delivered. Through this solicitation, DDS will provide support services to persons with developmental Disability, their families and their support networks. At the heart of DDS is the understanding that individuals and families have hopes and dreams like everyone else and DDS is committed to help them achieve those dreams.
- A.2 DDS recognizes that community is the catalyst for change. Individuals, families, support networks, service providers and the broader community all play a vital role in helping people to enjoy full citizenship in the community they live. DDS is also committed to the following core set of six outcomes for the persons we serve:
- Individuals are safe, secure and receive good health care.
 - Individuals and their families experience full citizenship through inclusion in their community.
 - Individuals and families take a lead role in the planning of supports and services that meet the unique needs of each individual.
 - Individuals and families make key decisions about the services and support they receive.
 - Individual and families have easy access to appropriate and timely supports and services that meet their needs.
 - Individuals’ and families’ needs are responded to and met through flexible, innovative and creative supports and services.
- A.3 DDS will provide and/or facilitate funding for services through three (3) funding sources: 1). local appropriated funds and 2). Medicaid Home and Community-Based Services (HCBS) waiver program funding and 3) Medical State Plan. Applicants will be required to apply for funding from both sources to be qualified for this solicitation. In the case where services are available through the Medicaid State Plan, applicants are required to first seek reimbursement through the Medicaid State Plan process.
- A.4 The Medicaid Home and Community-Based Services (HCBS) waiver program is authorized in §1915(c) of the Social Security Act. The program permits a State to furnish an array of home and community-based services that assist Medicaid beneficiaries to live in the community and avoid institutionalization. The State has broad discretion to design its waiver program to address the needs of the waiver’s target population. Waiver services complement and/or supplement the services that are available to participants through the Medicaid State plan and other federal, state and local public programs as well as the supports that families and communities provide.

THE SCOPE OF HUMAN CARE SERVICES

SECTION B

HUMAN CARE SERVICES AND SERVICE RATES

The Government of the District of Columbia, Department on Disability Services, hereafter referred to as the “**District**,” is seeking Human Care Agreement Providers , hereafter referred to as the “**Provider**,” for the purchase of residential habilitation services pursuant to the Human Care Agreement Amendment Act of 2000, effective (D.C. Law 13-155, D.C. Official Code 2-303.06a).

Human Care Agreements is based on fixed-unit prices. The Provider shall submit itemized justification of costs for the following line items:

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**HUMAN CARE SERVICE RATES
 BASE YEAR**

B.1	<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>SERVICE RATE</u>
	1001	FACILITY EXPENSES		
	1001.1	Occupancy	Annual Cost	\$ _____
	1001.2	Client Expenses		
	1001.2.1	Food	Annual Cost	\$ _____
	1001.2.2	Clothing (cannot exceed \$300 annually)	Per Customer	\$ _____
	1001.2.3	Medical, if applicable	Annual Cost	\$ _____
	1001.3.1	Supplies	Annual Cost	\$ _____
	1001.3.2	Furnishing	Annual Cost	\$ _____
	1001.4	Communication Cost	Annual Cost	\$ _____
	1002	SPECIALIZED CARE EXPENSES COVERED BY MEDICAID 1915(c) Home and Community Based WAIVER		
	1002.1	Nurse	Per Hour	\$ _____
	1002.2	LPN	Per Hour	\$ _____
	1002.3	Speech Therapist, if applicable	Per Hour	\$ _____
	1002.4	Psychologist	Per Hour	\$ _____
	1002.5	Psychiatrist	Per Hour	\$ _____
	1002.6	Occupational Therapist	Per Hour	\$ _____
	1002.7	Nutritionist (no Fringe)	Per Hour	\$ _____
	1002.8	Transportation	Annual Cost	\$ _____
	1002.9	Direct Care Staff (incl. Fringe)		
	1002.9.1	Staff Person 1	Per Hour	\$ _____
	1002.9.2	Staff Person 2	Per Hour	\$ _____
	1002.9.3	Staff Person 3	Per Hour	\$ _____
	1002.10	House Manager (incl. Fringe)	Per Hour	\$ _____
	1002.11	Other	Per Hour	\$ _____
	1003	ADMINISTRATIVE COST	% of contract amount	\$ _____

**HUMAN CARE SERVICE RATES
 OPTION YEAR ONE**

B.2	<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>SERVICE RATE</u>
	2001	FACILITY EXPENSES		
	2001.1	Occupancy	Annual Cost	\$_____
	2001.2	Client Expenses		
	2001.2.1	Food	Annual Cost	\$_____
	2001.2.2	Clothing (cannot exceed \$300 annually)	Per Customer	\$_____
	2001.2.3	Medical, if applicable	Annual Cost	\$_____
	2001.3.1	Supplies	Annual Cost	\$_____
	2001.3.2	Furnishing	Annual Cost	\$_____
	2001.4	Communication Cost	Annual Cost	\$_____
	2002	SPECIALIZED CARE EXPENSES COVERED BY MEDICAID 1915(c) Home and Community Based WAIVER		
	2002.1	Nurse	Per Hour	\$_____
	2002.2	LPN	Per Hour	\$_____
	2002.3	Speech Therapist, if applicable	Per Hour	\$_____
	2002.4	Psychologist	Per Hour	\$_____
	2002.5	Psychiatrist	Per Hour	\$_____
	2002.6	Occupational Therapist	Per Hour	\$_____
	2002.7	Nutritionist (no Fringe)	Per Hour	\$_____
	2002.8	Transportation	Annual Cost	\$_____
	2002.9	Direct Care Staff (incl. Fringe)		
	2002.9.1	Staff Person 1	Per Hour	\$_____
	2002.9.2	Staff Person 2	Per Hour	\$_____
	2002.9.3	Staff Person 3	Per Hour	\$_____
	2002.10	House Manager (incl. Fringe)	Per Hour	\$_____
	2002.11	Other	Per Hour	\$_____
	2003	ADMINISTRATIVE COST	% of contract amount	\$_____

**HUMAN CARE SERVICE RATES
 OPTION YEAR TWO**

B.3	<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>SERVICE RATE</u>
	3001	FACILITY EXPENSES		
	3001.1	Occupancy	Annual Cost	\$_____
	3001.2	Client Expenses		
	3001.2.1	Food	Annual Cost	\$_____
	3001.2.2	Clothing (cannot exceed \$300 annually)	Per Customer	\$_____
	3001.2.3	Medical, if applicable	Annual Cost	\$_____
	3001.3.1	Supplies	Annual Cost	\$_____
	3001.3.2	Furnishing	Annual Cost	\$_____
	3001.4	Communication Cost	Annual Cost	\$_____
	3002	SPECIALIZED CARE EXPENSES COVERED BY MEDICAID 1915(c) Home and Community Based WAIVER		
	3002.1	Nurse	Per Hour	\$_____
	3002.2	LPN	Per Hour	\$_____
	3002.3	Speech Therapist, if applicable	Per Hour	\$_____
	3002.4	Psychologist	Per Hour	\$_____
	3002.5	Psychiatrist	Per Hour	\$_____
	3002.6	Occupational Therapist	Per Hour	\$_____
	3002.7	Nutritionist (no Fringe)	Per Hour	\$_____
	3002.8	Transportation	Annual Cost	\$_____
	3002.9	Direct Care Staff (incl. Fringe)		
	3002.9.1	Staff Person 1	Per Hour	\$_____
	3002.9.2	Staff Person 2	Per Hour	\$_____
	3002.9.3	Staff Person 3	Per Hour	\$_____
	3002.10	House Manager (incl. Fringe)	Per Hour	\$_____
	3002.11	Other	Per Hour	\$_____

3003 ADMINISTRATIVE COST % of contract amount \$_____

**HUMAN CARE SERVICE RATES
 OPTION YEAR THREE**

B.4	<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>SERVICE RATE</u>
	4001	FACILITY EXPENSES		
	4001.1	Occupancy	Annual Cost	\$_____
	4001.2	Client Expenses		
	4001.2.1	Food	Annual Cost	\$_____
	4001.2.2	Clothing (cannot exceed \$300 annually)	Per Customer	\$_____
	4001.2.3	Medical, if applicable	Annual Cost	\$_____
	4001.3.1	Supplies	Annual Cost	\$_____
	4001.3.2	Furnishing	Annual Cost	\$_____
	4001.4	Communication Cost	Annual Cost	\$_____
	4002	SPECIALIZED CARE EXPENSES COVERED BY MEDICAID 1915(c) Home and Community Based WAIVER		
	4002.1	Nurse	Per Hour	\$_____
	4002.2	LPN	Per Hour	\$_____
	4002.3	Speech Therapist, if applicable	Per Hour	\$_____
	4002.4	Psychologist	Per Hour	\$_____
	4002.5	Psychiatrist	Per Hour	\$_____
	4002.6	Occupational Therapist	Per Hour	\$_____
	4002.7	Nutritionist (no Fringe)	Per Hour	\$_____
	4002.8	Transportation	Annual Cost	\$_____
	4002.9	Direct Care Staff (incl. Fringe)		
	4002.9.1	Staff Person 1	Per Hour	\$_____
	4002.9.2	Staff Person 2	Per Hour	\$_____
	4002.9.3	Staff Person 3	Per Hour	\$_____
	4002.10	House Manager (incl. Fringe)	Per Hour	\$_____
	4002.11	Other	Per Hour	\$_____

4003 ADMINISTRATIVE COST % of contract amount \$_____

**HUMAN CARE SERVICE RATES
 OPTION YEAR FOUR**

B.5	<u>CLIN</u>	<u>SERVICE DESCRIPTION</u>	<u>UNIT</u>	<u>SERVICE RATE</u>
	5001	FACILITY EXPENSES		
	5001.1	Occupancy	Annual Cost	\$_____
	5001.2	Client Expenses		
	5001.2.1	Food	Annual Cost	\$_____
	5001.2.2	Clothing (cannot exceed \$300 annually)	Per Customer	\$_____
	5001.2.3	Medical, if applicable	Annual Cost	\$_____
	5001.3.1	Supplies	Annual Cost	\$_____
	5001.3.2	Furnishing	Annual Cost	\$_____
	5001.4	Communication Cost	Annual Cost	\$_____
	5002	SPECIALIZED CARE EXPENSES COVERED BY MEDICAID 1915(c) Home and Community Based WAIVER		
	5002.1	Nurse	Per Hour	\$_____
	5002.2	LPN	Per Hour	\$_____
	5002.3	Speech Therapist, if applicable	Per Hour	\$_____
	5002.4	Psychologist	Per Hour	\$_____
	5002.5	Psychiatrist	Per Hour	\$_____
	5002.6	Occupational Therapist	Per Hour	\$_____
	5002.7	Nutritionist (no Fringe)	Per Hour	\$_____
	5001.8	Transportation	Annual Cost	\$_____
	5002.9	Direct Care Staff (incl. Fringe)		
	5002.9.1	Staff Person 1	Per Hour	\$_____
	5002.9.2	Staff Person 2	Per Hour	\$_____
	5002.9.3	Staff Person 3	Per Hour	\$_____
	5002.10	House Manager (incl. Fringe)	Per Hour	\$_____
	5002.11	Other	Per Hour	\$_____

5003 ADMINISTRATIVE COST % of contract amount \$ _____

- B.6 CLINs 1101.2, 2101.2, 3101.2, 4101.2, 5101.2 – Occupancy, This is the estimated annual cost to rent the living resident for the client. Provider must provide a copy of the pending lease with the proposed budget provided for each client. Rental cost will be prorated based on the total annual cost of the unit divided by the number of tenants in the unit. (Example, 3 bedroom unit at a monthly cost of \$1500.00 would be prorated at \$500 each per three (3) clients assigned to the unit. Unit refers to apartment of house).
- B.7 CLINs 1101.3.1, 2101.3.1, 3101.3.1, 4101.3.1, 5101.3.1 – Provider shall estimate the total annual cost for food based on the specific nutritional needs of the referenced client. Contractor is required to provide a breakdown on how the annual cost was developed.
- B.8 1101.3.2, 2101.3.2, 3101.3.2, 4101.3.2, 5101.3.2 – Clothing has an annual cost not to exceed amount of \$600 per client. This amount is non-negotiable.
- B.9 1101.3.3, 2101.3.3, 3101.3.3, 4101.3.3, 5101.3.3 – Medical expenses based on the specific medical (dental and prescription and over the counter drugs not covered by Medicaid) needs of the referenced client. Provider is required to provide a breakdown on how the annual cost was developed.
- B.10 CLINS 1101.4.1, 2101.4.1, 3101.4.1, 4101.4.1, 5101.4.1 – Estimated annual cost of household supplies required to maintain a clean, safe and sanitized living quarters. Provide detailed list and expense log of items.
- B.11 CLINS 1101.4.2, 2101.4.2, 3101.4.2, 4101.4.2, 5101.4.2 – Furnishings - Estimated annual cost of household furnishing for each client. The Provider is required to submit three (3) quotes for itemized furnishings with each budget proposed. The cost of furnishing the common space (living room, dining room, and kitchen) are to be shared among the multiple clients in a unit. All furnishings purchased for the client by the Provider will become the property of the client or the District when the client vacates the premises either voluntarily or involuntarily.
- B.12 CLINs 1101.5, 2101.5, 3101.5, 4101.5, 5101.5 – Communication cost refers to the cost to provide annual telephone service for each client. Provider must provide data on how this amount was developed. Provide a quarterly report with actual telephone bills to substantiate this cost.

- B.13 Provider shall provide hourly rates for all the CLINS stated under 1102 Specialized Care Expenses. Only those expenses that are not covered by Medicaid will be paid to the Provider as an expense under the Human Care Agreement. The hourly rates shall be the same as those paid by Medicaid.
- B.14 Provider shall provide detailed cost and pricing data with its application to demonstrate how it arrived at the percentage to charge as the Administrative Cost. The Administrative Cost shall include all general and administrative, overhead and profit. This cost is only associated with those services stated as facility expenses. No administrative cost are to be included for any item covered by Medicaid.

SECTION C

HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Background

C.1.1 This is an ongoing service.

C.1.2 In 1976, John H. Pratt, United States District Judge signed Civil Action No. 76-0293 (the Pratt Decree) ordering the de-institutionalization of Forest Haven, the District's institution for persons with mental retardation and other developmental Disability. In 1978, the D.C. City Council enacted the Mentally Retarded Citizen Constitutional Rights and Dignity Act (D.C. Law 2-137). Both the consent decree and the law protect the rights of the District's citizens with appropriate services and support, freedom from harm and service delivery in the least restrictive setting. The Department on Disability Services (DDS) is charged with the development and provision of residential habilitation services for this customer population.

C.2 Scope of Human Care Service:

C.2.1 The Department on Disability Services (DDS) is seeking Providers for various types of residential care with unique staffing patterns and service requirements supported through the 1915(c) Home and Community Based Waiver, State Plan Services and local appropriated funding. DDS shall contract for the following residential care:

- 1) Licensed Group Homes, maximum of six (6) residents as set forth in Section 97B of Title 29 DCMR; and
- 2) Supervised facility, maximum of 3 as set forth in Section 993.

C.2.2 Provider will operate residential care with services offered through the 1915(c) Home and Community Based Waiver as described in Title 29 DCMR – Chapter 19 General Provisions of the Home & Community Based Services for Persons with Mental Retardations and Developmental Disability.

C.2.3 The Human Care Agreement (HCA) will be modeled to reflect Title 29 DCMR, General Provisions of the Home and Community Based Waiver as modifications become available.

C.2.4 Providers will be required to submit a complete application to become a 1915(c) Home and Community Based Waiver provider. The Waiver documents must be submitted with your application. Providers who do not submit the Waiver

document with its application will be disqualified for this solicitation. The 1915(c) Home and Community Based Waiver Application is at attachment 24.

C.2.5 The following is a list of all the waiver services and their descriptions that are available to qualified providers. None of the services listed below will be supported with local funds. All waiver services are reimbursable to the District with 70% federal funds and 30% local funds match. The persons with disabilities served by DDS may select any eligible provider of these services. If the residential service provider is not a provider for a particular waiver service, the person with a disability may elect to receive support services from another waiver provider. The residential provider must not interfere in the free choice of the person with a disability to seek the necessary services from any approved waiver provider.

C.2.5.1 PROFESSIONAL

SERVICE	CODE	RATE
Personal Care Aide (PCA)	T1019-U4	\$16.30 per hour Service will be billed in 15-minute units. (Max of 64 units per day.) (Max of 23360 units per year.)
Speech, Hearing, Language	92507-U4	\$130.00 initial assessment (Billed as session)
Occupational Therapy	92507-52-U4	\$65.00 per follow-up visit (Billed as session)
Physical Therapy	G0152-U4	60.0 Initial assessment 60.00 per follow-up visit Service will be billed in 15-minute units. (Max of 4 units per session.)
	G0151-U4	\$65.00 initial assessment \$65.00 per follow-up visit Service will be billed in 15-minute units. (Max of 4 units per session.)

Respite	T1005-TD-U4	\$28 per hour-RN \$28 Per Hour Service will be billed in 15-minute units. (Max of 96 units per day and 2880 units per year.)
	T1005-TE-U4	\$20 per hour-LPN Service will be billed in 15-minute units. (Max of 96 units per day and 2880 units per year.)
	T1005-U4	\$16..30 per hr (1-17 hours/day) for respite aide Service will be billed in 15-minute units. (Max of 96 units per day and 2880 units per year.)
	T1005-TU-U4	\$300.00 per day (18+ hours/day) for respite aide. Service will be billed in 15-minute units. (Max of 96 units per day and 2880 units per year.)
Skilled Nursing	Visit G0154-U4	65.00 per visit (16 Units per visit)
	Extended G0154-TD-U4 (RN)	\$28 Per Hour. Service will be billed in 15-minute units. (Max of 8 units per day in Res Hab and Independent Hab)
	G0154-TE-U4 (LPN)	\$28 Per Hour. Service will be billed in 15-minute units. (Max of 8 units per day in Res Hab and Independent Hab)
Nutritional Counseling	S9470-U4	\$100.00 initial assessment (Billed as session)
	S9470-52-U4	\$55.00 per follow-up visit (Billed as session)
Dental Services	SEE RULES	See Extensive Fee Schedule in Rule
Preventative/Crisis	<p style="text-align: center;">Crisis</p> <input type="checkbox"/> M303 S9485 <input type="checkbox"/> M304 S9484 <p style="text-align: center;">Preventative</p> <input type="checkbox"/> M305 S9485 <input type="checkbox"/> M306 S9484 <p style="text-align: center;">Crisis Attendant</p> <input type="checkbox"/> S5125-U4	<p style="text-align: center;">Crisis</p> <input type="checkbox"/> Assessment \$240 (Billed as session) (2 per year without Human Rights limit waiver) <input type="checkbox"/> Support \$16.30 Support \$33.57 per unit. Service will be billed in 15-minute units. (Max 800 units without Human Rights limit waiver) <p style="text-align: center;">Preventative</p> <input type="checkbox"/> Assessment \$240 (Billed as session) (2 per year without Human Rights limit waiver) <input type="checkbox"/> Support \$33.57 per unit. Service will be billed in 15-minute units. (Max 800 units without Human Rights limit waiver) \$16.30 per hour. Service will be billed in 15-minute units. (Max 800 units per year without Human Rights limit waiver)

Family Training	S5111-U4	\$60.00 per hr initial service. Service will be billed in 15-minute units. (16 units per session.)
	S5111-52-U4	\$50.00 per hour follow-up Service will be billed in 15-minute units. (16 units per session.)

Equipment Support

SERVICE	CODE	RATE
Personal Emergency Response Services (PERS)	S5160-U4	\$40.00 initial installation
	S5161-U4	\$28.50 monthly rental
Adaptive Equipment	Uses State Plan Durable Medical Equipment Procedures	Uses State Plan Durable Medical Equipment Procedures
Environmental Accessibility Adaptation	S5165-HK-U4	\$2,000 Specialized Electric & Plumbing-
	S5165-HI-U4	\$2,000 Bathroom modification
	S5165-SC-U4	\$90 per linear foot – Ramp \$90 per linear foot – Doorway modifications (Limit of \$10,000 expenditure lifetime.)

Residential Supports

SERVICE	CODE	RATE
Independent Habilitation	97537-52-U4 (Mon-Fri)	\$15.00 per hour. Service will be billed in 15-minute units. (Mon-Fri) (Max 32 units per day) (Max 8320 units per year)
	97537-U2-U4 (Sat & Sun)	(Sat & Sun) (Max 64 units per day) (Max 6656 units per year)

Residential Habilitation	97535-U4	\$120.00 per day. Service will be billed in 15-minute units. (Min 96 Units per day.) (Max 35040 units per year.)
Companion	S5135-U4	\$12.00 per hour Service will be billed in 15-minute units. (Max 1920 units per year)
Attendant	S5125-U4	\$16.30 per hour. Service will be billed in 15-minute units. (Max 4160 units per year without Human Rights limit waiver)
Homemaker	S5130-U4	\$12.00 per hour Service will be billed in 15-minute units. (Max 32 units per week) (Max 1664 units per year)
Chore	S5120-U4	\$15.00 per hour Service will be billed in 15-minute units. (Max 128 units per year)

DAY SUPPORTS

SERVICE	CODE	RATE
Supportive Employment	97537-U4	Intake/Assessment \$140.00/day Job Development \$140.00/day Placement & Support \$140.00/day Service will be billed in 15-minute units. (Max of 20 units per day) (Max of 5200 units per year)
Day Habilitation	97535-HI-U4	\$5.00 per unit Service will be billed in 15-minute units. (Max of 20 units per day) (Max of 5200 units per year)
Pre-Vocational	97537-HI-U4	\$5.00 per unit Service will be billed in 15-minute units. (Max of 20 units per day) (Max of 5200 units per year)

SERVICE	CODE	
Ambulatory Van, 1 - way inside B W	A0110-U4	\$ 16.50
Ambulatory Van, 2 - way inside B W	T2003-U4-U2	\$ 27.50
Ambulatory Van, 1 - way w/extra assistant inside BW	A0110-TF-U4	\$ 22.00
Ambulatory Van, 2 - way w/extra assistant inside BW	A0424-U4-U2	\$ 33.00
Ambulatory Van, 1 - way outside B W	T2004-U4	\$ 27.50
Ambulatory Van, 2 - way outside BW	T2003-TN-U4-U2	\$ 44.00
Ambulatory Van, 1 - way outside BW with extra assistant	S0215-U4-U1	\$ 33.00
Ambulatory Van, 2 - way outside B W with extra assistant	T2003-U6-U4	\$ 49.50
Wheelchair Van, 1 - way inside BW	A0130-U4	\$ 22.50
Wheelchair Van, 2 - way inside B W	A0434-U4	\$ 35.75
Wheelchair Van, 1 - way inside B W with extra assist	T2001-U4	\$ 30.25
Wheelchair Van, 2 - way inside B W with extra assist	A0120-U4	\$ 41.25
Wheelchair Van, 1 - way outside B W	A0120-U1-U4	\$ 33.00
Wheelchair Van, 2 - way outside B W	A0080-U4	\$ 49.50
Wheelchair Van, 1 - way outside B W with extra assistant	A0120-U6-U4	\$ 38.50

Wheelchair Van, 2 - way outside BW with extra assistance	A0425-U4-U6	\$ 55.00
Trip Cancellation	T2003-SE-U4-TP	\$ 8.50

C.3. DEFINITIONS

C.3.1 **Developmental Disability** means a severe, chronic disability of a person that is attributable to a mental or physical impairment, or both, that is manifested before the person attains the age of twenty-two (22) years and is likely to continue indefinitely. The disability causes substantial functional limitation in three (3) or more of the following major life activities: (a) Self-care; (b) Receptive and expressive language; (c) Learning; (d) Mobility; (e) Self-direction; (f) Capacity for independent living; and (g) Economic self-sufficiency; and reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other

services which are of lifelong or extended duration and are individually planned and coordinated.

C.3.2 **Direct Care Staff** means individuals employed to work in the group home for mentally retarded persons (GHMRP) who render the day-to-day personal assistance residents require in order to meet the goals of their Individual Support Plan (ISP).

C.3.3 **Group Home (Maryland)** means a residence owned, leased, or operated by a licensee that provides residential services for individuals who, because of a developmental disability, require specialized living arrangements. The Group Home (MD) admits at least four, but not more than eight individuals and provides 10 or more hours of supervision per week.

C.3.4 **Group Home for Mentally Retarded Persons (GHMRP)** means a licensed community residence as defined in Chapter 35 of DCMR.

C.3.5 **Habilitative Services** means the process by which a person is assisted to acquire and maintain those life skills which enable him or her to cope more effectively with the demands of his or her own person and of his or her own environment and to raise the level of his or her physical, intellectual, social, emotional and economic efficiency.

C.3.6 **Human Care Agreement** means a written agreement for the procurement of education or special education, health, human or social services pursuant to section 306a, to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified on Section D.2.

C.3.7 **Human Care Services** means education, or special education, health, human, or social services to be provided directly to individuals who are disabled, disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.

C.3.8 **Individual Financial Plan (IFP)** means a written component of the Individual Support Plan that outlines major purchased and major expenses that shall be anticipated and shall include known income sources, assets, and liabilities.

- C.3.9 **Individual Program Plan (IPP)** is the plan that is a part of the ISP that is completed by all Day Programs and Residential Providers that identifies the supports and services that pertain to that particular program or provider that are developed into long-term goals and short-term objectives that are incrementally achievable.
- C.3.10 **Individual Support Plan (ISP)** means a written document of recovery services developed by a planning team chosen, whenever possible, by the individual or his/her guardian. The ISP serves as the single document that integrates all supports a person may receive irrespective of where the person resides. The ISP presents the measurable goals and objectives identified as required for meeting the person's preferences, choices, and desired outcomes. The ISP also addresses the provision of safe, secure and dependable supports that are necessary for the person's well-being, independence and social inclusion.
- C.3.11 **Least Restrictive Setting** means that living or habilitation arrangement (most integrated setting) 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 (see MRDDA Policy).
- C.3.12 **Provider** means a consultant, vendor, or contractor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District. The provider shall also be required to participate in the Home and Community-Based Services Waiver for Individuals with Mental Retardation and Developmental Disability. The Waiver affords the District to develop and implement creative alternatives to placing individuals with mental retardation and developmental Disability in institutions and allowing them to reside in the community thus preserving their independence and ties to families and friends at a cost no higher than that of institutional care.
- C.3.13 **Qualified Personnel** means persons holding official credentials, accreditation registration, certification, or licenses issued by their jurisdiction. The term shall include administrators, dentists, dietitians, occupational therapists, professional nurses, physicians, podiatrists, speech pathologists or audiologists, pharmacists, social workers and other professional services.
- C.3.14 **Supervised Apartment** means a living arrangement for one to three customers with mental retardation that provides drop-in to twenty-four hour supervision. Generally provides training in money management, food preparation, time management, independent travel, and socialization skills.
- C.3.15 **Task Order** means an order for services placed against an established human care agreement, using OCP Form 1902, Human Care Agreement Task Order.
- C.3.16 **Voucher** means a written authorization, to a service provider who has been awarded a human care agreement, to provide the services authorized in the agreement and described in the voucher directly to an individual identified in writing.

C.4. **CONTRACTOR TASKS**

- C.4.1 The Provider shall provide for persons with developmental Disability as specified in DDS policy, Chapter 35, DCMR and DC Law 2-137.
- C.4.2 The Provider shall provide support services in accordance with the established Individual Support Plan (ISP) and in accordance with DDS policy.
- C.4.3 The provider shall justify in writing the reason for not accepting a referral, based on behavioral, psychological, medical, and social assessments.
- C.4.4 The Provider shall not terminate a customer from its facility or program unless agreed upon by designated DDS staff writing. A case conference, which includes the customer and ISP team members, must be held to make the decision to terminate. Provider must allow DDS at least 60 days to identify another placement. **A consumer cannot be terminated without an identified alternate placement** to include continued provision of services post hospitalization or acute psychiatric episode.
- C.4.5 In the event that the Provider decides to permanently close a residential facility, the Provider shall notify DDS in writing (and if necessary, the licensing authority) at least 120 days prior to the closure date.

C.5 SPECIFIC RESIDENTIAL HABILITATION REQUIREMENTS

- C.5.1 The Provider shall maintain documentation of the customer's income including all allowance payments, social security benefits, earned income and any other form of income. The Provider shall provide oversight for the customer's individual interest bearing bank account.
- C.5.2 The Provider shall provide appropriate supervision to assist customers in the areas of daily living skills, meal preparation, dressing in appropriate clothing, planning events of the evening, and in general, following the IPP of each customer.
- C.5.3 The Provider shall submit a work plan that describes the operation of the facility including staffing and consultants. The work plan must not exceed five pages.
- C.5.4 The Provider shall submit a sample activity schedule reflecting one (1) full week's activities.
- C.5.5 The Provider shall submit a timeline for development, which will indicate an understanding of the development process.
- C.5.6 The provider shall maintain documentation of all services, including assessments, teaching and training activities rendered, the consumer's progress in meeting established goals, and any recommendations for changes in the goals or plan of care.

C.5.7 The provider shall submit invoices, written monthly reports that indicate the number of vacancies, consumer demographics, performance standards, and other information as prescribed by the 10th day of each month to:

Department on Disability Services
Intellectual and Developmental Disability Administration
Operations Manager
1125– 15th Street, N.W., 9th Floor
Washington, DC 20005
Phone: 202-730-1700

C.5.8 The provider shall be willing to consider the possibility of new development to expand service delivery within its capability as determined by the consumer's needs, including medically fragile consumers.

C.5.9 The provider shall be engaged in ensuring continuity of services for the consumer, such as attending discharge planning meetings, participating in the review and plans for the consumer's pending discharge, and serving as a resource in planning the consumer's continuing care.

C.5.10 The provider shall adhere to the DDS Action Steps to Ensure Service Compliance.

C.6 STAFF REQUIREMENTS

C.6.1 The Provider shall ensure that all staff, employed in the residential facility, receives training on existing and future DDS policies. The training must be conducted by the Provider and/or the DDS training Unit. Documentation of staff training shall be kept on file in each staff person's personnel record.

C.6.2 The Provider shall ensure that staff can provide services capable of meeting the cultural and linguistic needs of the participating clients and/or pertinent family members. To the extent possible, the Provider shall comply with the First Source Employment Agreement, and recruit and hire appropriately qualified staff from the community served.

C.6.3 The Provider shall profile staff credentials, including, but not limited to, the number of staff, educational degrees, languages spoken and areas of specialization, and describe how these impact and address service needs of the targeted population.

C.6.4 Provider shall establish (and submit with their proposals as outlined in Section L) staff training and development policy and procedures that are in compliance with the licensure regulations, and DDS guidelines outlined in this section.

C.6.5 Provider shall also ensure that staff is trained on the provision of community-based services, including training on community characteristics, resources and needs, and negotiating services for person with developmental Disability within a community-based environment. Every effort shall be made by the Provider to ensure that training incorporates and encourages the participation of

representatives from community residents and community-based service providers.

C.6.7 The Provider shall maintain training records, including attendance and copies of the curriculum.

C.6.8 **Information, Data Collection, Program Evaluation, and Quality Assurance**

- C.6.9 Provider and all subcontractors shall establish and submit, upon award, policies and procedures that ensure compliance with all District and federal privacy and confidentiality laws and polices.
- C.6.10 Provider shall maintain adequate case files and fiscal records, and ensure that staff follow appropriate record-keeping practices and procedures, in a manner that is compliant with and supports all existing federal, state, and local laws, rules, and regulations, and is consistent with policies, procedures, and standards promulgated by DDS.
- C.6.11 Provider shall comply with DDS standards for reporting, monitoring activities, and performance reviews. DDS shall offer technical assistance and a period of time for implementation of protocol in order to meet compliance standards.
- C.6.12 Provider shall develop and submit with the proposal their quality assurance systems for monitoring and reviewing program performance and designing and implementing improvement strategies. Provider shall ensure participation in all DDS Quality Improvement Processes that include, but may not be limited to, the following:
- (a) Administrative Reviews
 - (b) Case Practice Staffing
 - (c) Basic Assurance Reviews

C.7 SITE REQUIREMENTS

- C.7.1 The Provider shall, within thirty (30) days and prior to occupancy, for all new sites located in the District of Columbia or within its state jurisdiction, communicate with the neighbors and the area Advisory Neighborhood Commissioner for purposes of introductions and for sharing information about the program. Within 72 hours of the communications, the Provider shall submit to the COTR, documentation which describes the substance of the communications, the parties contacted, and the date of contact.
- C.7.2 The DDS reserves the right to inspect all sites prior to execution of contract or placement of customers. Further, the District will conduct periodic, scheduled or unscheduled site visits for purposes of directly observing the provision of services and discussing contract performance relative to the terms and conditions of the contract.
- C.7.3 The Provider's sites used during the performance of this contract shall meet all applicable federal, state and local regulations for their intended use throughout the duration of the contract and shall maintain current all required permits and licenses for all facilities. All facilities shall include adequate space, as well as furnishings that are well maintained.
- C.7.4 Provider must submit in writing to all necessary parties, the reason and location of a temporary alternate site, prior to relocation for approval. Providers shall notify all parties (DHS-DDS, DOH-HRA, court, family advocates, etc.) in writing of inter-agency (quality transfers) relocations or permanent placements, prior to the move. The Provider must have in writing the approval of the client to be moved.

- C.7.5 The Provider at no additional cost to the District shall provide supplies and services routinely needed for maintenance and operation of the facility, such as, but not limited to, security, janitorial services, trash pick-up, laundry or linens.
- C.7.6 All furnishings purchased for the clients by the Provider will be come the property of the client or the District when the client vacate the premises either voluntarily or involuntarily.

C.8. COMPLIANCE WITH SERVICE RATES AND OTHER DISTRICT REQUIREMENTS

- C.8.1 The Provider shall submit documentation of rates regulated by its State jurisdiction.
- C.8.2 The Provider shall submit a detailed budget with documentation to justify its cost for Section B. if Provider's cost is not regulated by its State jurisdiction.
- C.8.3 The Provider must submit an audited financial statement by January 31, of each year that the Provider maintains a HCA with the District Government. The statement must be completed by a practicing Certified Public Accountant. DDS will establish a cost report format in conjunction with Providers that will be used to establish rates.
- C.8.4 The Provider must submit a cost allocation plan with the HCA. The cost allocation plan must include all funding sources (i.e. other District or Federal government contracts, grants etc.,) that including the projected amount that will be charged under this HCA.

C.9. METHOD OF DELIVERY OF SERVICES

- C.9.1 The District shall provide to the Provider available social history information, available reports on psychological evaluations, available medical history, available family and school information, and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider to provide services.
- C.9.2 The Provider shall provide no human care service unless and until the District makes an official referral to the Provider, and a task order is issued to the Provider.

C.10 INDIVIDUAL PROGRAM PLAN

The Provider shall submit its plan to address incidents as specified in the "DDS Incident Management System Policy, which is incorporated herein as Attachment F.12.12.

C.11 ELIGIBILITY

The District shall determine and re-determine eligibility for services under this Agreement, 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 qualification, subject to a review by the District, according to the criteria delineated in 27 DCMR Subsection 1905.6 (Attachment F.12.2)

C.12 COMPLIANCE WITH LAWS

The Provider shall comply with all applicable District, federal and other State and local governmental laws, regulations, standards, or ordinances and, where applicable, any other applicable licensing and permit laws, DDS, Human Rights Committee Guidelines, regulations, standards, or ordinances as necessary for the lawful provision of the services required of the Provider under the terms of this Agreement.

C.13 FURNISHINGS

All furnishings purchased for the clients by the Provider will become the property of the client or the District when the client vacates the premises either voluntarily or involuntarily.

C.14 REQUIREMENTS FOR DDS CERTIFICATION

- C.14.1 All Providers must have a governing body that is legally responsible for overseeing the management and operation of all programs conducted by the Provider. The governing body is also responsible for ensuring that the Provider operates in compliance with all requirements of the regulations as well as any other applicable laws and regulations.
- C.14.2 The governing body shall include, at a minimum, at least one individual with a development disability, one family member of an individual with a development disability, and an individual with experience in the field of developmental Disability who is not employed by the Provider.
- C.14.3 A business plan that clearly demonstrates the ability of the Provider to accomplish service provision that meets the needs of the people they plan to support.
- C.14.4 A summary of the experience in the field of developmental Disability of key staff members.
- C.14.5 A written quality assurance plan approved by DDS.
- C.14.6 An agreement to submit annually an audit of its financial actions, completed by an outside entity in good standing.
- C.14.7 Licensing reports issued within the previous ten (10) years from any in-state or out-of-state entity, including deficiency reports and compliance reports.
- C.14.8 Agreement to be subject to an initial pre-license survey and thereafter periodic announced and unannounced visits at any time DDS considers necessary, but at least annually.

C.14.9 Development of a Program Service Plan which describes the Provider's philosophy for the provision of services, and a scope, which includes a discussion of the specific services to be provided, and number of people served.

C.14.10A copy of the written policies and procedures adopted by the Provider.

C.15 BASIC ASSURANCE AND OUTCOME MEASUREMENT

C.52.1 A primary goal of DDS's contract reform initiative is to develop a performance-based system of evaluation that ensures accountability, cost-effectiveness of service provision, and achievement of positive outcomes for people with development Disability. DDS plans to hold providers accountable for improving the quality of services delivered and, over time, for achieving selected outcomes for safety, and well-being. DDS expects to accomplish this through improved data collection and contract monitoring, establishment of financial incentives and disincentives for providers, and the development and implementation of a performance evaluation and certification system. DDS anticipates full achievement of this goal to be phased in over the first two contract years for congregate care.

C.15.2 In the first year, Providers shall participate on a task force to assist DDS in developing an effective approach to outcome measurement, accountability, and application of financial incentives and disincentives. Providers will be asked to select a representative to serve on the task force, and task force objectives shall include, but not be limited to, the following:

- (a) Identification of measures that capture significant client outcomes.
- (b) Identification and resolution of major issues in data reliability and timeliness.
- (c) Development of an overall approach to performance accountability.
- (d) Development of a system for applying financial incentives and disincentives.

C.15.3 DDS will take recommendations made by the task force into consideration in the development of protocols for performance accountability.

C.15.4 While performance accountability shall be phased in during the first two years, DDS expects congregate care providers to meet certain, basic requirements commencing the base contract year, as follows:

- (a) Licensure of the facility and program in accordance with the requirements of the District of Columbia, and, if applicable, any other jurisdiction in which the facility is operating.
- (b) Quality service to clients via fulfillment of all licensing standards and RFP specifications for general, program and service delivery elements of the congregate care program.
- (c) Performance reviews that will provide an opportunity to discuss lessons learned and implementation of improvement strategies.

C.15.5 The following are the goals and out-comes that are expected to be achieved through the award of the various Human Care Agreements:

1. Individuals are safe, secure and receive good health care.

2. Individuals and their families experience full citizenship through inclusion in their community.
3. Individuals and families take a lead role in the planning of supports and services that meet the unique needs of each individual.
4. Individuals and families make key decisions about the services and support they receive.
5. Individual and families have easy access to appropriate and timely supports and services that meet their needs.
6. Individuals' and families' needs are responded to and met through flexible, innovative and creative supports and services.

C.15.2 Providers shall pass the Basic Assurance Standards test as identified in attached 21 and 22.

C.15.3 The Basic Assurances are essential, fundamental, and non-negotiable requirements. A Provider that fully operates within the basic assurances demonstrates successful performance in the area of health, safety and treatment.

C.15.4 The Basic Assurances are prerequisites for providing serves to people.

C.15.5 DDS requires that all Providers meet the performance expectations set in the Basic Assurance Standards Authorization.

C.15.6 Providers that have multiple incident reports/deficiencies within the year that attracts the Director's attention will be sanction and these incidents will affect the exercise on any pending option period(s).

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 a base year with four (4) option periods, subject to the availability of funds for any period beyond the end of the fiscal year in which this Agreement is awarded and successful completion of Basic Assurance Standards and Certification Standards.
- D.1.2 The District may terminate this Agreement in accordance with sections 7, 9 and 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”, if the Provider fails to perform its obligations under this Agreement in accordance with the Agreement and in a timely manner, or otherwise violates any provision of this Agreement.
- D.1.3 The District reserves the right to cancel a task order issued pursuant to this 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 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 Agreement.

D.3 OPTION TO EXTEND TERM OF THE AGREEMENT

- D.3.1 The District Government may extend the term of this contract 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 Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of this option is subject to the availability of funds at the time of the exercise of this option. The Provider may waive the thirty (30) day notice requirements by providing a written notice to the Contracting Officer.
- D.3.2 The service rates prices for the option periods shall be as specified in The Service Rate, Section B.
- D.3.3 The extended contract shall be considered to include this option provision if the District exercises an option.

- D.3.4 The total duration of this Agreement including the exercise of any options under this clause, shall not exceed five (5) years.

SECTION E

HUMAN CARE SERVICE ADMINISTRATION

E.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

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

Ms. Annie R. Watkins
Contracting Officer
1125 – 15th Street, N.W., 2nd Floor
Washington, DC 20005
Telephone Number: (202) 730-1548
Facsimile Number: (202) 730-1845
E-Mail: Annie.Watkins@dc.gov

E.2 CONTRACTING OFFICER'S REPRESENTATIVE

- E.2.1 The Contracting Officer's Representative (COR) 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 will be assigned at contract award.

E.2.2 Contact Person

For information concerning this Human Care Agreement:

Ms. Annie R. Watkins
Contracting Officer
1125 – 15th Street, N.W., 2nd Floor
Washington, DC 20005
Telephone Number: (202) 730-1548
Facsimile Number: (202) 730-1845
E-Mail: Annie.Watkins@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 a Contracting Officer.
- E.3.2 All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3 If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4 The Provider shall forward or submit all monthly invoices for each referral for services or treatment to the agency, office, or program requesting the specified human care service or treatment, and as specified in Item Number 7 on page one (1) of the purchase order/task order, **“Provider/Contractor Shall Submit All Invoices To.”**

**Office of the Controller
Department on Disability Services
P.O. Box 54047
Washington, DC 20037**

- E.3.5 To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- E.3.5.1 Provider name and address; name of customers; location of customers;
 - E.3.5.2 Invoice date, number and the total amount due;
 - E.3.5.3 Period or date of service;
 - E.3.5.4 Description of service;
 - E.3.5.5 Quantity of services provided or performed to include service, and the frequency and duration of each service;
 - E.3.5.6 Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
 - E.3.5.7 Purchase Order or Task Order Number;
 - E.3.5.8 Contract Number;
 - E.3.5.9 Federal tax identification number;
 - E.3.5.10 Any other supporting documentation or information, as required; and
 - E.3.5.11 Name, title, telephone no., and signature of the preparer.
- E.3.6 Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

SECTION F

AGREEMENT CLAUSES

F.1 STANDARD CONTRACT PROVISIONS INCORPORATED BY REFERENCE

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

F.2 LAWS AND REGULATIONS INCORPORATED BY REFERENCE

By signing this Agreement, the Provider agrees and acknowledges its obligation to be bound by the provisions of the following laws, act and orders, together with the provisions of the applicable regulations made pursuant to the laws:

F.2.1 Walsh-Healey Public Contracts Act, Act of June 30, 1936, as amended (41 U.S.C. 35-45), where applicable.

F.2.2 D.C. Law 2-137, D.C. Official Code Section 7-1301.02 et seq.(The Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978).

F.2.3 Pratt Consent Decree, Civil Action No. 76-0293

F.2.4 Health Care Decision Act

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 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. The Provider shall ensure that the protection of the consumer's record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room.

F.4 AMENDMENTS

This Agreement constitutes the entire Agreement between the parties and all other communications prior to its execution, whether written or oral, with reference to the subject matter of this Agreement are superceded by this Agreement. The Contracting Officer may, at any time, by written order and without notice to a surety, if any, make amendments, or changes in the agreement within the general scope, services, or service rates of the Agreement. The Contracting Officer may make purely clerical or administrative corrections, by amendment in writing to the Agreement with written notice to the Provider.

F.5 TAX COMPLIANCE CERTIFICATION

In signing and submitting this 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 this Agreement.

F.6 SUBCONTRACTS

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

F.7 PROVIDER RESPONSIBILITY

- F.7.1. The Provider bears primary responsibility for ensuring that the Provider/Contractor fulfills all its Agreement requirements under any task order or purchase order that is issued to the Provider pursuant to this Agreement.
- F.7.2 The Provider shall notify the District immediately whenever the Provider does not have adequate staff, financial resources, or facilities to comply with the provision of services under this Human Care Agreement.

F.8 INSURANCE

The Provider shall obtain the minimum insurance coverage set forth below within ten (10) calendar days after being called upon by the District to do so and keep such insurance in force throughout the period of the Human Care Agreement.

F.8.1 Bodily Injury: The Provider shall carry bodily injury insurance coverage written in the comprehensive form of policy of at least five hundred thousand dollars (\$500,000) per occurrence.

F.8.2 Property Damage: The Provider shall carry property damage insurance of at least twenty

thousand dollars (\$20,000) per occurrence.

F.8.3 Workers' Compensation: The Provider shall carry workers' compensation insurance covering all of its employees employed upon the premises and in connection with its other operations pertaining to this Agreement, and the Provider agrees to comply at all times with the provisions of local workers' compensation laws.

F.8.4 Employer's Liability: The Provider shall carry employer's liability of at least one hundred thousand dollars (\$100,000).

F.8.5 Automobile Liability: The Provider shall carry at least two hundred thousand dollars (\$200,000) per person and five hundred thousand dollars (\$500,000) per occurrence for bodily injury and twenty thousand dollars (\$20,000) per occurrence for property damage.

F.8.6 All insurance provided by the Provider as required by this section, except comprehensive automobile liability insurance, shall set forth the Government of the District of Columbia as an additional named insured. All insurance shall be written with responsible companies licensed to operate in the State in which they are located if no services are being performed within the District with a certificate of insurance to be delivered to the District's Contracting Officer within fourteen (14) days of a Human Care Agreement award. The policies of insurance shall provide for at least thirty (30) days written notice to the District prior to their termination or material alteration.

F.9 DEPARTMENT OF LABOR WAGE DETERMINATION

The Provider is bound by the U.S. Department of Labor Wage Determination No. 2005-2103, Revision No. 3, dated May 29, 2007 issued by the U.S. Department of Labor in accordance with the Service Contract Act of 1965, as amended (41 U.S.C. 351-58), and incorporated into this contract as Attachment F.13.6. The applicable U.S. Department of Labor Wage Determination for the regions in which the contract services are provided shall bind contractors located in regions not bound by the above stated Wage Determination.

F.10 HIPAA PRIVACY COMPLIANCE

1. Definitions

- a. ***Business Associate*** means a person or entity, who performs, or assists in the performance of a function or activity on behalf of a covered entity or an organized health care organization in which the covered entity participates, involving the use or disclosure of individually identifiable health information, other than in the capacity of a workforce member of such covered entity or organization. A business associate is also any person or organization that provides, other than in the capacity of a workforce member of such covered entity, legal, actuarial, accounting, consulting, data aggregation, management, administration, accreditation, or financial services to or for the covered entity and receives individually identifiable health information from a covered

entity or another business associate on behalf of a covered entity. In some instances, a covered entity may be a business associate of another covered entity.

- b. **Covered Entity** means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. Parts 160 and 164 of the Privacy Rule. With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components of a hybrid entity.
- c. **Data Aggregation** means, with respect to Protected Health Information created or received by a business associate in its capacity as the business associate of a covered entity, the combining of such Protected Health Information by the business associate with the Protected Health Information received by the business associate in its capacity as a business associate of another covered entity, to permit data analyses that relate to the health care operations of the respective covered entities.
- d. **Designated Record Set** means a group of records maintained by or for the Covered Entity that is:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- e. **Health Care** means care services, or services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or mental condition, or functional status, of an individual or that affects the structure or function of the body; and
 - ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- f. **Health Care Components** means a component or a combination of components of a hybrid entity designated by a hybrid entity in accordance with 45 C.F.R. § 164.105(a) (2) (iii) (C). *Health Care Components* must include non-covered functions that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- g. **Health Care Operations** shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- h. **Hybrid Entity** means a single legal entity that is a covered entity and whose business activities include both covered and non-covered functions, and that designates health care components in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A **Hybrid Entity** is required to designate as a health care component, any other components of the entity that provide services to the covered functions for the purpose of facilitating the sharing of Protected Health Information with such functions of the hybrid entity without business associate agreements or individual authorizations.
- i. **Record** shall mean any item, collection, or grouping of information that includes Protected Health Information and is maintained, collected, used, or disseminated by or for the Covered Entity.
- j. **Individual** shall have the same meaning as the term "individual" in 45 C.F.R. § 164.501 and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. **Individually Identifiable Health Information** is information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual; or
 - iv. With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. **Privacy Official**. The person designated by the District of Columbia, a **Hybrid Entity**, who is responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for overseeing full compliance with this Manual, the Privacy Rules, and other applicable federal and state privacy law.
- m. **Privacy Officer**. The person designated by the Privacy Official or one of the District of Columbia’s designated health care components, which is responsible for enforcing the provisions of this Manual as well as overseeing full compliance with the Covered Agency’s Privacy Policies and Procedures, the Privacy Rules, and other applicable federal and state privacy law(s). The Covered Agency’s privacy officer will follow the guidance of the District’s Privacy Official, and shall be responsive to and report to the District’s Privacy Official.

- n. **Privacy Rule.** "Privacy Rule" shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. part 160 and part 164, subparts A and E.
- o. **Protected Health Information.** "Protected Health Information" means individually identifiable health information that is:
 - i. Transmitted by electronic media;
 - ii. Maintained in electronic media; or
 - iii. Transmitted or maintained in any other form or medium;
 - iv. Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
 - v. Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- p. **Required By Law.** "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- q. **Secretary.** "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- r. **Workforce.** "Workforce" shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a covered entity or business associate, is under the direct control of such entity, whether or not they are paid by the covered entity or business associate.

2. Obligations and Activities of Business Associate

- a. The Business Associate agrees not to use or disclose Protected Health Information other than as permitted or required by this HIPAA Compliance Clause or as Required By Law.
- b. The Business Associate agrees to use commercially reasonable efforts and appropriate safeguards to maintain the security of the Protected Health Information and to prevent use or disclosure of such Protected Health Information other than as provided for by this Clause.
- c. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effect that is known to the Business Associate of a use or disclosure of Protected Health Information by the Business Associate in violation of the requirements of this Clause.
- d. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the Protected Health Information not permitted or required by this HIPAA Compliance Clause

to the District Privacy Official or agency Privacy Officer within ten (10) days from the time the Business Associate becomes aware of such unauthorized use or disclosure.

- e. The Business Associate agrees to ensure that any workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this Clause with respect to Protected Health Information received from the Business Associate, Protected Health Information created by the Business Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.

- f. The Business Associate agrees to provide access, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** *[delete bolded material and insert negotiated terms if applicable]* as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, rules and regulations, to Protected Health Information in a Designated Record Set, to the Covered Entity or an Individual, in compliance with applicable portions of *[Insert Applicable Agency Access Policy]*, attached hereto as Exhibit A and incorporated by reference, and within five (5) business days of the request to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.

- g. The Business Associate agrees to make any amendment(s) to the Protected Health Information in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 CFR 164.526 **in a format** *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District of Columbia laws, in compliance with applicable portions of *[Insert Applicable Agency Amendment Policy]*, attached hereto as Exhibit B and incorporated by reference, and within five (5) business days of the directive in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

- h. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the Protected Health Information in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Identity And Procedure Verification Policy]*, attached hereto as Exhibit C and incorporated by reference.

- i. The Business Associate agrees to record authorizations and log such disclosures of Protected Health Information and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528 and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable portions of the *[Insert Applicable Agency Logging Disclosures for Accounting Policy]* attached hereto as Exhibit D and incorporated by reference.

- j. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert agency appropriate terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and applicable District of Columbia laws, rules and regulations. The Business Associate agrees to comply with the applicable

portions of the [*Insert Applicable Agency Disclosure Accounting Policy*] attached hereto as Exhibit E and incorporated by reference.

- k. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and Protected Health Information, relating to the use and disclosure of Protected Health Information received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated** [*delete bolded material and insert negotiated terms if applicable*] by the District Privacy Official or agency Privacy Officer and the duly authorized Business Associate workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.
- l. The Business Associate may aggregate Protected Health Information in its possession with the Protected Health Information of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to said other Covered Entities provided that the purpose of such aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose Protected Health Information of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized workforce member of the Covered Entity.
- m. Business Associate may de-identify any and all Protected Health Information provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(b). Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute Protected Health Information and is not subject to the terms of this HIPAA Compliance Clause.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use or disclose Protected Health Information to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure

would not violate the Privacy Rule if same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.

- b. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.
- c. Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may disclose Protected Health Information for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
- d. **Except as otherwise limited in this HIPAA Compliance Clause, the Business Associate may use Protected Health Information to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).**
- e. Business Associate may use Protected Health Information to report violations of the Law to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1).

4. Additional Obligations of the Business Associate

- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) days after the commencement of the HIPAA Compliance Clause. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains Protected Health Information (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the workforce of the Covered Entity or other District of Columbia Government agency responsible for receiving and processing requests for Protected Health Information; and

- viii. Supporting documents if the recipient/personal representative has access to the Report/File.

5. **Sanctions**

Business Associate agrees that its workforce members, agents and subcontractors who violate the provisions of the Privacy Rules or other applicable federal or state privacy law will be subject to discipline in accordance with Business Associate's District Personnel Manual and applicable collective bargaining agreements. Business Associate agrees to impose sanctions consistent with Business Associate's personnel policies and procedures and applicable collective bargaining agreements with respect to persons employed by it. Members of the Business Associate Workforce who are not employed by Business Associate are subject to the policies and applicable sanctions for violation of this Manual as set forth in business associate agreements. In the event Business Associate imposes sanctions against any member of its workforce, agents and subcontractors for violation of the provisions of the Privacy Rules or other applicable federal or state privacy laws, the Business Associate shall inform the District Privacy Official or the agency Privacy Officer of the imposition of sanctions.

6. **Obligations of the Covered Entity**

- a. The Covered Entity shall notify the Business Associate of any limitation(s) in its Notice of Privacy Practices of the Covered Entity in accordance with 45 C.F.R. § 164.520, to the extent that such limitation may affect the use or disclosure of Protected Health Information by the Business Associate.
- b. The Covered Entity shall notify the Business Associate of any changes in, or revocation of, permission by the Individual to the use or disclosure of Protected Health Information, to the extent that such changes may affect the use or disclosure of Protected Health Information by the Business Associate.
- c. The Covered Entity shall notify the Business Associate of any restriction to the use or disclosure of Protected Health Information that the Covered Entity has agreed to in accordance with 45 C.F.R. § 164.522, to the extent that such restriction may affect the use or disclosure of Protected Health Information by the Business Associate.

7. **Permissible Requests by Covered Entity**

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

8. **Representations and Warranties**

The Business Associate represents and warrants to the Covered Entity:

- a. That it is duly organized, validly existing, and in good standing under the laws of the jurisdiction in which it is organized or licensed, it has the full power to enter into this HIPAA Compliance

Clause and it, its employees, agents, subcontractors, representatives and members of its workforce are licensed and in good standing with the applicable agency, board, or governing body to perform its obligations hereunder, and that the performance by it of its obligations under this HIPAA Compliance Clause has been duly authorized by all necessary corporate or other actions and will not violate any provision of any license, corporate charter or bylaws;

- b. That it, its employees, agents, subcontractors, representatives and members of its workforce are in good standing with the District of Columbia, that it, its employees, agents, subcontractors, representatives and members of its workforce will submit a letter of good standing from the District of Columbia, and that it, its employees, agents, subcontractors, representatives and members of its workforce have not been de-barred from being employed as a contractor by the federal government or District of Columbia;
- c. That neither the execution of this HIPAA Compliance Clause, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this HIPAA Compliance Clause;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its workforce, whose services may be used to fulfill obligations under this HIPAA Compliance Clause are or shall be appropriately informed of the terms of this HIPAA Compliance Clause and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this HIPAA Compliance Clause; provided that modifications or limitations that the Covered Entity has agreed to adhere to with regard to the use and disclosure of Protected Health Information of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law

(including without limitation following a plea of *nolo contendere* or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, District or local government agency, (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect.

9. Term and Termination

- a. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the contract award, and shall terminate when all of the Protected Health Information provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request, with the Protected Health Information returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or his or her designee and the appropriate and duly authorized workforce member of the Business Associate; or, if it is infeasible to return or confidentially destroy the Protected Health Information, protections are extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or his or her designee.
- b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this HIPAA Compliance Clause by the Business Associate, the Covered Entity shall either:
 - i. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;
 - ii. Immediately terminate the Contract if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible; or
 - iii. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.
- c. *Effect of Termination.*
 - i. Except as provided in paragraph (ii) of this section, upon termination of the Contract, for any reason, the Business Associate shall return in **a mutually agreed upon format or confidentially destroy** [*delete bolded material and insert negotiated terms and*

conditions if applicable] all Protected Health Information received from the Covered Entity, or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to Protected Health Information that is in the possession of ALL subcontractors, agents or workforce members of the Business Associate. The Business Associate shall retain no copies of Protected Health Information in any media form.

- ii. In the event that the Business Associate determines that returning or destroying the Protected Health Information is infeasible, the Business Associate shall provide to the Covered Entity notification of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer that the return or confidential destruction of the Protected Health Information is infeasible, the Business Associate shall extend the protections of this HIPAA Compliance Clause to such Protected Health Information and limit further uses and disclosures of such Protected Health Information to those purposes that make the return or confidential destruction infeasible, for so long as the Business Associate maintains such Protected Health Information. The obligations outlined in Section 2. Obligations and Activities of Business Associate will remain in force to the extent applicable.

10. **Miscellaneous**

- a. *Regulatory References.* A reference in this HIPAA Compliance Clause to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* The Parties agree to take such action as is necessary to amend this HIPAA Compliance Clause from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA. Except for provisions required by law as defined herein, no provision hereof shall be deemed waived unless in writing and signed by duly authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this HIPAA Compliance Clause.
- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective April 2003, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this HIPAA Compliance Clause shall be resolved to permit the Covered Entity to comply with applicable federal and District of Columbia laws, rules and regulations, and the Privacy Rule, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District of Columbia laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of Protected Health Information than those of HIPAA and its Privacy Rule.

The terms of this HIPAA Compliance Clause amend and supplement the terms of the Contract, and whenever possible, all terms and conditions in this HIPAA Compliance Clause are to be harmonized. In the event of a conflict between the terms of the HIPAA Compliance Clause and the terms of the Contract, the terms of this HIPAA Compliance Clause shall control; provided, however, that this HIPAA Compliance Clause shall not supersede any other federal or District of Columbia law or regulation governing the legal relationship of the Parties, or the confidentiality of records or information, except to the extent that the Privacy Rule preempts those laws or regulations. In the event of any conflict between the provisions of the Contract (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this HIPAA Compliance Clause and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to access to and amendment of their Protected Health Information, and to an accounting of the uses and disclosures thereof, in accordance with Paragraphs (2)(f), (g) and (j), nothing in the HIPAA Compliance Clause gives, is intended to give, or shall be construed to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons unless such third persons are individually identified by name herein and expressly described as intended beneficiaries of the terms of this HIPAA Compliance Clause.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal, District of Columbia laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this HIPAA Compliance Clause and the Contract, to the extent they are applicable to this HIPAA Compliance Clause and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District of Columbia. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this HIPAA Compliance Clause shall be litigated by and before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.
- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this HIPAA Compliance Clause; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this HIPAA Compliance Clause.

- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this HIPAA Compliance Clause or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of Protected Health Information by the Business Associate, its workforce, any of its subcontractors, agents, or any third party who has received Protected Health Information from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance Clause and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this HIPAA Compliance Clause shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

If to the Covered Entity, to

Attention: _____

Attention: _____

Fax: _____

Fax: _____

- l. *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This HIPAA Compliance Clause may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this HIPAA Compliance Clause shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.

- o. *Severance.* In the event that any provision of this HIPAA Compliance Clause is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this HIPAA Compliance Clause will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this HIPAA Compliance Clause fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this HIPAA Compliance Clause, if necessary to bring it into compliance. If, after thirty (30) days, the HIPAA Compliance Clause fails to comply with the Privacy Rule, then either Party has the right to terminate this HIPAA Compliance Clause upon written notice to the other Party.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this HIPAA Compliance Clause shall be interpreted as authorizing the Business Associate workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District of Columbia and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary

F.11 ACCESS TO RECORDS

- F.11.1 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.11.2 The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.
- F.11.3 Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider' s human care agreement and related records and documents, in which kept, at all reasonable times for as long as records are retained.

F.12 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.12.1. The Human Care Agreement

F.12.2. The Government of the District of Columbia Standard Contract Provisions for Use With District of Columbia Government Supply and Services dated November 2004.

F.12.3. The Attachments as specified and listed in Section F.13.

F.12.4 Task Order or Purchase Order.

F.13 ATTACHMENTS

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

F.13.1 Human Care Agreement Contractor Qualifications Record, OCP Form 1900, (completed and executed) which is incorporated into this Human Care Agreement

F.13.2 27 DCMR Section 1905 through 1908

F.13.3 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.

F.13.4 Equal Employment Opportunity Compliance documents, including Mayor's Order 85-85, dated June 10, 1985

F.13.5 First Source Employment Agreement

F.13.6 US Department of Labor Wage Determination No. 2005-2103 Revision No. 3, dated May 29, 2007

F.13.7 Tax Certification Registration Application, FR-500 (if applicable)

F.13.8 LSDBE Certification Package

F.13.9 Adaptive Equipment Implementation Plan

F.13.10 Adaptive Equipment: Acquisition, Replacement, Modification, and Repair

F.13.11 Restricted Control Procedures/Behavior Support Policy

F.13.12 Use of Psychotropic Medications

F.13.13 Rights of Persons with Mental Retardation and/or Developmental Disability to the

Provision of Services and Supports in the Most Integrated Community Settings

- F.13.14 DDS Incident Management System
- F.13.15 Individual Support Plan (ISP)
- F.13.16 Intensive Case Management Services
- F.13.17 DDS Rapid Response Officer
- F.13.18 Behavior Support Policy Implementation Plan
- F.13.19 DDS Direct Support Training Policy
- F.13.20 Safeguarding Consumer Funds and Possessions
- F.13.21 Basic Assurance Standard Authorization (Frequently Asked Questions)
- F.13.22 Basic Assurance Standards (Provider/Vendor Assessment Tool)
- F.13.23 Revised Policy and Procedures for the Transportation of Persons with Developmental Disability
- F.13.24 MRDD HCBS Waiver Provider Application and Supplemental

SECTION G

INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS

G.1 CONTRACT AWARD

G.1.1 Most Advantageous to the District

The District intends to award multiple Human Care Agreements resulting from this solicitation to the responsible Provider(s) whose offer(s) conforming to the solicitation will be most advantageous to the District, cost or price, technical and other factors, specified elsewhere in this solicitation considered.

G.1.2 Initial Offers

The District may award Human Care Agreements on the basis of initial offers received, without discussion. Therefore, each initial offer should contain the Provider's best terms from a standpoint of cost or price, technical and other factors.

G.2 PROPOSAL FORM, ORGANIZATION AND CONTENT

One original and seven (7) copies of the written application shall be submitted the Medicaid Waiver. Applications shall be typewritten in 12 point font size on 8.5" by 11" bond paper. Telephonic, telegraphic, and facsimile proposals will not be accepted. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. DCJA-2007-HC-0020 for Human Care Agreement for Residential Services."

The Provider shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Provider must contain sufficient detail to provide a clear and concise representation of the requirements in Section C.

G.2.1 Introduction

This section shall contain an introduction outlining the Provider's overall technical approach to fulfill the requirements of the solicitation. This statement should refer to the work to be performed as set forth in Section C, Statement of Work, and describe how the work will be accomplished in sufficient detail to permit the District to evaluate the Providers application. The DDS is interested in Providers with experience with specific populations, such as people who are mentally complex, behaviorally challenged, dually diagnosed, or in other areas of specific expertise. The following information shall be provided with Provider's applications.

G.2.1.1 A description of your organization including your philosophy and your experience in providing

services to individuals with developmental Disability. Include a description of the array of services you currently offer.

G.2.1.2 A roster of key personnel, their qualifications, and a copy of their position description along with a copy of your organizational chart. (Please include the number of disabled and non-English speaking individuals currently employed by your organization).

G.2.1.3 Describe your organization past performance on similar contracts with other governmental agencies and private organizations in terms of compliance with quality review standards and quality of work. Have you ever had an operating license revoked or issued conditionally? Are your services accredited and, if so, by whom?

G.2.1.4 Describe your organization's experience with community collaborations.

G.2.1.5 Describe your organization's ability to serve an ethnically and culturally diverse population.

G.2.1.6 Provide a copy of your most recent independent financial audit, verification of your organization's solvency, and a "Certification of Good Standing".

G.2.1.7 Provide written materials or a description that makes your agency unique as well as any specialized services and supports that you offer.

G.2.1.8 Please indicate the type of services you would be interested in developing for the Service Consumers from the Department on Disability Services.

G.2.1.9 Completion of Section B above in its entirety. Keep in mind that the prices submitted for the Option Years should include know any annual increases. Options are subject to any new Wage Determinations issued by the US Department of Labor current at the time the option is executed.

G.3 SIGNING OF HUMAN CARE AGREEMENT

The Provider shall sign and print or type its name on the Human Care Agreement Award form of this solicitation. Agreements signed by an agent shall be accompanied by evidence of that agent's authority, unless that evidence has been previously furnished to the Contracting Officer.

G.4 RETENTION OF APPLICATIONS

All application documents will be the property of the District and retained by the District, and therefore will not be returned to the Provider.

G.5 CERTIFICATES OF INSURANCE

The Providers shall submit certificates of insurance giving evidence of the required coverage as specified in Section F.8 prior to commencing work. Evidence of insurance shall be submitted within fourteen (14) days of agreement award to:

Annie R. Watkins
Contracting Officer
1125 – 15th Street, N.W., 9th Floor
Washington, DC 20005
202/730-1548
annie.watkins@dc.gov

G.6 ACKNOWLEDGMENT OF AMENDMENTS

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

G.7 PRE-PROPOSAL CONFERENCE

A pre-proposal conference is scheduled for July 24, 2007 at 10:00 a.m. at 1225 – 15th Street, N.W., 1st Floor Conference, Washington, DC 20005. All questions regarding this solicitation must be submitted in writing no later than July 26, 2007. Responds to questions given at the conference are for information purposes only and does not change in of the terms and conditions of the solicitations. All form responses will be provided in writing by the Contracting Officer. Questions may be faxed the attention of Annie Watkins at 202/730-1845. Questions received after July 26, 2007, may not receive a response.

G.8 LIVING WAGE ACT OF 2006

G.8.1. 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.*), as amended, (“Living Wage Act of 2006”) applies to all contracts for services in the amount of \$100,000 or more in a 12-month period.

The Living Wage Act of 2006 requires a contractor to:

1. 1. 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;
2. 2. 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;
3. 3. provide a copy of the Living Wage Act Fact Sheet to each employee and subcontractor who performs services under the contract;
4. 4. post the Living Wage Act Notice in a conspicuous place in its place of business;
5. 5. include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Living Wage Act Notice in a conspicuous place in its place of business;
6. 6. 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
7. 7. require its subcontractors with subcontracts for \$15,000 or more under the contract to 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.

G.8.2 THE CURRENT LIVING WAGE RATE IS \$11.75.

G.8.2.1 Starting in 2008, the Department of Employment Services may adjust the living wage annually. The OCP will publish the current living wage rate on its website at www.ocp.dc.gov.

G.8.2.2 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.*

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 (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
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.

G.8.2.3 The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Act.

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 PROVIDER/VENDOR ASSESSMENT TOOL

Provider/Vendor: _____
 Address: _____

Current Date: _____
 Prior Assessment Date: _____

<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>1) Rights Protection and Promotion</p> <p>The provider protects and promotes the rights and freedoms of people served.</p> <p>Example:</p> <ul style="list-style-type: none"> • people's rights and freedoms • civil rights <p><i>People exercise their rights and personal freedoms as afforded to all citizens of the United States. Unless legally determined otherwise, no person, provider, group, or government may limit a person's ability to exercise any civil right or personal freedom.</i></p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p> <p><i>9 Performance measures must be Met for the standard to be present.</i></p>	<p>Performance Measure 1 The provider's operating systems and processes create environments that prevent restrictions of people's civil rights and personal freedoms. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 The provider staff receives training on DDS mandated policies on rights, restrictions, substitute decision-making and guardianship. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 The provider has an established Human Rights Committee (HRC) that has clear guidelines to review, investigate and resolve issues or allegations of rights and freedoms restrictions or infringements. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 The provider has a process to assess trends in rights issues that are reviewed through the HRC. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 The provider has clear controls of inventory and audit of people's personal possessions to include: money, medications, and other personal property. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Does the provider have policies and/or procedures that address the implementation and practice of protecting people's rights and freedoms?</p> <p>2. Does the policy expressly define civil rights example: <i>Does the policy identify what a right is? What is a personal freedom?</i></p> <p>3. Does the policy define and state the process for reporting rights violations? <i>Restrictive measures, psychotropic medications, imposed diets, etc.</i></p> <p>4. Does the provider's operating procedures support people served to exercise their rights and personal freedoms?</p> <p>5. Do policies and HRC procedures identify the conditions that must exist in minimizing restrictions and how to reinstate freedoms and choices over time?</p> <p>Practice</p> <p>1. Do people choose activities such as food, outings, religious or spiritual expression etc?</p> <p>2. Are people able to participate in: voting, opening their own mail etc?</p>

DEPARTMENT ON DISABILITY SERVICES (DDS), OFFICE OF PROGRAM INTEGRITY
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 PROVIDER/VENDOR ASSESSMENT TOOL

<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 6 The provider has guidelines for staff to help people learn about and choose to exercise their civil rights and personal freedoms. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 7 The provider staff training enables the staff to educate people (at their level of comprehension) about informed consent decisions and the resulting consequences. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 8 The provider has a system in place to obtain informed consent from people's circle of support i.e. family, guardians or advocates, prior to the implementation of any restriction or restrictive procedures. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 9 The provider's informed consent documents specify the purpose/reason and length of time (1 year) for the document to be valid. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance 10 The provider staff regularly reviews and ensures that people's rights are not restricted or violated (i.e. follow up through the Human Rights Committee). <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>3. What happens when people's rights are violated?</p> <p>4. Do people know how to file a complaint?</p> <p>5. Does staff know how to describe the purpose and methods of their agency's HRC?</p> <p>6. Does staff indicate that they use everyday life to "teach" people about rights, freedoms and responsibilities?</p> <p>7. Are staff supported by the provider through training, policy, and/or other guidance to understand, teach, and promote the protections and exercising of rights and freedoms for all people who receive services?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>2) Dignity and Respect</p> <p>The provider assures that all staff behavior toward each person served is with dignity and respect.</p> <ul style="list-style-type: none"> • Respectful language <p><i>Dignity for all humans implies that people have access to treatment that supports each person's definition of modesty, confidentiality, and choice in how care is delivered. Closely related is respect. Respect is about how people feel they are treated and perceived by others. The way in which a person is referred, listened to, cared for and/or supported, spoken about, spoken to, included, afforded privacy as desired, and treated with regard to age rather than developmental level.</i></p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p> <p><i>9 Performance measures must be Met for the standard to be present.</i></p>	<p>Performance Measure 1 The provider supports and encourages staff to use respectful language to address the people as defined by the District to include the use of respectful terms and descriptors for people.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 The provider encourages people who receive services to let someone know when a problem occurs or are dissatisfied and does the staff listen and respond appropriately.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 The provider assures their staff learns about respect of the people and they are supportive of people's privacy.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 The provider assures that the environment and activities are age appropriate and enhance each person's image as an adult.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 All provider activities, goals and strategies are meaningful, result oriented and individualized for each person.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 6 The provider has policies and procedures that assure a person's confidentiality is respected?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 7 The provider supports and protects people who want to grieve a rights or dignity violation?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Does the provider have a grievance policy that responds to the wants and desires of people served and staff? See <i>Grievance policy</i>.</p> <p>2. Does the provider have policies or procedures on protecting people's confidentiality?</p> <p>Practice</p> <p>1. Can the provider demonstrate the practice of using respectful references and identifiers to address people supported. Do the provider's systems and operating procedures assure use of people first language, in accordance with DDS requirements?</p> <p>2. Does the provider demonstrate use of respectful language in written and verbal communication? Look in person's files for assessments. Verbal cues – in interview listen to see how the staff addresses people.</p> <p>3. Has the provider created a culture that practices listening to people? How was this culture created?</p> <p>4. Are people given privacy during personal visits, or when they use the telephone?</p> <p>5. Do people's room and home reflect their choice in decor and are the choices age appropriate? Who decides on decor in person's room?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 8 The provider has a system in place to ensure that people are protected from retaliation for filing a grievance or appealing a decision?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 9 The provider has a system that tracks and records the resolution of people's grievances?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 10 The provider's system protects people's information that they do not want shared inside or outside of the provider agency?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>6. How does the provider protect people from retaliation when a complaint is filed?</p> <p>7. Does staff know how to describe the grievance/complaint and resolution process of the agency?</p> <p>8. Does provider staff encourage dignity and respect in all areas of service delivery? If so, how does staff practice communication with dignity and respect?</p> <p>9. Is the environment age appropriate for the people living/working or seeking leisure?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>3) Protection from Abuse, Neglect, Mistreatment and Exploitation</p> <p>The provider assures that all people who receive services remain free from harm (i.e. abuse, neglect, mistreatment and exploitation) in the presence of staff or others who receive services and/or interact with people receiving services.</p> <p><i>All people who receive services should live, work, relax and play in environments where they feel safe and will encounter no purposeful harm from anyone.</i></p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p> <p><i>9 Performance measures must be Met for the standard to be present.</i></p>	<p>Performance Measure 1 The provider maintains policies, procedures, training and ongoing support for all staffing recognizing, avoiding and/or reporting any abuse, neglect, mistreatment and exploitation of people who receive services. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 The provider has an identified Incident Management Coordinator (IMC) who reports, investigates and analyzes all incidents that harmed or could harm people. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 The provider has identified committee that meets regularly to analyze, track and trend incidents and make appropriate recommendations. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 The provider responds quickly and thoroughly to each situation of potential abuse, neglect, mistreatment and exploitation. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 The provider ensures that people receiving services are provided training/education on understanding abuse, neglect, mistreatment and exploitation and how to get assistance and protection. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 6 The provider shows evidence that serious reportable incidents are reported accurately within 24 hours of occurrence and within the reporting protocol. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Does the provider have policies and procedures which support federal and District regulations and statutes that clearly identify for staff how to identify and report abuse, neglect, mistreatment, and exploitation?</p> <p>2. Does the provider have documentation showing all staff participated and completed all required training in the areas of abuse, neglect, mistreatment and exploitation?</p> <p>3. Does the provider have an appointed Incident Management Coordinator (IMC)?</p> <p>4. Does the provider have a committee that reviews and investigates incidents and other issues pertaining to assuring people remain free from harm or mistreatment?</p> <p>5. Does the committee routinely convene and maintain records and meeting minutes of the discussions on incidents, trends and recommendations for resolution?</p> <p>6. Does the provider report criminal acts of abuse, neglect, mistreatment and exploitation to the appropriate law enforcement authorities?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 7 The provider shows evidence that serious reportable incidents are investigated and completed (forwarded to DDS) within 5 days.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>7. What is the process for disciplinary actions? Review Incident reporting policy and reports.</p>
	<p>Performance Measure 8 The provider shows evidence that serious reportable investigations resulted in recommendations to minimize where possible the incident in the future.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>8. Does the provider have policies and procedures which teach people how and whom to report abuse, neglect, mistreatment and exploitation?</p> <p>9. Are the providers internal investigations forwarded to DDS, IMEU?</p>
	<p>Performance Measure 9 The provider shows evidence that staff receive appropriate training on incident management and/or intervention as needed.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>10. Do internal investigations of serious reportable incidents contain recommendations to minimize the probability of specific types of incidents in the future?</p> <p>11. Does the provider review incidents reported by staff ensuring inclusion of all pertinent information before forwarding to DDS, IMEU?</p>
	<p>Performance Measure 10 The provider ensures all incidents are reported completely and thoroughly.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>12. Does the provider facilitate ongoing training to staff on proper incident reporting, in addition to participation in DDS required Incident Management training?</p> <p><i>Practice</i> 1. Does the IMC maintain records of reports and investigations that analyze incidents that harm or could harm people? <i>Has an investigation occurred? Look at Incident Management Log.</i></p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
		<p>2. Do the provider's policies, procedures and practices demonstrate how to recognize and instruct staff on how to protect people in an effort to minimize their risks for abuse, neglect, mistreatment and exploitation? <i>Separate from Incident Management</i></p> <p>3. Are all serious reportable incidents reported within 24 hours to the appropriate parties? <i>Look at incident reports.</i></p> <p>4. Are all serious reportable incidents investigated internally and forwarded to DDS within 5 days?</p> <p>5. Is there evidence of a process in which staff are notified and trained on the recommendations or corrective actions?</p> <p>6. Does staff have ongoing support and training and interventions to protect the people they support from abuse, neglect, mistreatment and exploitation?</p> <p>7. Do staffing ratios provide appropriate supervision to prevent or minimize neglect? <i>Knowledge of staff person, ISP, BSP, and sign-in sheets from trainings.</i></p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>4) Best Possible Health</p> <p>The provider supports each person in accessing the necessary medical and related clinical assessments and services to allow each person to experience the best possible health given their people circumstances.</p> <p><i>Every person who receives services, regardless of their medical condition or diagnoses, should be able to receive the most appropriate health and related services to live as free from health related limitations as possible.</i></p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p>	<p>Performance Measure 1 People receive the required medical/clinical assessment and intervention as required by physician's order.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 All people served have current and individualized Health Management Care Plans that support all physical and emotional health care needs including: Individual Health Forms 1-3.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 The provider has a "Health Passport" or portable health documentation for each person that accurately captures their medical history and health status to other health care professionals.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 The provider assures that all clinicians and health practitioners comply with minimal documentation, service, and follow-up requirements.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 Acute changes in health are recognized and addressed immediately and fully.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 6 People are assessed for changes in health and are the changes investigated and addressed pro-actively.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Does the provider have existing policies and procedures that ensure health screening and preventative health services?</p> <p>2. Do people have Health Care Management Plans (HCMP) and ISP's to support all identified physical and emotional health care needs, which contains a health risk profile such as falls assessment, feeding and/or positioning protocols etc.?</p> <p>3. Are Health Forms 1-3 present for each person?</p> <p>4. Do people have a Health Passport or portable health documents that clearly identifies the person's medical and health status/history, and current medications for other health care professionals?</p> <p>5. Does the provider have a procedure for obtaining consent in the event of medically necessary surgeries and/or health related interventions?</p> <p>6. Does the provider have a procedure which provides guidelines for staff on how to respond to a person who refuses medication, treatments, and appointments, which prioritizes the people' health while preserving the person's right to refuse treatment?</p>

9 Performance measures must be Met for the standard to be present.

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 7 Substitute medical consent is addressed with decision makers and guardians and ready in the event it is needed.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p><i>Practice</i></p> <p>1. How are the Health passports or portable documents updated and do they include applicable physician's order?</p>
	<p>Performance Measure 8 Does each person receive medications and treatments as indicated by their medical requirements?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>2. Does the provider have format standards that are consistent within the medical community for documenting medical care, treatment and follow up?</p>
	<p>Performance Measure 9 The provider has clear guidelines for staff when a person refuses medication, treatments, or appointments.</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>3. Does staff observe, report and attend to changes in typical patterns of behavior as possible acute changes in health? (i.e. physician's and/or nurses' notes, health passport, randomly selected charts)</p>
	<p>Performance Measure 10 The provider encourages people to participate in their health care. This participation includes familiarity with health risks and weight changes?</p> <p><input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>4. Does the provider collaborate with the primary care physicians in all matters pertaining to the person's health, and develop plans to address health changes accordingly?</p>
		<p>5. Are people familiar with their prescribed medications purpose and dosage?</p>
		<p>6. Is staff appropriately trained to administer the medications according to the physician's order?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>5) Safe Environments</p> <p>The provider assures to the greatest extent possible, safe buildings/sites where people who receive services attend or live. Further, the provider takes all- reasonable precautions to assure that people live, work, learn, relax, and/or play in safety.</p> <p><i>It is recognized that there are no guarantees for total safety, however, each provider is expected to support all staff to use sound judgment, safe operations, and due diligence in all actions that affect people who receive services.</i></p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p> <p><i>9 Performance measures must be Met for the standard to be present.</i></p>	<p>Performance Measure 1 The provider reviews and identifies safety risks and interventions or precautions specific to each person. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 All physical environments under the responsibility of the provider are determined to be safe through external and internal investigation. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 The provider has operating systems and processes e.g. policies and procedures) to address potential emergency and/or disaster situations. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 The provider implements policies to ensure that people feel safe in their transportation, where they work or where they engage in their leisure or recreation. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 The provider implements a system for screening staff through health screenings, criminal background and reference checks. <input type="checkbox"/> Met. <input type="checkbox"/> Unmet</p> <p>Performance Measure 6 The provider records on its vehicles, maintenance and ensures timely repair as required. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Does the provider have policies and procedures that identify the requirements for keeping people safe in all of their environments, and actions needed when safety is at risk?</p> <p>2. Does the provider have policies and procedures that educate and train people on basic safety in fire, weather, and/or criminal emergencies?</p> <p>3. Does the provider have processes and procedures that educate people about the safety considerations in mobility, home, work/day programs, and other environments they frequent?</p> <p>4. Does the provider’s human resource process include reference and background checks for employees?</p> <p>Practice</p> <p>1. Are the People Safety Plans addressed in each person’s ISP to include: supervision requirements, fire evacuation, water temperature regulations, falls assessment, and/or feeding/positioning protocols?</p> <p>2. Does the provider implement a system in which all facilities are thoroughly inspected for safety?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 7 The provider assures that all vehicles used to transport people meet the applicable legal requirements for operation? <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 8 The provider has an emergency contact information list readily available for all direct support staff, family and/or others that may be responsible during times with people who receive services? <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 9 The provider has a plan to remove and/or compensate for barriers to people to move about freely within their home? <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 10 The provider maintains internal records of environmental safety inspections to include plans of corrections (POC) and actions taken to remedy inspection deficiencies. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>3. Are all recommended repairs completed in a timely manner, and are more serious repair addressed immediately? How is people's safety concerns addressed?</p> <p>4. Do people feel safe in their homes and with their direct care support staff?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>6) Staff Resources and Supports</p> <p>The provider assumes the responsibility for staffing that is adequate in numbers, expertise, and continuity for each person who receives services.</p> <p><i>Because each person has unique interests, needs, and abilities, the provider has mechanisms to assess specific staffing needs, and recruits, trains, and retains needed staff.</i></p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p> <p><i>9 Performance measures must be Met for the standard to be present.</i></p>	<p>Performance Measure 1 The provider assures that each persons Individual Service Plan (ISP) recommends the appropriate staffing requirement based on people requirements. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 The provider system for recruiting, training, and retaining qualified staff that is able to perform the job duties in support of people who receive services. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 The provider trains and supports staff to provide supports and services to each person based on their needs, desires, and choices to the degree possible. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 The provider has a system that gives people input into the choice and continuity of support/direct care staff assignments. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 The provider has a system for evaluating staff based on performance requirement of the position. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 6 The provider has scheduled for regular and/or periodic review staffing ratios and appropriate staffing structures based on individual need. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Are all ISPs completed within 30 days of the person's anniversary date? Are providers, appropriate parties and associated agencies notified of "delays?"</p> <p>2. Does the provider have policies and procedures in keeping with federal and District requirements for hiring, firing, and training staff?</p> <p>3. Are the core members of people's direct care staff maintained for at least 6 months?</p> <p>4. Does the provider maintain a list of relief staff, or contract with a staffing agency to provide relief staff as needed?</p> <p>5. Does the provider offer ongoing training, feedback and staff retention strategies?</p> <p>Practice</p> <p>1. Do people who receive services know what staff members are supposed to be doing with/for them?</p> <p>2. Do people receiving services have input and/or choice of direct care support staff assignments?</p> <p>3. Have staff been allowed and encouraged to routinely consider the individual preferences or clear dislike of people when assigning staff.</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 7 Does the provider match the skills and characteristics of staff with people receiving service supports. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 8 The provider staff are trained and knowledgeable on the appropriate use of adaptive equipment. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 9 The provider staff receives training and demonstrate knowledge on individualized safety, emergency, and/or other support needs. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 10 The provider maintains a schedule of regular adaptive/equipment maintenance? <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
<p>7) Positive Services and Supports</p> <p>The provider assures that each person's ISP is reflective of sound assessments, knowledge of the person, preferences of the person, and individualized with meaningful goals and supports.</p> <p>In doing so, the provider employs only actions that are positive and non-restrictive in nature; are based on the person's wishes rather than sole reliance on staff or family opinions; and are based on an analysis of whether a goal is needed or will an environmental or functional adjustment meet the person's need or desire.</p> <p><input type="checkbox"/> Present <input type="checkbox"/> Absent</p> <p><i>9 Performance measures must be Met for the standard to be present.</i></p>	<p>Performance Measure 1 The ISP reflects the person, their desires, and goals based on people preference. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 2 Each person's ISP is current and contains all required DDS components. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 3 People are provided positive behavioral supports. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 4 Human Rights processes or protocols are utilized when restrictive procedures are deemed necessary. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 5 The ISP appropriately specifies that the persons required restrictions. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 6 ISP goals and services are evaluated annually and/or modified as necessary. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 7 The provider staff performs a pre-ISP assessment of people prior to their annual ISP assessment to plan, to learn/establish personal goals, desires, and required support services. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>System</p> <p>1. Are all complete ISPs current and comply with all DDS requirements?</p> <p>2. Does the provider notify the case manager, guardians, staff and other appropriate parties of any changes to the BSP including adjustments to restrictive programs?</p> <p>3. Does the HRC review people's rights violations, grievances and approve any proposed restrictive procedures?</p> <p>4. How often are ISP goals and services reviewed and/or modified by the ISP team?</p> <p>Practice</p> <p>1. Does the ISP include goals meaningful to the person?</p> <p>2. What has the person(s) accomplished or gained as result of the ISP?</p> <p>3. Does the staff know what is on an individuals ISP?</p> <p>4. Does the staff show evidence that the ISP is implemented successfully?</p>

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<i>Standard</i>	<i>Performance Measure</i>	<i>Probes</i>
	<p>Performance Measure 8 The ISP identifies methods and approaches needed for people to achieve their preferred or required goals? <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 9 The ISP identifies those responsible for supporting people to achieve their goals. <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p> <p>Performance Measure 10 Provider staff receives training and are knowledgeable in implementing the goals listed in the ISP? <input type="checkbox"/> Met <input type="checkbox"/> Unmet</p>	<p>5. How does staff learn about people's needs, desires, wishes or goals?</p>

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IRC Notification:

Recommendations and Guidance Action Plan:
See attached BASA Assessment Report Review for narrative recommendations.

Revised 6/28/07

DISTRICT OF COLUMBIA DEPARTMENT OF HUMAN SERVICES AND
DEPARTMENT OF HEALTH
REVISED POLICY AND PROCEDURES FOR THE TRANSPORTATION OF
— PERSONS WITH DEVELOPMENTAL DISABILITIES —

1. **PURPOSE:** To establish uniform standards of care and procedures for the safe and efficient transportation of persons with developmental disabilities whose care is under contract with a private entity or with a Medicaid provider.
2. **SCOPE:** The following procedures shall be implemented by each provider or contractor who provides or arranges for transportation services for persons with developmental disabilities, including all transportation providers, caregivers, and other service providers employed by, or having a contract or Medicaid Provider Agreement with, the Government of the District of Columbia to provide such transportation services.
3. **DEFINITIONS USED IN THIS DOCUMENT.**
 - A. “Attendant” or “Driver’s Aide” is a person, other than the driver, who is assigned to accompany Passenger(s) during transport to attend to the special needs of that Passenger(s).
 - B. “Authorized Government Agent” is an official of the District of Columbia assigned to DHS/MRDDA who is responsible for obtaining care for Passengers. These officials may also include MRDDA case managers, DOH employees and the Court Monitor and the Monitor’s staff.
 - C. “Receiving Provider” is the Provider that accepts responsibility for a Passenger from a Transportation Provider once transported to a location - usually the place where the Transportation Provider drops-off a Passenger(s).
 - D. “Daily Transportation Transfer Form” is the official Form used to record (1) the transportation services that are required for each Passenger, (2) the time and place of pickup and delivery of the Transportation Services, (3) any unusual incidents during transport (consistent with the DHS/DOH policy on Incident Management), and (4) the transfer of responsibility for each Passenger before, during and after transport.
 - E. “Driver” is the person employed by the Transportation Provider who actually drives the vehicle and is responsible for ensuring a Passenger received Transportation Services.
 - F. “Passenger” is a person with developmental disabilities for whom care is provided pursuant to a contract with a private entity or a Medicaid provider agreement.
 - G. “Provider” is an organization that provides services to persons with developmental disabilities and is reimbursed for such services pursuant to a contract with the Government of the District of Columbia or a Medicaid Provider Agreement.

- H. "Relinquishing Provider" is the Provider that relinquishes responsibility for a Passenger to a transportation Provider so that a Passenger may be transported to another destination-usually the place where a Transportation Provider picks-up or receives a Passenger for transport.
- I. "Residential Provider" is the place where the Passenger actually resides and where most daily transports begin. The Residential Provider is also responsible for ensuring Transportation Services are scheduled and actually received.
- J. "Transportation Provider" is the employer of Drivers and Attendant(s)/Driver's Aide(s) and is responsible for the safe and efficient transportation of Passengers.
- K. "Transportation Services" are all services associated with the safe and efficient transportation of Passengers to and from authorized destinations.

4. DRIVER AND ATTENDANT/DRIVER'S AIDE LICENSING AND TRAINING.

Each Transportation Provider shall ensure the Drivers are licensed and that the Drivers and the Attendants/Driver's Aides are trained to carry out the policy and procedures established by this revised policy.

- A. The Provider must develop written policy/guidelines that at minimum include:
- (1) standards for acceptable driving records for its Drivers;
 - (2) requirements for employee drug testing;
 - (3) a requirement that criminal and traffic background checks will be conducted (along with other routine employment verification checks). These background checks are to be done during the initial hiring process with updates done at least annually on each Driver and Attendant/Driver's Aide. This is to ensure that the Provider is aware of any criminal records or involvement in traffic offenses or moving violations prior to hire or which may occur after the initial certification;
 - (4) a requirement that the Provider's employee must notify the employer within 24 hours of his or her arrest or citation (issuance of a traffic ticket or court notice);
 - (5) a requirement that any pending traffic charges such as driving while under the influence, a physical or sexual assault of any kind, or any felony charge, shall result in the employee's driving privileges being temporarily suspended until a final disposition of the charges;
 - (6) a requirement that immediately following an accident or any incident in which the Driver or Attendant/Driver's Aide conduct threatened the physical safety of persons being transported, that the employee shall undergo drug testing. The employee's refusal to submit to such drug testing shall be a basis for immediate termination of the employee;
 - (7) a requirement that a conviction or guilty plea on any of the foregoing shall result in an immediate disqualification of the employee from transporting individuals under this policy.

A copy of this policy/guidelines are to be provided to DHS/MRDDA and the Provider must agree to comply with these guidelines. Records of the foregoing driving record, criminal background checks and drug testing must be maintained by the provider for at least five years.

- B. Each Transportation Provider shall maintain records certifying that Drivers are licensed to operate the vehicle used to provide transportation services. This information is also to be used for identification purposes of those employees.
- C. Each Transportation Provider shall maintain records certifying that Drivers and Attendants/Driver's Aides have received training on the policy and procedures established by this document. This training, at minimum, must also include the following:
- (1) transportation needs of individuals who are developmentally disabled;
 - (2) implementation of the relevant sections of the IHP of the person being transported, including specialized behavior management supports, or special seating arrangements required to address a medical condition or a behavioral need;
 - (3) administration of First Aid and CPR;
 - (4) incident management and the incident reporting procedures;
 - (5) use of adaptive equipment used during the transportation process, including safety measures associated with such equipment e.g., the use of wheelchair lifts, positioning of Passengers, and use of safety belts.
- D. The training of Drivers and Attendants/Driver's Aides shall include competency testing of staff being trained. Each Transportation Provider shall keep records indicating that Drivers and Attendants/Driver's Aides have been trained and certified that they are able to provide for the care of each Passenger during transport.
- E. Any infractions of the Transportation Policy or the Incident Management Policy of DHS/DOH that affect the safety of individuals should be immediately reported orally and in writing to the Transportation Provider and DHS/MRDDA and/or DOH by Vendor or Provider staff. This reporting requirement also includes, but is not limited to, driving without seat belts fastened, motor vehicle violations, improper disembarkment procedures for people who use lifts and leaving people unattended on vehicles.

5. VEHICLE LICENSING, INSURANCE AND SPECIAL EQUIPMENT.

Each Transportation Provider is responsible for ensuring all vehicles used to transport Passengers are properly licensed, insured, inspected and appropriately equipped.

- A. Each Transportation Provider shall maintain records indicating that vehicles used for transport are appropriately licensed/registered, insured, and meet all annual inspection standards as required by the federal, state or District of Columbia law and/or applicable contract requirements. These annual records are to be maintained to show that equipment is maintained in good working order and inspected on a regular basis. The inspection and maintenance records for each vehicle shall be maintained by providers and available for review by the monitor or authorized government agents of the District of Columbia. The records of the inspections and repairs of the vehicles should be maintained by the Transportation Provider for five years.

Types of inspections to be done at minimum include:

- (1) Daily inspection to include a basic safety inspection for the vehicle at the beginning of each day (before making any trip). The daily pre-trip inspection shall be documented on a form developed by the provider showing a checklist for each item checked. In the event the inspection shows that equipment is not working properly, the vehicle shall not be used if the defect affects the safe operation of the vehicle or its safety equipment until the item not operating properly has been repaired.

Similarly, if the Driver notices during the operation of the vehicle at any time that any items on the vehicle, including safety equipment, are not operational, this shall be documented and repaired before continued operation of the vehicle, if such defects affect the safe operation of the vehicle or its safety equipment. However, the Transportation Provider still has the responsibility to provide alternative transportation.

- (2) Each vehicle shall undergo a comprehensive complete safety inspection by a mechanic at least every three (3) months.
- (3) Annual safety inspection conducted by the District of Columbia.

- B. Each Transportation Provider shall maintain records indicating that all vehicles used for transport are equipped with two-way radios or telephone that will enable communication for emergency assistance, the receipt of instructions, or the exchange of official information.

6. GENERAL STANDARDS GOVERNING THE OPERATION OF THE VEHICLE

The following general standards in operating a vehicle must also be adhered to:

- A. At no time are individuals with developmental disabilities to be left on a vehicle unattended;
- B. At the end of each transportation run, a check is to be completed on the vehicle to ensure that everyone has disembarked;
- C. The provisions regarding the transfer of individuals from one Provider to other Providers also applies to non-Provider transfers and other circumstances in which an individual is being transported, including but not limited to, doctor's appointments and community outings;
- D. Seat belts are to be worn at all times during the transportation process and must be checked to see that the belts are fastened before the vehicle begins a trip;
- E. Driver(s) shall check to ensure that all persons are properly seated on the vehicle prior to its operation (e.g., seating for Passengers with special needs);
- F. The Transportation Provider shall ensure that the special requirements for each Passenger (e.g., IHP needs) are known by the Driver(s) and Attendant(s)/Driver's Aide(s) and that these requirements are adhered to on each trip;
- G. Residential and/or Day Program Providers must ensure that the drop-off and pick-up sites are appropriate. The Transportation Provider and Driver shall use the designated drop-off and pick-up sites at each location;
- H. The Transportation Provider, Driver(s) and Attendant(s)/Driver's Aide(s) shall ensure that the vehicle is operated properly in compliance with any requirements related to the loading and unloading of all individuals including those who use

adaptive equipment (e.g., the use of lifts to enter or exit a vehicle or the locking of brakes during this process).

7. SPECIALIZED PROCEDURES DURING TRANSPORTATION.

A. Procedures in the Event of a Medical or Behavioral Episode or Passenger Elopement.

When a Passenger has a medical or behavioral episode or elopement (leaves the vehicle without an escort and without authorization from the Transportation Provider) before transfer to a Receiving Provider, the Driver shall:

- (1) Pull over and park the vehicle and then notify the Transportation Provider;
- (2) As appropriate, request necessary assistance from the police, medical emergency response team and Residential/Day Program Providers. In the event of illness or injury, the Driver(s) and/or Attendant(s)/Driver's Aide(s) shall attempt to administer CPR and/or First Aid, or in cases involving behavioral incidents consult and implement any relevant items in the individual's behavior plan;
- (3) Provide any other assistance that is reasonably necessary to ensure the health and safety of the Passenger(s) experiencing the episode or crisis and ensure the safety and well-being of the other Passengers on the vehicle;
- (4) At the earliest possible time, the Transportation Provider shall record detailed information per the DHS/DOH Incident Management policy.

B. Procedures Following an Emergency or Interruption of Transportation.

Following the resolution of an incident in the interruption of transportation, the Transportation Provider shall complete the following before transferring responsibility for the Passenger to a Receiving Provider:

- (1) Verbally disclose the nature of the episode or event to the Receiving Provider;
- (2) Ensure the Receiving Provider accepts the transfer "under special conditions" from an official of the Receiving Provider;
- (3) Enter the term "SPECIAL BEH" OR "SPECIAL MED" In the "Actual Discharge Time or "Actual Discharge Time (Return)" column of the Daily Transportation Transfer Form (as appropriate), along with the signature of an official of the Delivery Provider, and the actual time of the transfer; and;
- (4) Where appropriate per the Incident Management policy, and within the appropriate time frame set forth in the policy, prepare and submit an unusual incident report (UIR) to the appropriate Authorized Government Agent.

C. Procedures When Transfer of Responsibility Is Delayed.

If for any reason a Driver is delayed more than thirty (30) minutes from the scheduled pick-up or delivery time due to weather, traffic conditions or other conditions, the Driver is to make telephone or radio contact with the Transportation Provider who is to immediately call the Receiving Provider to notify them of the nature of the delay and expected time of arrival. The Driver must, as conditions warrant, maintain communication with the Transportation Provider in thirty (30) minutes increments, regarding the status of the delay until the delivery of all Passengers are completed.

D. Procedures When Receiving Provider Refuses to Accept Transfer.

If for any reason a Receiving Provider refuses to accept the transfer of a Passenger, the Transportation Provider shall retain responsibility for the Passenger and immediately notify the Passenger's Residential Provider. If the Residential Provider refuses to accept a transfer, the driver shall immediately notify the Transportation Provider and MRDDA.

8. DAILY TRANSPORTATION TRANSFER FORM, DC-TRF001.

Transportation Providers shall ensure the Daily Transportation Transfer Form is used to record the Transportation Services required for each Passenger, the time and place of pickup and delivery of the Transportation Services, the transfer of responsibility for each Passenger before, during and after transport and any general notes regarding the transportation process.

- A. Training Requirement.** The training of Drivers and the Attendants/Driver's Aides on the use of the Daily Transportation Transfer Form is the responsibility of the Transportation Provider. Within thirty (30) days of receipt of this revised Transportation Policy, MRDDA will also provide training to all current provider employees who are involved in transportation. This training is to occur before the Driver or the Attendant/Driver's Aide begins to assume his or her responsibilities. The provider is to comply with any periodic refresher training courses which may be provided by MRDDA. However, Driver and Attendant/Driver's Aide refresher courses are to be provided annually by each Transportation Provider.
- B. Initial Preparation of the Form.** The Driver and/or Attendant/Driver's Aide shall ensure that prior to transporting a Passenger that he/she is in receipt of Daily Transportation Transfer Form indicating the Transportation Services required for each Passenger. The daily Transportation Transfer Form can either be initially prepared by the Driver or a Residential Provider but shall include a certification by the Residential Provider that Transportation Services are required by the Passenger. At a minimum, the Daily Transportation Transfer Form shall identify the Passenger(s), the Transportation Provider, the Driver, the Attendant(s)/Driver's Aide(s), the Residential Provider, and the exact time and place associated with the Transportation Services.

9. PROCEDURES FOR COMPLETION OF THE DAILY TRANSPORTATION TRANSFER FORM.

- A. For each Passenger, the Transportation Provider shall ensure that the Daily Transportation Transfer Form shall contain, at a minimum, the following:
 - (1) Passenger's name;
 - (2) Scheduled pick-up time and place;
 - (3) Actual pick-up time (with verifying signature);
 - (4) Passenger's destination (noting any intermediate destination(s) where the Passenger will leave the vehicle but remains the responsibility of the Transportation Provider;
 - (5) The schedule time of discharge;
 - (6) The actual time and place of discharge (with verifying signature);
 - (7) Whether the Transportation Provider will be providing return transportation to the Passenger (yes or no);
 - (8) The scheduled time of pick-up for return trip;
 - (9) The actual time of pick-up for return trip (with verifying signature);
 - (10) The destination of the return trip;
 - (11) The scheduled time of discharge for the return trip; and
 - (12) The actual time and place of discharge for the return (with verifying signature).

- B. **Completion of the Form.** The Transportation Providers shall ensure that Drivers record specific entries on the Daily Transportation Transfer Form as Transportation Services are delivered (for example, prior to departing from a Residential Provider's location, the Driver is required to record the time a Passenger was picked-up).

10. PROCEDURES FOR TRANSFER OF RESPONSIBILITY.

Once a Passenger has been transferred to the Transportation Provider (by releasing signature in the "Actual Pick-up Time" or "Actual Pick-up Time/Return" column) responsibility for that Passenger remains with Transportation Provider until the Passenger is physically transported to their Receiving Provider and a person in a position of responsibility signs in the "Actual Discharge Time" or "Actual Discharge Time/Return" column of the Daily Transportation Transfer Form. If a Passenger is in an independent living housing arrangement, the Passenger shall sign the form.

11. PROCEDURES WHEN TRANSFER OF RESPONSIBILITY CANNOT BE MADE.

- A. If a Passenger is not present when the Driver arrives at the Receiving Provider's location, the Transportation Provider shall:
 - (1) Contact the Residential Provider and MRDDA immediately and alert them to the situation;

- (2) Conduct a search for the missing Passenger and enlist the assistance of the Residential Provider and/or Delivery Provider. This requirement shall be followed whenever a Passenger is deemed missing even if this event occurs before the vehicle arrives at a destination;
- (3) Take whatever other action is appropriate under the circumstances, for example, alert the police if the person is lost, or the medical emergency response team if a serious injury has occurred; and
- (4) Prepare an incident report per the Incident Management policy and forward copies of the report to the MRDDA, the Department of Health, the Residential Provider and any other appropriate party before the end of the business day.

In regards to the **Daily Transportation Transfer Form**, if the Passenger was not transported to his/her intended destination, the Receiving Provider shall enter "NO TRANSFER" in the "Actual Discharge Time" or "Actual Discharge Time (Return)" column of the Daily Transportation Transfer Form (as appropriate). This notation indicates that responsibility for the Passenger remains with the Transportation Provider.

B. Scheduled Absences. When a Passenger is not scheduled to use a Transportation Service, the Transportation Provider shall record the name of the Passenger and the reason for his/her absence in the "Scheduled Pick-up Time" or Scheduled Return Pick-up Time" column of the Daily Transportation Transfer Form (as appropriate), using the code indicated below.

Absence Code:

Standard Reasons for Absences:

- (1) = ILLNESS
- (2) = APPOINTMENT
- (3) = CHOICE
- (4) = OTHER (explain)

Source of Absence Notification:

- (A) = QMRP/RESIDENTIAL STAFF;
- (B) = PARENT OR GUARDIAN;
- (C) = MEDICAL OFFICIAL (i.e., nurse);
- (D) = OTHER (provide name and relationship).

Example:

If a Transportation Provider has been notified by the QMRP that John Doe will not be present for a schedule trip because of a medical appointment, the Transportation Provider will record the individual's name on the Daily Transportation Transfer form and enter the code "(2)(A)" in the "Scheduled Pick-up Time" column (see Sample Form for additional guidance).

- C. **Absence Without Notice.** When a Passenger who was scheduled to receive Transportation Services is absent without notice, the Transportation Provider shall record the individual's name on the Daily Transportation Transfer form and enter the words "absence-without-notice" or "AWON" in the "Actual Pick-up Time" or "Actual Pick-up Time (Return)" column (as appropriate). The Transportation Provider shall notify the Delivery Provider of the Passenger's absence by having the Delivery Provider sign the Daily Transportation Transfer Form below the "absent without notice" entry. The Delivery Provider must then make a immediate determination as to why the person was not available. If no determination can be made, the Provider must then immediately contact the MRDDA and MPD, provide such notification and prepare an incident report to document the incident.

12. RETENTION OF DAILY TRANSPORTATION TRANSFER FORM.

The original completed Daily Transportation Transfer Forms are the official property of the District Government and are to be retained in a secured file for five (5) years by the Transportation Provider. The Transportation Provider shall make the completed Daily Transportation Forms available for review or release to an Authorized Government Agent.



DEPARTMENT ON DISABILITY SERVICES

**OFFICE OF THE DEPUTY DIRECTOR FOR ADMINISTRATION
MEDICAID WAIVER ADMINISTRATION**

Dear Provider:

Enclosed is the District of Columbia Medicaid Home & Community Based Services Waiver Supplemental application to request approval to provide additional MRDD Waiver services under an existing waiver provider number. Please complete the application packet in its entirety and enclose all required documentation as stated. Failure to include signatures on all forms and copies of all necessary attachments will delay the processing of your application.

Return the completed application to:

**The Department on Disability Services
Intellectual and Developmental Disabilities Administration
Resource Allocation Division
Office of Waiver Provider Relations
1125 15th Street, NW
Washington, DC 20005**

All questions concerning MRDD certification should be directed to Ernest Gooding on 202-730-1781.

Sincerely,

Brenda L. Emanuel, M.P.A.
Chief of Staff
Department on Disability Services



MRDD HCBS Waiver Provider Supplemental Application

**DEPARTMENT ON DISABILITY SERVICES
OFFICE OF THE DEPUTY DIRECTOR FOR ADMINISTRATION
MEDICAID WAIVER ADMINISTRATION**

(Return the completed application to: The Department on Disability Services
Resource Allocation Division, Office of Waiver Provider Relations
1125 15th Street, NW, Washington, DC 20005)

REQUIRED ATTACHMENTS

- o Copy of License and/or Certification for Waiver service
- o Submission of documentation required as stated in the Service Rules for the Waiver service

Please check all waiver services you are requesting approval to provide.

Mental Retardation Developmental Disabilities (MRDD) Waiver Specialties

<i>Consultants & Professionals</i>	<i>Hands-On Direct Care Services</i>
Case Management	Personal Care Aide
Speech, Hearing & Language Therapy	Homemaker
Nutrition Counselor	Respite
Caregiver Education/Family Training	Attendant Care Aide
Preventive & Consultative Crisis Intervention	Chore Aide
Skilled Nursing	Companion
Dental	<i>Habilitation Services</i>
Physical Therapy	Residential Habilitation
Occupational Therapy	Day Habilitation
<i>Assistive Adaptive Services</i>	Prevocational Habilitation
Personal Emergency Response	Independent Habilitation
Environmental Accessibility Adaptation	Supportive Employment Habilitation
Adaptive Equipment	<i>Transportation</i>



HCBS Waiver Provider Supplemental Application

Provider Name _____ Existing Provider Number _____

Tax ID or Social Security Number _____

Telephone _____ Fax _____

Email _____ Contact Name _____

Pay to Address _____

Street Address _____

City, State, Zip _____

Service Address _____

Street Address _____

City, State, Zip _____

Please attach copies valid state licenses and certifications.

All Providers

I certify that all information provided relative to this application is true, accurate and complete to the best of my knowledge. I further certify that all foregoing information will be kept current and that you will be notified of the changes as they occur. This application is in conjunction with all the rules and regulations of the Medicaid Provider Agreement for the above stated provider number.

Name of Provider
(Please print)

Title

Signature of Provider

Date

Accepted By:

DDS Authorized Signature

Date



**DEPARTMENT OF HEALTH
MEDICAL ASSISTANCE ADMINISTRATION**

Dear Provider:

Enclosed is the District of Columbia Medicaid provider enrollment application. Please complete the application packet in its entirety. Failure to include signatures on all forms and copies of all necessary attachments will delay the processing of your application.

Return the completed application to:

**ACS Provider Enrollment
Post Office Box 34761
Washington, DC 20043-4761**

After receipt and approval of your application, you will be notified by mail of your District of Columbia Medicaid provider number. If you have any questions regarding this packet, and are in the in the DC Metro area, please call Provider Enrollment at 202-906-8318. If you are outside the DC Metro Area, please call Provider Enrollment toll free at 1-866-752-9231.

Sincerely,

William Brown, III, Acting Chief
Program Operations
Department of Health
Medical Assistance Administration

REQUIRED ATTACHMENTS

All Providers

- o W-9 Form
- o Disclosure of Ownership Form

Clinics

- o Current License
- o Certificate of Need (CON) license or exception letter

Day Treatment Centers

- o Certificate of Need (CON) License

DC Charter Schools

- o Copies of job descriptions, resumes, license & certifications of all staff providing services
- o Copy of Bylaws regarding conduct of the provider's internal affairs
- o Business license or Certificate
- o Certificate of Need or exception letter
- o Certificate of Occupancy
- o Program policies & procedures
- o Quality Management plan

Dental Providers

- o Current License
- o Malpractice Insurance Certificate of Coverage
- o DEA License

DME Providers

- o Certificate of Occupancy
- o Business License

Home Health Providers

- o Current License
- o Certificate of Need (CON) license

Hospitals & Residential Treatment Centers

- o Current Certification/Licensure in Local Jurisdiction
- o Liability Insurance
- o Current JCAHO Accreditation Letter
- o Residential Treatment for Children and Adolescents Supplement (not applicable for hospitals)

Independent Labs

- o List of Category/Sub-Category Tests and/or Procedures which the lab is certified to render under Medicare (Title XVIII)
- o List of Usual and Customary Charges for each Test/Procedure certified by Medicare (Title XVIII)
- o Most recent CLIA Certificate
- o Current Licenses for all clinicians

Pharmacists

- o State Controlled Substance
- o DEA License
- o State Pharmacy License
- o CMS Letter

Physicians/Opticians

- o Current License

Transportation Providers

- o Current WMATC Certificate of Authority
- o Current WMATC Certificate of Insurance and Policy Endorsement
- o Copy of WMATC General Tariff
- o Copies of Current Driver’s Licenses for all vehicle operators
- o Copies of Current CPR and First Aid Certification for all vehicle operators
- o Criminal Background Check for all proposed drivers (conducted within 60 days of submission)
- o Drug Test Results for all proposed drivers (conducted within 60 days of submission)
- o Recent Vehicle Inspection (no older than 3 months)
- o Copy of Vehicle Registration for all proposed vehicles

Optional

- o Direct Deposit Application
- o EDI Application (electronic billing) – available upon request

*Please check (4) your provider type. **This application is limited to one provider type.** To apply for more than one provider type, separate applications must be submitted.*

Adult Day Care	Home Health Agency
Alcohol and Substance Abuse Clinic	Hospice
Ambulance Transportation	ICF/MR
Ambulatory Surgery Center	Independent Lab
Assisted Living (Pending)	LTAC Hospital
Audiologist	Mental Health Clinic
Birth Center	Nurse Practitioner
Case Manager	Nursing Facility
Community Residential Facility	Optician
Day Treatment	Optometrist
DC Public Schools	Other Medical Transportation
Dental Clinic	Pharmacy
Dentist*	Physician DO*
DHS Dental Clinics	Physician MD*
DME Provider	Podiatrist
Emergency Access Hospital	Private Clinic
Family Planning Clinic	Psychiatric Hospital Private
Federal Quality Health Center	Psychiatric Hospital Public
Freestanding Radiology	Public Charter Schools
General Hospital	Public Health Center
Hearing Aid Dispenser	Radiation Therapy Center
Hemodialysis Center – Freestanding	Rehabilitation Center
HMO	Residential Treatment Center
Home Community Based Waiver*	

**If you are a medical doctor, a doctor of osteopathic medicine, a dentist, or an institution that renders such services, please review and check the applicable specialty from the list provided on the next page.*

Specialties:

MD or DO Specialties

Allergy	Internal Medicine	Mental Health Case Mgmt
Anesthesiology	Neonatal	Neuro Surgery
Cardiovascular	Nephrology	Ortho Surgery
Colon and Rectal Surgery	Neurology	Pediatrics
Dermatology	Nuclear Medicine	Physical Medicine & Rehab
Emergency Medicine	OB/GYN	Plastic Surgery
Family Practice	Obstetrics	Psychiatry
Gastroenterology	Ophthalmology	Pulmonary Disease
Genetics	Osteopathy	Radiology
Geriatrics	Otolaryngology	Rheumatology
Gynecology	Pathology	Thoracic Surgery
Hematology/Oncology	Preventive Medicine	Urology
Infectious Disease	General Surgery	Vascular Surgery

Dental Specialties

General Dentistry	Orthodontist	Endodontist
Oral Surgery	Periodontist	Prosthodontist
Pedodontist		

Mental Retardation Developmental Disabilities (MRDD) Waiver Specialties

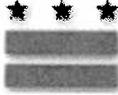
Consultants & Professionals	Hands-On Direct Care Services
Case Management	Personal Care Aide
Speech, Hearing & Language Therapy	Homemaker
Nutrition Counselor	Respite
Caregiver Education/Family Training	Attendant Care Aide
Preventive & Consultative Crisis Intervention	Chore Aide
Skilled Nursing	Companion
Dental	Habilitation Services
Physical Therapy	Residential Habilitation
Occupational Therapy	Day Habilitation
Assistive Adaptive Services	Prevocational Habilitation
Personal Emergency Response	Independent Habilitation
Environmental Accessibility Adaptation	Supportive Employment Habilitation
Adaptive Equipment	Transportation

Elderly and Persons with Disabilities (EPD) Waiver

Case Management	Environmental Accessibility & Adaptation Service
Personal Care Aide	Respite Service
Homemaker Services	Assisted Living
Chore Service	Consumer Directed Care
Personal and Emergency Response	

HIV-1915C Waiver

Water Filter	
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**DEPARTMENT OF HEALTH
MEDICAL ASSISTANCE ADMINISTRATION**

PROVIDER APPLICATION FORM

*Please type or print. Incomplete applications will not be processed.
Please do not remove any pages from this application.*

**SECTION 1
APPLICANT INFORMATION**

Check the appropriate box below and complete the associated information.

Individual

Name (Last, First, Middle) _____

Doing Business as _____

Telephone _____ Fax _____

Email _____

Group

Group Name _____

Doing Business as _____

Contact Name _____

Telephone _____ Fax _____

Email _____

Facility

Facility Name _____

Doing Business as _____

Contact Name _____

Telephone _____ Fax _____

Email _____

Have you or your organization ever enrolled in DC Medicaid? Yes No

If Yes, please complete the following:

DC Medicaid Provider Number _____

**SECTION II
OFFICE INFORMATION**

Primary Office Street Address _____

City/State/Zip _____ Ward _____

Office Telephone(s) _____ Office Fax _____

Office Email _____ Office Manager _____

Correspondence Address _____

City/State/Zip _____

Type of Practice (L.L.C., Corp., etc.) _____

Group/Corporate Name _____ Federal Tax ID _____

Medicare # _____ Medicaid # _____

Please list other licensed/certified professional members of your practice:

Office Hours:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Do you currently: (circle one)

Accept new patients into your practice? Y N

Accept new patients from referral only? Y N

Does the office: (circle one)

Have 24-hour telephone coverage? Y N

Have capability for electronic billing? Y N

Does this location have TDD? Y N

Have public transportation access? Y N

Meet Americans with Disabilities

Act accessibility standards? Y N

Please complete this page if you have an additional office.

Primary Office Street Address _____

City/State/Zip _____ Ward _____

Office Telephone(s) _____ Office Fax _____

Office Email _____ Office Manager _____

Correspondence Address _____

City/State/Zip _____

Type of Practice (L.L.C., Corp., etc.) _____

Group/Corporate Name _____ Federal Tax ID _____

Medicare # _____ Medicaid # _____

Please list other licensed/certified professional members of your practice:

Office Hours:

Monday	Tuesday	Wednesday	Thursday	Friday	Saturday	Sunday

Do you currently: (circle one)

Accept new patients into your practice? Y N

Accept new patients from referral only? Y N

Does the office: (circle one)

Have 24-hour telephone coverage? Y N

Have capability for electronic billing? Y N

Does this location have TDD? Y N

Have public transportation access? Y N

Meet Americans with Disabilities

Act accessibility standards? Y N

**SECTION III
BILLING INFORMATION**

Payment Address _____

City/State/Zip _____

Remittance Address _____

City/State/Zip _____

What type of media are you using for billing today (i.e., electronic, manual, etc.)?

Do you bill for diagnostic radiology or clinical laboratory services under your supervision? Yes No

If Yes, please indicate the following:

Radiology or ionizing services Clinical laboratory services

CLIA # _____

**SECTION IV
PROFESSIONAL LICENSURE**

List all current professional licenses. **Please attach copies.**

State	Type	Number	Issue Date	Expiration Date
-------	------	--------	------------	-----------------

State	Type	Number	Issue Date	Expiration Date
-------	------	--------	------------	-----------------

State	Type	Number	Issue Date	Expiration Date
-------	------	--------	------------	-----------------

**SECTION VI
SPECIALTY INFORMATION**

Primary Specialty _____ Qualified Certified Not Applicable
Board Name _____ Date of initial certification _____
Board Certification expires? Yes No If Yes, date of expiration? _____
Have you been recertified? Yes No If Yes, date of recertification? _____
If Qualified, when does status expire? (MM/YY) _____
Board certification results pending? Yes No

Sub-Specialty _____ Qualified Certified Not Applicable
Board Name _____ Date of initial certification _____
Board Certification expires? Yes No If Yes, date of expiration? _____
Have you been recertified? Yes No If Yes, date of recertification? _____
If Qualified, when does status expire? (MM/YY) _____
Board certification results pending? Yes No

Sub-Specialty _____ Qualified Certified Not Applicable
Board Name _____ Date of initial certification _____
Board Certification expires? Yes No If Yes, date of expiration? _____
Have you been recertified? Yes No If Yes, date of recertification? _____
If Qualified, when does status expire? (MM/YY) _____
Board certification results pending? Yes No

**SECTION VII
BEHAVIORAL HEALTH PROVIDERS/PRACTITIONERS**

If you practice Behavioral Health, please complete this section. Please attach copies of any certifications held.

- Do you offer emergency appointments (within 24 hours of call)? Yes No
- Do you treat younger children (age 0-5)? Yes No
- Do you treat older children (age 6-12)? Yes No
- Do you treat adolescents (age 13-17)? Yes No
- Do you treat adults (age 18-65)? Yes No
- Do you treat geriatric patients (age 65 and older)? Yes No
- Do you provide family therapy? Yes No
- Do you provide group therapy? Yes No
- Do you provide crisis evaluation/intervention services? Yes No
- Are you available to see clients at least 4 full days a week? Yes No
- What is the average waiting time to obtain an appointment? _____

**SECTION VIII
DENTAL PROVIDERS/PRACTITIONERS**

If you are a Dental Provider, please complete this section. Please attach copies of any licenses held.

Licensure Status (please check all that apply and indicate licensure information in Section V)

- General dental license Limited dental license Teacher's dental license
 Inactive dental license Other _____

Are you recognized as a Specialist by the Dental Board? Yes No

If Yes, please specify _____

Do you hold a permit to administer general anesthesia? Yes No

Do you hold a permit to administer conscious sedation? Yes No

Do you utilize nitrous oxide in your practice? Yes No

**SECTION IX
HOSPITALS/FACILITIES**

If you are a hospital or facility, please complete this section.

Name of Facility/Institution _____

Type of Facility/Institution _____

Name of Administrator _____

Telephone Number _____

Name of Medical Director _____

Telephone Number _____

Licensed Bed Capacity (if applicable) _____

Name of Comptroller (if applicable) _____

Telephone Number _____

Facility/Institution License Number _____

State _____ Effective Date _____

Tax Identification Number _____

Drug Enforcement Agency (DEA) Number _____

Is the facility/institution Medicare certified? o Yes o No

Accreditation Date (if applicable) _____

Medicare Provider Number _____ Medicare Effective Date _____

UPIN (if applicable) _____

Please enter 1 for services provided by staff and enter 2 for services provided under contract.

___ Clinical Laboratory ___ Dentistry ___ Diagnostic Radiology

___ Educational ___ Nursing ___ Occupational Therapy

___ Outpatient Speech Pathology ___ Pharmacy ___ Physical Therapy

___ Podiatry ___ Psychological Services ___ Recreational Activities

___ Speech Pathology ___ Other Services _____

Name of Peer Review Organization (PRO) services organization _____

Address _____

Telephone Number _____

**SECTION X
OUT OF STATE HOSPITALS/FACILITIES**

If you are an out-of-state hospital or facility, please complete this section in addition to Section IX.

Type of Service	Percent of Charges	Per Diem or Visit All-Inclusive	Fee for Service	Effective Date
Inpatient				
Outpatient				
Emergency Room				

Are physician services and components included in your cost? o Yes o No
 Separately? o Yes o No

**SECTION XI
PHARMACY PROVIDERS**

If you are a pharmacy provider, please complete this section.

Name of Pharmacy _____
 Doing Business As _____
 Chief Pharmacist _____
 Title _____ Phone _____

Please list information for all pharmacists providing services at your location.

Name of Pharmacist	License Number	State

Occupancy Permit Number _____
 NABP Number _____ NABP Effective Date _____

Please list any additional services, excluding drugs that are provided to the District Medicaid recipient.

**SECTION XII
TRANSPORTATION PROVIDERS**

If you are a transportation provider, please complete this section.

Check one or more of the following boxes to indicate whether your company has obtained authority to transport passengers for hire from any federal or state agency.

- Provider has not obtained authority to transport passengers for hire with any agency.
- Provider has obtained authority from the Washington Metropolitan Area Transit Commission (WMATC).
- Provider has obtained authority from the Maryland Public Service Commission (MDPSC).
- Provider has obtained authority from the State of Virginia Department of Motor Vehicles.

Check the box that corresponds to the amount of automobile insurance currently in force for your company.

- \$1.5 million
- \$5 million
- Other (\$ _____)
- Uninsured

Does your company have a current safety rating from the United States Department of Transportation (USDOT) or the Federal Highway Administration? Yes No

If Yes, what is the rating? _____

If the rating was satisfactory or conditional, please attach the notice of safety rating.

Check all that apply.

- Ambulance
- Wheelchair Equipped Van
- Stretcher
- Taxicab
- Other, please describe _____

Please complete the table below for all vehicles in your fleet. Attach additional pages if necessary. Maximum seating capacity should include driver and assistant and include ambulatory (A) vs. non-ambulatory (W) wheelchair loads (i.e., 3 wheelchairs and 6 ambulatory).

Fleet Vehicle Number	Type of Vehicle as defined above	Vehicle Identification Number	Make and Model of Vehicle	License Plate Number	Maximum Seating Capacity	Is vehicle owned or leased?

Please list all motor vehicle operators who will be employed in the transporting of DC Medicaid patients – not applicable to air transportation providers. Attach additional pages if necessary.

Full legal name of operator	Age of operator	Driver's License Number & jurisdiction issued	Vehicle number in which operator will be assigned	Background check performed?	Drug screening performed?	Is vehicle owned or leased by carrier?
				<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
				<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
				<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
				<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	
				<input type="radio"/> Yes <input type="radio"/> No	<input type="radio"/> Yes <input type="radio"/> No	

**SECTION XIII
VISION PROVIDERS/PRACTITIONERS**

If you are a vision provider, please complete this section. Please attach copies of any certifications held.

Which of the following are you certified to use or prescribe?

- Topical Ocular Diagnostic Pharmaceutical Agents
- Therapeutic Pharmaceutical Agents
- Diagnostic Pharmaceutical Agents

Does your office have an on-site lab? Yes No

**SECTION XIV
HEALTH CARE FACILITY AFFILIATIONS**

List all health care facilities where you currently have privileges, beginning with the most recent. Please attach a separate sheet if necessary.

Facility Name _____
Street Address _____
City/State/Zip _____
Staff Category _____ Status of Privileges _____
Dates of Affiliation From _____ to _____
Any past or present restriction of privileges? (If Yes, explain in Section XVI) Yes No
Is this your Primary Facility? Yes No

Facility Name _____
Street Address _____
City/State/Zip _____
Staff Category _____ Status of Privileges _____
Dates of Affiliation From _____ to _____
Any past or present restriction of privileges? (If Yes, explain in Section XVI) Yes No
Is this your Primary Facility? Yes No

Facility Name _____
Street Address _____
City/State/Zip _____
Staff Category _____ Status of Privileges _____
Dates of Affiliation From _____ to _____
Any past or present restriction of privileges? (If Yes, explain in Section XVI) Yes No
Is this your Primary Facility? Yes No

Facility Name _____
Street Address _____
City/State/Zip _____
Staff Category _____ Status of Privileges _____
Dates of Affiliation From _____ to _____
Any past or present restriction of privileges? (If Yes, explain in Section XVI) Yes No

Is this your Primary Facility?

Yes No

**SECTION XV
GROUP AFFILIATIONS**

Group Name _____

Doing Business As _____

Address _____

Telephone Number _____

As a group practice, please list providers below. Attach additional sheets if necessary.

Provider Name	Current Provider Number

Group Name _____

Doing Business As _____

Address _____

Telephone Number _____

As a group practice, please list providers below. Attach additional sheets if necessary.

Provider Name	Current Provider Number

**SECTION XVI
PROFESSIONAL LIABILITY INSURANCE COVERAGE**

Please provide information on professional liability insurance for the past five (5) years.

Carrier Name _____

Carrier Address _____

Agent Name _____ Policy Number _____

Policyholder _____

Amount of Coverage _____
Coverage amount per occurrence Coverage amount per aggregate

Dates of Coverage From _____ to _____

Type of Coverage Claims Made Occurrence

Carrier Name _____

Carrier Address _____

Agent Name _____ Policy Number _____

Policyholder _____

Amount of Coverage _____
Coverage amount per occurrence Coverage amount per aggregate

Dates of Coverage From _____ to _____

Type of Coverage Claims Made Occurrence

Carrier Name _____

Carrier Address _____

Agent Name _____ Policy Number _____

Policyholder _____

Amount of Coverage _____
Coverage amount per occurrence Coverage amount per aggregate

Dates of Coverage From _____ to _____

Type of Coverage Claims Made Occurrence

**SECTION XVII
MALPRACTICE CLAIMS HISTORY**

Please provide information for all cases occurring in the past ten (10) years, beginning with the most recent. Attach additional sheets if necessary.

None

Date of Occurrence _____ Date Claim Filed _____

Professional liability carrier involved _____

You were: Primary Defendant Co-Defendant

Other Defendants (if any) _____

Describe the allegations against you _____

Describe the alleged injury to the patient _____

Claimant/Plaintiff filed suit in court? Yes No If Yes, Date Filed _____

State Court Case Number _____ State _____ County _____

Federal Court (U.S. District Court) Case Number _____ District _____

Present status of the claim/case

- | | | | |
|---------------------------------|-----------------------------------|----------------------------------|-----------------------------------|
| <input type="radio"/> Pending | <input type="radio"/> Settled | <input type="radio"/> Arbitrated | <input type="radio"/> Awarded |
| <input type="radio"/> In Appeal | <input type="radio"/> Adjudicated | <input type="radio"/> Withdrawn | <input type="radio"/> Other _____ |

Please provide additional information/explanation (e.g., the condition/diagnosis of the patient at the time of the incident, treatment rendered and the condition of the patient subsequent to treatment) in Section XIX.

Date of Occurrence _____ Date Claim Filed _____

Professional liability carrier involved _____

You were: Primary Defendant Co-Defendant

Other Defendants (if any) _____

Describe the allegations against you _____

Describe the alleged injury to the patient _____

Claimant/Plaintiff filed suit in court? Yes No If Yes, Date Filed _____

State Court Case Number _____ State _____ County _____

Federal Court (U.S. District Court) Case Number _____ District _____

Present status of the claim/case

- | | | | |
|---------------------------------|-----------------------------------|----------------------------------|-----------------------------------|
| <input type="radio"/> Pending | <input type="radio"/> Settled | <input type="radio"/> Arbitrated | <input type="radio"/> Awarded |
| <input type="radio"/> In Appeal | <input type="radio"/> Adjudicated | <input type="radio"/> Withdrawn | <input type="radio"/> Other _____ |

Please provide additional information/explanation (e.g., the condition/diagnosis of the patient at the time of the incident, treatment rendered and the condition of the patient subsequent to treatment) in Section XIX.

**SECTION XVIII
ADDITIONAL QUESTIONS**

1. Have any of your board certifications ever been suspended, revoked, or voluntarily surrendered? Yes No
2. Have any of your professional licenses, in any state, ever been limited, sanctioned, voluntarily/involuntarily restricted, denied, revoked, suspended, surrendered, subjected to a consent order, placed on probation or cancelled? Yes No
3. Has your DEA license or state CDS certification ever been voluntarily or involuntarily suspended, restricted, revoked, surrendered, denied, or otherwise limited? Yes No
4. Have your privileges at any hospital, facility, HMO, or health plan been voluntarily or involuntarily surrendered, denied, suspended, revoked, restricted, limited, or placed on probation? Yes No
5. Have you ever been placed on probation or asked to resign from an internship, residency or other training program? Yes No
6. Have you ever been named a Defendant in any criminal case, other than misdemeanor traffic violation? Yes No
7. Has your malpractice insurance ever been cancelled, suspended, restricted, limited, special rated, or not renewed? Yes No
8. Have you ever been suspended from the Medicare or Medicaid program, or has your participation status ever been modified (terminated, suspended, restricted, revoked, limited, cancelled)? Yes No
9. Has information pertaining to you ever been reported to the National Practitioner Data Bank? Yes No
10. Have you ever been sanctioned or otherwise disciplined for a violation of ethical standards by a professional organization and/or a licensing board? Yes No
11. Are you engaged in the illegal use of drugs? Yes No
12. Within the last five (5) years, have you been sanctioned, reprimanded or otherwise disciplined in any manner by any state licensing authority or other professional board or peer committee for conduct related to the use of alcohol or the use of drugs? Yes No

13. Have you ever been the subject of a focused review by a peer review organization or similar agency including, but not limited to, Medicare, Medicaid, etc.? o Yes o No
14. Have you ever received sanctions from a regulatory agency (e.g., CLIA, OSHA, etc.)? o Yes o No
15. Do you, or your business entity, own, have an investment in, manage, own stock in, participate in a joint venture, or act as a partner, contract consultant or medical/dental advisor in any medical/dental enterprise or medical/dental supplier outside of your direct practice where you would financially benefit directly or indirectly? o Yes o No

If so, please provide the following information:

Name of Organization	Type of Organization
Mailing Address of Organization	
Telephone Number	Tax ID Number
Percent of Business Owned/Invested by You	Nature of Business Investment (Owner, partner, investor, etc.)

IF YOU ANSWERED “YES” TO ANY OF THE ABOVE, PLEASE PROVIDE AN EXPLANATION FOR EACH AFFIRMATIVE RESPONSE IN SECTION XIX.

**SECTION XX
AUTHORIZATION TO RELEASE INFORMATION
AND AFFIRMATION**

I authorize the DC Medical Assistance Administration and its affiliates, subsidiaries or related entities to consult with hospital administrators, members of medical staffs of hospitals, malpractice carriers, licensing boards, professional organizations, and other persons to obtain and verify information and I release the carrier and its employees and agents from any and all liability for their acts performed in good faith and without malice in obtaining and verifying such information and in evaluating my application; and,

I consent to the release by any person to the carrier of all information that may be reasonably relevant to an evaluation of my professional competency, character, and moral and ethical qualification, including any information relating to any disciplinary action, suspension or limitation of privileges, and hereby release any such person providing such information from any and all liability for doing so.

This credentialing information and the attached documents contain detailed and specific information relating to my character and professional competence. I warrant that all of the information that I have provided and the responses that I have given are correct and complete to the best of my knowledge and belief. I understand that willful falsification or willful omission of this information will be grounds for rejection or termination.

I further agree to notify the carrier of any change to the information provided in this application within thirty (30) days of any such change. I understand that any information provided in this application that is not publicly available will be treated as confidential by the carrier.

Applicant Signature

Date

Applicant's Printed Name

Telephone

Mailing Address



**DEPARTMENT OF HEALTH
MEDICAL ASSISTANCE ADMINISTRATION**

MEDICAID PROVIDER AGREEMENT

Name of Provider _____

Address _____

Title XIX Provider Number _____

This Agreement, made and entered into this ____ day of _____, 20 ____, by and between the District of Columbia Department of Health, hereinafter designated as the Department, and the above-named, a Provider of Services, whose address is, as stated above, hereinafter designated as the Provider.

Witnesseth:

WHEREAS, persons receiving public assistance payments from the Department of Health and other persons eligible for care and under the Medical Assistance Program operating under Title XIX of the Social Security Act, are in need of medical care;

WHEREAS, Section 1902(a) (27) of Title XIX of the Social Security Act requires the District of Columbia to enter into written agreement with every person or institution providing services under the State's Plan for Medical Assistance (Title XIX);

WHEREAS, pursuant to Commissioner's Order 70-83 and PL-90-227 which makes the DC Department of Health the agency responsible for administering the Medical Assistance Program (Title XIX) in the district of Columbia, and authorize the Department of Health to take all necessary steps for the proper and efficient administration of the District of Columbia Medical Assistance Program;

WHEREAS, to participate in the District of Columbia Medical Assistance Program, the provider when applicable, must: (1) be licenses in the jurisdiction where located and/or the District of Columbia; (2) be currently in compliance with standards for licensure; (3) services be administered by a licensed or certified practitioner; and, (4) comply with applicable Federal and district standards for participation in Title XIX of the Social Security Act, and;

WHEREAS, prospective provider has filed an application with the Department to provide medical services to persons eligible under the Medical Assistance Program operated under Title XIX of the Social Security Act and said application is incorporated by reference into this Agreement and made a part hereof the same as if it were written herein.

The Provider agrees:

I. GENERAL PROVISIONS

- A. To provide to Medicaid patients, services as covered in Title XIX of the Social Security Act and the State Plan of Medical Assistance.
- B. To accept as payment for supplying the services in "A" above, a reimbursement rate calculated in accordance with the District State Plan for Medical Assistance;
 - 1. The provider's payment shall be accepted as payment in full for the care of the patient, and;
 - 2. No additional charge shall be imposed on the patient, member of his family or to another source for any supplementation for any time except as allowed within Federal and District regulation.
- C. To satisfy all requirements of the Social Security Act, as amended, and be in full compliance with the standards prescribed by Federal and State standards.
- D. To accept such amendments, modifications or changes in the program made necessary by amendments, modifications or changes in the Federal or State standards for participation.
- E. To comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, 42 CFR Parts 80, 84 and 90, the Americans with Disabilities Act, P.L. 101-336, any amendments thereto and the rules and regulations there under.
- F. To maintain all records relevant to this Agreement at his/her cost, for a period of six years or until all audits are completed, whichever is longer. Such records shall include all physical records originated or prepared pursuant to performance under this Agreement, including but not limited to, financial records, medical records, charts and other documents pertaining to costs, payments received and made, and services provided to cover Medicaid recipients.
- G. To provide full access to these records to authorized personnel of the Department, the United States Department of Health and Human Services, the Comptroller General of the United States or any of their duly authorized representatives for audit purposes.
- H. To furnish upon request to the Medicaid agency, the Federal Government or their designees, information related to business transactions in accordance with 42 CFR & 455 105(b);
- I. To hold harmless the District of Columbia Government, the Department and Medicaid recipients against any loss, damage, expense and liability of any kind arising out of any action of the provider or its subcontractors arising out the performance of this agreement.
- J. To comply with the advance directive requirements contained in 42 CFR, Part 489, Subpart I, as appropriate.
- K. To complete and sign a Provider Application to participate in the Medical Assistance Program (Title XIX), and to keep the information in the application current with the

understanding that the application becomes a part of this agreement and that each succeeding change in the application constitutes an amendment to the Agreement and failure to keep the information current constitutes a breach of the Agreement.

a. To provide assurances of compliance with:

D.C. Law 12-238 which prohibits Medicaid providers from offering employment or contracting with any person who is not a licensed healthcare professional until a criminal background check has been conducted for the person and also prohibits any facility from employing or contracting with any person who has been convicted of certain criminal offenses specified in the law;

42 USC § 31306 and 49 CFR 382 which requires employers of commercial drivers to conduct pre-employment, reasonable suspicion, and post-accident testing for controlled substances; and,

The Drug-Free Work Place Act of 1988 (21 USC § 701 et seq.), which requires the implementation of an alcohol and drug-testing program.

b. That any breach of violation of any one of the above provisions shall make this entire Agreement, at the Department's option, subject to immediate cancellation or imposition of enforcement remedies in conformance with Federal and District laws and regulations.

II. REQUIRED INFORMATION:

- A. A description of ownership and a list of major owners (stockholders owning or controlling five percent or more outstanding shares);
- B. A list of Board members and their affiliations;
- C. A roster of key personnel, their qualifications and a copy of their position descriptions. Key personnel including: the President and Vice-President, Chief Executive Officer, Chief Medical Officer, Chief Financial Officer, Director of Nursing, Director of Quality Improvements/Quality Assurance;
- D. Copies of licenses and certifications for all staff providing medical services;
- E. The address of all sites at which services will be provided to Medicaid recipients;
- F. Copy of the most recent audited financial statement of the organization;
- G. A completed provider application;
- H. A copy of the basic organizational documents of the provider, including an organizational chart and current articles of incorporation;
- I. A copy of the by-laws or similar documents regulating conduct of the provider's internal affairs;
- J. A copy of the business license;

- K. A copy of Joint Commission on Accreditation of Health Care Organization's certification;
- L. A copy of Certificate of Need approval; and,
- M. The submission of any other documentation deemed necessary the Department for the approval process as a Medicaid Provider.

III. CONTRACT AND SUBCONTRACTS

- A. The Department or the provider may terminate this Agreement for convenience by giving 90 days written notice or intent to terminate the Agreement to the party.
- B. The provider shall be legally responsible for all activities of its contractor and subcontractors and for requiring that they conform to the provisions of this Agreement. Subject to such conditions any service or function required by the provider pursuant to this Agreement may be subcontracted to any person or organization who/which meets all Federal and District requirements for participation in Medicaid, whether or not they are enrolled as Medicaid providers.
- C. Sub-contractual agreement with providers who have been convicted of certain crimes or received certain sanctions as specified in Section 1128 of the Social Security Act is prohibited. Services provided to Medicaid eligible recipients through such subcontracts shall not be eligible for reimbursement by the Department.
- D. The Department reserves the right to require the Provider to furnish information relating to the ownership of the subcontractor, the subcontractor's ability to carry out the proposed obligations, assurances that the subcontractor shall comply with all applicable provisions of Federal and District law, and regulations pertaining to Title XIX of the Social Security Act and the State Plan for Medical Assistance and with all Federal and District laws and regulations applicable to the service or activity covered by the contract; the procedures to be followed by the provider in monitoring or coordinating the subcontractor's activities and such other provisions as the Department or the Federal Government may reasonably require.
- E. Each subcontract shall contain a provision that the subcontractor shall look solely to the provider for payment of covered services rendered

IV. PAYMENT TO PROVIDER

- A. The Department shall reimburse providers for services to eligible Medicaid recipients in accordance with the District's State Plan of Medical Assistance.
- B. The provider shall submit invoices for payment according to the Department's requirements.
- C. The Department shall make payments to the provider in accordance with applicable laws, as promptly and as feasible after a proper claim is submitted and approved.

- D. The Department shall notify the provider of any major changes in Title XIX rules and regulations and in the State Plan of Medical Assistance.

V. THIRD PARTY LIABILITY RECOVERY

- A. The provider shall utilize and require its subcontractors to utilize, when available, covered medical and hospital services or payments from other public or private sources, including Medicare.
- B. The provider shall attempt to recover, and shall require its subcontractors to attempt to recover, monies from third party liability cases involving workers' compensation, accidental injury insurance and other subrogation of benefit settlements.
- C. The Department shall notify the provider of any reported third party payment sources.
- D. The provider shall verify third party payment sources directly, when appropriate.
- E. Payment of State and Federal funds under the District's State Plan for Medical Assistance to the provider shall be conditional upon the utilization of all benefits available from such payment sources.
- F. Each third party collection by a provider for a Medicaid recipient shall be reported to the Department and all recovered monies shall be returned to the Department immediately upon recovery.

VI. SANCTIONS FOR NON-COMPLIANCE

If the Department determines that a provider has failed to comply with the applicable Federal or District law or rule, or any law or order that prohibits discrimination on the basis of race, age, sex, national origin, marital status or physical or mental handicap, the Department may do all of the following:

- A. Withhold all or part of the providers' payments; and/or,
- B. Terminate the Agreement within 30 days from date of notice to the provider
- C. Before taking action described in VI, A & B, the Department shall provide written notice to the provider which shall include:
 - 1. Identification of the sanction to be applied;
 - 2. The basis for the Department's determination that the sanction should be taken;
 - 3. The effective date of the sanction; and,
 - 4. The timeframe and procedure for the provider to appeal the Department's determination.
- D. The termination of the Agreement shall not discharge the responsibilities of either party with respect to services or items furnished prior to termination, including retention of records and verification of overpayment or underpayment.

- E. Upon termination, the provider shall submit to the Department all outstanding invoices for allowable services rendered prior to the date of termination in the form prescribed by the Department. Invoices submitted not later than thirty (30) days following the termination date shall be paid.
- F. The provider also shall submit to the Department all financial performance and other reports required as a condition to this Agreement within ninety (90) days of the termination date.
- G. The Department reserves the right to terminate this Agreement immediately if:
 - 1. The United States Department of Health withdraws Federal financing participation in all or part for the cost of covered services;
 - 2. District funds are unavailable for the continuation of the Agreement;
 - 3. The Department is notified by the appropriate District agencies, or other appropriate licensing or certifying bodies that the licenses and/or certification under which it operates have been revoked, expired and/or will not be renewed; or,
 - 4. The owners, officers, managers or other persons with substantial contractual relationships have been convicted of certain crimes or received certain sanctions as specified in Section 1128 of the Social Security Act.
- H. The Department reserves the right to terminate this Agreement or take some other enforcement act consistent with Federal and District law and regulation in the event of default of the provider.
- I. The following shall trigger use of an enforcement action against a provider:
 - 1. Inability of the provider to provide the services described in this Agreement;
 - 2. Insolvency of the provider;
 - 3. Failure of the provider to maintain its licensure or accreditation;
 - 4. Violation of any provision of applicable Federal or District law or implementing rules.
- J. The provider shall be responsible for providing written notice to recipients thirty (30) days prior to the effective date of the termination in the form prescribed by the Department and shall be responsible for notifying the Department of those recipients who are undergoing treatment of an acute condition.
- K. The Department may, at its sole discretion, offer to re-negotiate any provision of this Agreement if such re-negotiation would mitigate or eliminate any of the causes of termination s specified.

VII. ASSIGNMENT OF RIGHTS

The rights, benefits and duties included under this Agreement shall not be assignable by the provider without receiving the written approval of the Department. The Department, as a condition of granting such approval, shall require that such assignees be subject to all conditions and provisions of this Agreement and all Federal laws and rules governing the assigned Agreement.

VIII. TERMINATION OR REDUCTION OF THE DEPARTMENT'S SOURCE OF FUNDING

The Department's obligation to pay funds for the purpose of this Agreement is limited solely to availability of Federal and District funds for such purposes. No commitment is made by the Department to continue or expand such activities.

IX. CONFIDENTIALITY OF INFORMATION

- A. All information, records and data collected and maintained by the provider or its subcontractor relating to eligible Medicaid recipients shall be protected by the provider from unauthorized disclosure;
- B. Except as otherwise provided in Federal law or rules, use or disclosure of information concerning recipients shall be restricted to purposes directly related with the administration of the Medicaid program;
- C. Purpose directly related to the Medicaid program shall include the following:
 1. Establishing eligibility;
 2. Providing services; and,
 3. Conducting or assisting in an investigation, prosecution, civil or criminal proceeds relating to the administration of the Medicaid program.
- D. The type of information to be safeguarded shall include all information listed in 42 CFR 431.305.

X. EFFECTIVE DATE

The effective date of agreement for provider payments shall be on the date the provider attains participating status as determined by the Department under Federal and District regulations, and that such determination shall be made a part of this Agreement.

I/We agree that the receipt by the D.C. Medicaid program of the first and each succeeding claim for payment from me/us will be the Medicaid program's understanding of my/our declaration that the provisions of this Agreement and supplemental providers manuals and instructions have been understood and complied with:

Provider's Signature Date

Corporate Name of the Group, Institute, Medical Facility, Firm or Government
(i.e., the Provider Entity)

Address Phone Number

Signature of individuals responsible to enforce compliance with these conditions

Chief Executive Officer (if applicable) Date

Chief Medical Officer (if applicable) Date

Principal Corporate Officer (if applicable) Date

Accepted by:

Authorized Signature by: Date

Department of Health
Medical Assistance Administration

For Official Use Only
D.C. Medicaid Provider Number Assigned: _____

Specific Instructions

Name. If you are an individual, you must generally enter the name shown on your social security card. However, if you have changed your last name, for instance, due to marriage without informing the Social Security Administration of the name change, enter your first name, the last name shown on your social security card, and your new last name.

If the account is in joint names, list first and then circle the name of the person or entity whose number you enter in Part I of the form.

Sole proprietor. Enter your individual name as shown on your social security card on the "Name" line. You may enter your business, trade, or "doing business as (DBA)" name on the "Business name" line.

Limited liability company (LLC). If you are a single-member LLC (including a foreign LLC with a domestic owner) that is disregarded as an entity separate from its owner under Treasury regulations section 301.7701-3, enter the owner's name on the "Name" line. Enter the LLC's name on the "Business name" line.

Other entities. Enter your business name as shown on required Federal tax documents on the "Name" line. This name should match the name shown on the charter or other legal document creating the entity. You may enter any business, trade, or DBA name on the "Business name" line.

Exempt from backup withholding. If you are exempt, enter your name as described above, then check the "Exempt from backup withholding" box in the line following the business name, sign and date the form.

Individuals (including sole proprietors) are not exempt from backup withholding. Corporations are exempt from backup withholding for certain payments, such as interest and dividends. For more information on exempt payees, see the Instructions for the Requester of Form W-9.

If you are a nonresident alien or a foreign entity not subject to backup withholding, give the requester the appropriate completed Form W-8.

Note: If you are exempt from backup withholding, you should still complete this form to avoid possible erroneous backup withholding.

Part I—Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box.

If you are a resident alien and you do not have and are not eligible to get an SSN, your TIN is your IRS individual taxpayer identification number (ITIN). Enter it in the social security number box. If you do not have an ITIN, see How to get a TIN below.

If you are a sole proprietor and you have an EIN, you may enter either your SSN or EIN. However, the IRS prefers that you use your SSN.

If you are an LLC that is disregarded as an entity separate from its owner (see *Limited liability company (LLC)* above), and are owned by an individual, enter your SSN (or "pre-LLC" EIN, if desired). If the owner of a disregarded LLC is a corporation, partnership, etc., enter the owner's EIN.

Note: See the chart on this page for further clarification of name and TIN combinations.

How to get a TIN. If you do not have a TIN, apply for one immediately. To apply for an SSN, get Form SS-5, Application for a Social Security Card, from your local Social Security Administration office. Get Form W-7,

Application for IRS Individual Taxpayer Identification Number, to apply for an ITIN, or Form SS-4, Application for Employer Identification Number, to apply for an EIN. You can get Forms W-7 and SS-4 from the IRS by calling 1-800-TAX-FORM (1-800-829-3676) or from the IRS Web Site at www.irs.gov.

If you are asked to complete Form W-9 but do not have a TIN, write "Applied For" in the space for the TIN, sign and date the form, and give it to the requester. For interest and dividend payments, and certain payments made with respect to readily tradable instruments, generally you will have 60 days to get a TIN and give it to the requester before you are subject to backup withholding on payments. The 60-day rule does not apply to other types of payments. You will be subject to backup withholding on all such payments until you provide your TIN to the requester.

Note: Writing "Applied For" means that you have already applied for a TIN or that you intend to apply for one soon.

Caution: A disregarded domestic entity that has a foreign owner must use the appropriate Form W-8.

Part II—Certification

To establish to the withholding agent that you are a U.S. person, or resident alien, sign Form W-9. You may be requested to sign by the withholding agent even if items 1, 3, and 5 below indicate otherwise.

For a joint account, only the person whose TIN is shown in Part I should sign (when required). Exempt recipients, see *Exempt from backup withholding* above.

Signature requirements. Complete the certification as indicated in 1 through 5 below.

1. Interest, dividend, and barter exchange accounts opened before 1984 and broker accounts considered active during 1983. You must give your correct TIN, but you do not have to sign the certification.

2. Interest, dividend, broker, and barter exchange accounts opened after 1983 and broker accounts considered inactive during 1983. You must sign the certification or backup withholding will apply. If you are subject to backup withholding and you are merely providing your correct TIN to the requester, you must cross out item 2 in the certification before signing the form.

3. Real estate transactions. You must sign the certification. You may cross out item 2 of the certification.

4. Other payments. You must give your correct TIN, but you do not have to sign the certification unless you have been notified that you have previously given an incorrect TIN. "Other payments" include payments made in the course of the requester's trade or business for rents, royalties, goods (other than bills for merchandise), medical and health care services (including payments to corporations), payments to a nonemployee for services, payments to certain fishing boat crew members and fishermen, and gross proceeds paid to attorneys (including payments to corporations).

5. Mortgage interest paid by you, acquisition or abandonment of secured property, cancellation of debt, qualified tuition program payments (under section 529), IRA or Archer MSA contributions or distributions, and pension distributions. You must give your correct TIN, but you do not have to sign the certification.

Privacy Act Notice

Section 6109 of the Internal Revenue Code requires you to give your correct TIN to persons who must file information returns with the IRS to report interest, dividends, and certain other income paid to you, mortgage interest you paid, the acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA or Archer MSA. The IRS uses the numbers for identification purposes and to help verify the accuracy of your tax return. The IRS may also provide this information to the Department of Justice for civil and criminal litigation, and to cities, states, and the District of Columbia to carry out their tax laws.

You must provide your TIN whether or not you are required to file a tax return. Payors must generally withhold 30% of taxable interest, dividend, and certain other payments to a payee who does not give a TIN to a payer. Certain penalties may also apply.

What Name and Number To Give the Requester

For this type of account:	Give name and SSN of:
1. Individual	The individual
2. Two or more individuals (joint account)	The actual owner of the account or, if combined funds, the first individual on the account ¹
3. Custodian account of a minor (Uniform Gift to Minors Act)	The minor ²
4. a. The usual revocable savings trust (grantor is also trustee)	The grantor-trustee ³
b. So-called trust account that is not a legal or valid trust under state law	The actual owner ³
5. Sole proprietorship	The owner ³
For this type of account:	Give name and EIN of:
6. Sole proprietorship	The owner ³
7. A valid trust, estate, or pension trust	Legal entity ⁴
8. Corporate	The corporation
9. Association, club, religious, charitable, educational, or other tax-exempt organization	The organization
10. Partnership	The partnership
11. A broker or registered nominee	The broker or nominee
12. Account with the Department of Agriculture in the name of a public entity (such as a state or local government, school district, or prison) that receives agricultural program payments	The public entity

¹List first and circle the name of the person whose number you furnish. If only one person on a joint account has an SSN, that person's number must be furnished.

²Circle the minor's name and furnish the minor's SSN.

³You must show your individual name, but you may also enter your business or "DBA" name. You may use either your SSN or EIN if you have one.

⁴List first and circle the name of the legal trust, estate, or pension trust. Do not furnish the TIN of the personal representative or trustee unless the legal entity itself is not designated in the account title.

Note: If no name is circled when more than one name is listed, the number will be considered to be that of the first name listed.

GOVERNMENT OF THE DISTRICT OF COLUMBIA

STANDARD CONTRACT PROVISIONS

FOR USE WITH

**DISTRICT OF COLUMBIA GOVERNMENT
SUPPLIES AND SERVICES CONTRACTS**

March 2007

**OFFICE OF CONTRACTING AND PROCUREMENT
SUITE 700 SOUTH
441 4th STREET, NW
WASHINGTON, DC 20001**

STANDARD CONTRACT PROVISIONS
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1. Covenant Against Contingent Fees:

The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure the contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business. For breach or violation of this warranty, the District will have the right to terminate the contract without liability or in its discretion to deduct from the contract price or consideration or otherwise recover, the full amount of the commission, percentage, brokerage, or contingent fee.

2. Shipping Instructions – Consignment:

Unless otherwise specified in this Invitation for Bids/Request for Proposals, each case, crate, barrel, package, etc., delivered under this contract must be plainly stencil marked or securely tagged, stating the Contractor's name, contract number and delivery address as noted in the contract. In case of carload lots, the Contractor shall tag the car, stating Contractor's name and contract number. Any failure to comply with these instructions will place the material at the Contractor's risk. Deliveries by rail, water, truck or otherwise, must be within the working hours and in ample time to allow for unloading and if necessary, the storing of the materials or supplies before closing time. Deliveries at any other time will not be accepted unless specific arrangements have been previously made with the contact person identified in the contract at the delivery point.

3. Patents:

The Contractor shall hold and save the District, its officers, agents, servants, and employees harmless from liability of any nature or kind, including costs, expenses, for or on account of any patented or unpatented invention, article, process, or appliance, manufactured or used in the performance of this contract, including their use by the District, unless otherwise specifically stipulated in the contract.

4. Quality:

Contractor's workmanship shall be of the highest grade, and all materials provided under this Contract shall be new, of the best quality and grade, and suitable in every respect for the purpose intended.

5. Inspection Of Supplies:

- (a) Definition. "Supplies," as used in this clause, includes, but is not limited to raw materials, components, intermediate assemblies, end products, and lots of supplies.
- (b) The Contractor shall be responsible for the materials or supplies covered by this contract until they are delivered at the designated point, but the Contractor shall bear all risk on rejected materials or supplies after notification of rejection. Upon the Contractor's failure to cure within ten (10) days after date of notification, the District may return the rejected materials or supplies to the Contractor at the Contractor's risk and expense.
- (c) The Contractor shall provide and maintain an inspection system acceptable to the District covering supplies under this contract and shall tender to the District for acceptance only supplies that have been inspected in accordance with the inspection system and have been found by the Contractor to be in conformity with contract requirements. As part of the

system, the Contractor shall prepare records evidencing all inspections made under the system and the outcome. These records shall be kept complete and made available to the District during contract performance and for as long afterwards as the contract requires. The District may perform reviews and evaluations as reasonably necessary to ascertain compliance with this paragraph. These reviews and evaluations shall be conducted in a manner that will not unduly delay the contract work. The right of review, whether exercised or not, does not relieve the Contractor of the obligations under this contract.

- (d) The District has the right to inspect and test all supplies called for by the contract, to the extent practicable, at all places and times, including the period of manufacture, and in any event before acceptance. The District will perform inspections and tests in a manner that will not unduly delay the work. The District assumes no contractual obligation to perform any inspection and test for the benefit of the Contractor unless specifically set forth elsewhere in the contract.
- (e) If the District performs inspection or test on the premises of the Contractor or subcontractor, the Contractor shall furnish, and shall require subcontractors to furnish, without additional charge, all reasonable facilities and assistance for the safe and convenient performance of these duties. Except as otherwise provided in the contract, the District will bear the expense of District inspections or tests made at other than Contractor's or subcontractor's premises; provided, that in case of rejection, the District will not be liable for any reduction in the value of inspection or test samples.
 - (1) When supplies are not ready at the time specified by the Contractor for inspection or test, the Contracting Officer may charge to the Contractor the additional cost of inspection or test.
 - (2) Contracting Officer may also charge the Contractor for any additional cost of inspection or test when prior rejection makes re-inspection or retest
- (f) The District has the right either to reject or to require correction of nonconforming supplies. Supplies are nonconforming when they are defective in material or workmanship or otherwise not in conformity with contract requirements. The District may reject nonconforming supplies with or without disposition instructions.
- (g) The Contractor shall remove supplies rejected or required to be corrected. However, the Contracting Officer may require or permit correction in place, promptly after notice, by and at the expense of the Contractor. The Contractor shall not tender for acceptance corrected or rejected supplies without disclosing the former rejection or requirement for correction, and when required, shall disclose the corrective action taken.
- (h) If the Contractor fails to remove, replace, or correct rejected supplies that are required to be replaced or corrected within ten (10) days, the District may either (1) by contract or otherwise, remove, replace or correct the supplies and charge the cost to the Contractor or (2) terminate the contract for default. Unless the Contractor corrects or replaces the supplies within the delivery schedule, the Contracting Officer may require their delivery and make an equitable price reduction. Failure to agree to a price reduction shall be a dispute.

- (i) If this contract provides for the performance of District quality assurance at source, and if requested by the District, the Contractor shall furnish advance notification of the time (i) when Contractor inspection or tests will be performed in accordance with the terms and conditions of the contract, and (ii) when the supplies will be ready for District inspection.
- (j) The District request shall specify the period and method of the advance notification and the District representative to whom it shall be furnished. Requests shall not require more than 2 business days of advance notification if the District representative is in residence in the Contractor's plant, nor more than 7 business days in other instances.
- (k) The District will accept or reject supplies as promptly as practicable after delivery, unless otherwise provided in the contract. District failure to inspect and accept or reject the supplies shall not relieve the Contractor from responsibility, nor impose liability upon the District, for non-conforming supplies.
- (l) Inspections and tests by the District do not relieve the Contractor of responsibility for defects or other failures to meet contract requirements discovered before acceptance. Acceptance shall be conclusive, except for latent defects, fraud, gross mistakes amounting to fraud, or as otherwise provided in the contract.
- (m) If acceptance is not conclusive for any of the reasons in subparagraph (l) hereof, the District, in addition to any other rights and remedies provided by law, or under provisions of this contract, shall have the right to require the Contractor (1) at no increase in contract price, to correct or replace the defective or nonconforming supplies at the original point of delivery or at the Contractor's plant at the Contracting Officer's election, and in accordance with a reasonable delivery schedule as may be agreed upon between the Contractor and the Contracting Officer; provided, that the Contracting Officer may require a reduction in contract price if the Contractor fails to meet such delivery schedule, or (2) within a reasonable time after receipt by the Contractor of notice of defects or noncompliance, to repay such portion of the contract as is equitable under the circumstances if the Contracting Officer elects not to require correction or replacement. When supplies are returned to the Contractor, the Contractor shall bear the transportation cost from the original point of delivery to the Contractor's plant and return to the original point when that point is not the Contractor's plant. If the Contractor fails to perform or act as required in (1) or (2) above and does not cure such failure within a period of 10 days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure, the District will have the right to return the rejected materials at Contractor's risk and expense or contract or otherwise to replace or correct such supplies and charge to the Contractor the cost occasioned the District thereby.

6. Inspection Of Services:

- (a) Definition. "Services" as used in this clause includes services performed, workmanship, and material furnished or utilized in the performance of services.
- (b) The Contractor shall provide and maintain an inspection system acceptable to the District covering the services under this contract. Complete records of all inspection work performed by the Contractor shall be maintained and made available to the District during contract performance and for as long afterwards as the contract requires.

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- (c) The District has the right to inspect and test all services called for by the contract, to the extent practicable at all times and places during the term of the contract. The District will perform inspections and tests in a manner that will not unduly delay the work.
- (d) If the District performs inspections or tests on the premises of the Contractor or subcontractor, the Contractor shall furnish, without additional charge, all reasonable facilities and assistance for the safety and convenient performance of these duties.
- (e) If any of the services do not conform to the contract requirements, the District may require the Contractor to perform these services again in conformity with contract requirements, at no increase in contract amount. When the defects in services cannot be corrected by performance, the District may require the Contractor to take necessary action to ensure that future performance conforms to contract requirements and reduce the contract price to reflect value of services performed.
- (f) If the Contractor fails to promptly perform the services again or take the necessary action to ensure future performance in conformity to contract requirements, the District may (1) by contract or otherwise, perform the services and charge the Contractor any cost incurred by the District that is directly related to the performance of such services, or (2) terminate the contract for default.

7. Waiver:

The waiver of any breach of the contract will not constitute a waiver of any subsequent breach thereof, or a waiver of the contract.

8. Default:

- (a) The District may, subject to the provisions of paragraph (c) below, by written notice of default to the Contractor, terminate the whole or any part of this contract in any one of the following circumstances:
 - (1) If the Contractor fails to make delivery of the supplies or to perform the services within the time specified herein or any extension thereof; or
 - (2) If the Contractor fails to perform any of the other provisions of this contract, or so fails to make progress as to endanger performance of this contract in accordance with its terms, and in either of these two circumstances does not cure such failure within a period of ten (10) days (or such longer period as the Contracting Officer may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure.
- (b) In the event the District terminates this contract in whole or in part as provided in paragraph (a) of this clause, the District may procure, upon such terms and in such manner as the Contracting Officer may deem appropriate, supplies or service similar to those so terminated, and the Contractor shall be liable to the District for any excess costs for similar supplies or services; provided, that the Contractor shall continue the performance of this contract to the extent not terminated under the provisions of this clause.

- (c) Except with respect to defaults of subcontractors, the Contractor shall not be liable for any excess costs if the failure to perform the contract arises out of causes beyond the control and without the fault or negligence of the Contractor. Such causes may include, but are not restricted to, acts of God or of the public enemy, acts of the District or Federal Government in either their sovereign or contractual capacity, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case the failure to perform must be beyond the control and without fault or negligence of the Contractor. If the failure to perform is caused by the default of the subcontractor, and if such default arises out of causes beyond the control of both the Contractor and the subcontractor, and without the fault or negligence of either of them, the Contractor shall not be liable for any excess cost for failure to perform, unless the supplies or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit the Contractor to meet the required delivery schedule.
- (d) If this contract is terminated as provided in paragraph (a) of this clause, the District, in addition to any other rights provided in this clause, may require the Contractor to transfer title and deliver to the District, in the manner and to the extent directed by the Contracting Officer, (i) completed supplies, and (ii) such partially completed supplies and materials, parts, tools, dies, jigs, fixtures plans, drawing information, and contract rights (hereinafter called "manufacturing materials") as the Contractor has specifically produced or specifically acquired for the performance of such part of this contract as has been terminated; and the Contractor shall, upon direction of the Contracting Officer, protect and preserve property in possession of the Contractor in which the District has an interest. Payment for completed supplies delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District will be at the contract price. Payment for manufacturing materials delivered to and accepted by the District and for the protection and preservation of property shall be in an amount agreed upon by the Contractor and Contracting Officer; failure to agree to such amount shall be a dispute concerning a question of fact within the meaning of the clause of this contract entitled "Disputes". The District may withhold from amounts otherwise due the Contractor for such completed supplies or manufacturing materials such sum as the Contracting Officer determines to be necessary to protect the District against loss because of outstanding liens or claims of former lien holders.
- (e) If, after notice of termination of this contract under the provisions of this clause, it is determined for any reason that the Contractor was not in default under the provisions of this clause, or that the default was excusable under the provisions of this clause, the rights and obligations of the parties shall, if the contract contains a clause providing for termination of convenience of the District, be the same as if the notice of termination had been issued pursuant to such clause. See Clause 20 for Termination for Convenience of the District.
- (f) The rights and remedies of the District provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this contract.
- (g) As used in paragraph (c) of this clause, the terms "subcontractor(s) means subcontractor(s) at any tier.

9. Indemnification:

The Contractor agrees to defend, indemnify and hold harmless the District, its officers, agencies, departments, agents, and employees (collectively the "District") from and against any and all claims, losses, liabilities, penalties, fines, forfeitures, demands, causes of action, suits, costs and expenses incidental thereto (including cost of defense and attorneys' fees), resulting from, arising out of, or in any way connected to activities or work performed by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor in performance of this Contract. The Contractor assumes all risks for direct and indirect damage or injury to the property or persons used or employed in performance of this Contract. The Contractor shall also repair or replace any District property that is damaged by the Contractor, Contractor's officers, employees, agents, servants, subcontractors, or any other person acting for or by permission of the Contractor while performing work hereunder.

The indemnification obligation under this section shall not be limited by the existence of any insurance policy or by any limitation on the amount or type of damages, compensation or benefits payable by or for Contractor or any subcontractor, and shall survive the termination of this Contract. The District agrees to give Contractor written notice of any claim of indemnity under this section. Additionally, Contractor shall have the right and sole authority to control the defense or settlement of such claim, provided that no contribution or action by the District is required in connection with the settlement. Monies due or to become due the Contractor under the contract may be retained by the District as necessary to satisfy any outstanding claim which the District may have against the Contractor.

10. Transfer:

No contract or any interest therein shall be transferred by the parties to whom the award is made; such transfer will be null and void and will be cause to annul the contract.

11. Taxes:

(a) The Government of the District of Columbia is exempt from and will not pay Federal Excise Tax, Transportation Tax, and the District of Columbia Sales and Use Taxes.

(b) Tax exemption certificates are no longer issued by the District for Federal Excise Tax. The following statement may be used by the supplier when claiming tax deductions for Federal Excise Tax exempt items sold to the District.

"The District of Columbia Government is Exempt from Federal Excise Tax – Registration No. 52-73-0206-K, Internal Revenue Service, Baltimore, Maryland."

Exempt From Maryland Sales Tax, Registered With The Comptroller Of The Treasury As Follows:

a) Deliveries to Glenn Dale Hospital – Exemption No. 4647

b) Deliveries to Children's Center – Exemption No. 4648

c) Deliveries to other District Departments or Agencies – Exemption No. 09339

"The District of Columbia Government is Exempt from Sales and Use Tax – Registration No. 53-600, The District of Columbia Office of Tax and Revenue."

12. Appointment of Attorney:

- (a) The bidder/offeror or contractor (whichever the case may be) does hereby irrevocably designate and appoint the Clerk of the District of Columbia Superior Court and his successor in office as the true and lawful attorney of the Contractor for the purpose of receiving service of all notices and processes issued by any court in the District of Columbia, as well as service of all pleadings and other papers, in relation to any action or legal proceeding arising out of or pertaining to this contract or the work required or performed hereunder.
- (b) The bidder/offeror or contractor (whichever the case may be) expressly agrees that the validity of any service upon the said Clerk as herein authorized shall not be affected either by the fact that the contractor was personally within the District of Columbia and otherwise subject to personal service at the time of such service upon the said Clerk or by the fact that the contractor failed to receive a copy of such process, notice or other paper so served upon the said Clerk provided the said Clerk shall have deposited in the United States mail, registered and postage prepaid, a copy of such process, notice, pleading or other paper addressed to the bidder/offeror or contractor at the address stated in this contract.

13. District Employees Not To Benefit:

Unless a determination is made as provided herein, no officer or employee of the District will be admitted to any share or part of this contract or to any benefit that may arise therefrom, and any contract made by the Contracting Officer or any District employee authorized to execute contracts in which they or an employee of the District will be personally interested shall be void, and no payment shall be made thereon by the District or any officer thereof, but this provision shall not be construed to extend to this contract if made with a corporation for its general benefit. A District employee shall not be a party to a contract with the District and will not knowingly cause or allow a business concern or other organization owned or substantially owned or controlled by the employee to be a party to such a contract, unless a written determination has been made by the head of the procuring agency that there is a compelling reason for contracting with the employee, such as when the District's needs cannot reasonably otherwise be met. (DC Procurement Practices Act of 1985, D.C. Law 6-85, D.C. Official Code, section 2-310.01, and Chapter 18 of the DC Personnel Regulations)

The Contractor represents and covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its services hereunder. The Contractor further covenants not to employ any person having such known interests in the performance of the contract.

14. Disputes:

- A. All disputes arising under or relating to this contract shall be resolved as provided herein.
- B. Claims by a Contractor against the District.

Claim, as used in Section B of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that

contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

- (a) All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the Contracting Officer for a decision. The contractor's claim shall contain at least the following:
 - (1) A description of the claim and the amount in dispute;
 - (2) Any data or other information in support of the claim;
 - (3) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (4) The Contractor's request for relief or other action by the Contracting Officer.
- (b) The Contracting Officer may meet with the Contractor in a further attempt to resolve the claim by agreement.
- (c) For any claim of \$50,000 or less, the Contracting Officer shall issue a decision within sixty (60) days from receipt of a written request from a Contractor that a decision be rendered within that period.
- (d) For any claim over \$50,000, the Contracting Officer shall issue a decision within ninety (90) days of receipt of the claim. Whenever possible, the Contracting Officer shall take into account factors such as the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.
- (e) The Contracting Officer's written decision shall do the following:
 - (1) Provide a description of the claim or dispute;
 - (2) Refer to the pertinent contract terms;
 - (3) State the factual areas of agreement and disagreement;
 - (4) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (5) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (6) Indicate that the written document is the contracting officer's final decision; and
 - (7) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (f) Any failure by the Contracting Officer to issue a decision on a contract claim within the required time period will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as authorized by D.C. Official Code § 2-309.04.

- (g) (1) If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.
- (2) Liability under paragraph (g)(1) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (h) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D. C. Official Code § 2-309.04.
- (i) Pending final decision of an appeal, action, or final settlement, a Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

C. Claims by the District against a Contractor

- (a) Claim as used in Section C of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.
- (b) (1) All claims by the District against a Contractor arising under or relating to a contract shall be decided by the Contracting Officer.
- (2) The Contracting Officer shall send written notice of the claim to the Contractor. The Contracting Officer's written decision shall do the following:
 - (a) Provide a description of the claim or dispute;
 - (b) Refer to the pertinent contract terms;
 - (c) State the factual areas of agreement and disagreement;
 - (d) State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
 - (e) If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
 - (f) Indicate that the written document is the Contracting Officer's final decision; and
 - (g) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

- (3) The decision shall be supported by reasons and shall inform the Contractor of its rights as provided herein.
- (4) The authority contained in this clause shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
- (5) This clause shall not authorize the Contracting Officer to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) The decision of the Contracting Officer shall be final and not subject to review unless an administrative appeal or action for judicial review is timely commenced by the Contractor as authorized by D.C. Official Code §2-309.04.
- (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the Contracting Officer.

15. Changes:

The Contracting Officer may, at any time, by written order, and without notice to the surety, if any, make changes in the contract within the general scope hereof. If such change causes an increase or decrease in the cost of performance of this contract, or in the time required for performance, an equitable adjustment shall be made. Any claim for adjustment under this paragraph must be asserted within ten (10) days from the date the change is offered; provided, however, that the Contracting Officer, if he or she determines that the facts justify such action, may receive, consider and adjust any such claim asserted at any time prior to the date of final settlement of the contract. If the parties fail to agree upon the adjustment to be made, the dispute shall be determined as provided in the Disputes clause at Section 18. Nothing in this clause shall excuse the Contractor from proceeding with the contract as changed.

16. Termination For Convenience Of The District:

- (a) The District may terminate performance of work under this contract in whole or, from time to time, in part if the Contracting Officer determines that a termination is in the District's interest. The Contracting Officer shall terminate by delivering to the Contractor a Notice of Termination specifying the extent of termination and effective date.
- (b) After receipt of a Notice of Termination, and except as directed by the Contracting Officer, the Contractor shall immediately proceed with the following obligations, regardless of any delay in determining or adjusting any amounts due under this clause:
 - (1) Stop work as specified in the notice.
 - (2) Place no further subcontracts or orders (referred to as subcontracts in this clause) for materials, services, or facilities, except as necessary to complete the continued portion of the contract.
 - (3) Terminate all contracts to the extent they relate to the work terminated.

- (4) Assign to the District, as directed by the Contracting Officer, all rights, title and interest of the Contractor under the subcontracts terminated, in which case the District will have the right to settle or pay any termination settlement proposal arising out of those terminations.
 - (5) With approval or ratification to the extent required by the Contracting Officer, settle all outstanding liabilities and termination settlement proposals arising from the termination of subcontracts. The approval or ratification will be final for purposes of this clause.
 - (6) As directed by the Contracting Officer, transfer title and deliver to the District (i) the fabricated or unfabricated parts, work in process, completed work, supplies, and other materials produced or acquired for the work terminated, and (ii) the completed or partially completed plans, drawings, information, and other property that, if the contract has been completed, would be required to be furnished to the District.
 - (7) Complete performance of the work not terminated.
 - (8) Take any action that may be necessary, or that the Contracting Officer may direct, for the protection and preservation of the property related to this contract that is in the possession of the Contractor and in which the District has or may acquire an interest.
 - (9) Use its best efforts to sell, as directed or authorized by the Contracting Officer, any property of the types referred to in subparagraph (6) above; provided, however, that the Contractor (i) is not required to extend credit to any purchaser and (ii) may acquire the property under the conditions prescribed by, and at prices approved by, the Contracting Officer. The proceeds of any transfer or disposition will be applied to reduce any payments to be made by the District under this contract, credited to the price or cost of the work, or paid in any other manner directed by the Contracting Officer.
- (c) After the expiration of ninety (90) days (or such longer period as may be agreed to) after receipt by the Contracting Officer of acceptable inventory schedules, the Contractor may submit to the Contracting Officer a list, certified as to quantity and quality of termination inventory not previously disposed of excluding items authorized for disposition by the Contracting Officer. The Contractor may request the District to remove those items or enter into an agreement for their storage. Within fifteen (15) days, the District will accept title to those items and remove them or enter into a storage agreement. The Contracting Officer may verify the list upon removal of the items, or if stored, within forty five (45) days from submission of the list, and shall correct the list, as necessary, before final settlement.
- (d) After termination, the Contractor shall submit a final termination settlement proposal to the Contracting Officer in the form and with the certification prescribed by the Contracting Officer. The Contractor shall submit the proposal promptly, but no later than one year from the effective date of termination, unless extended in writing by the Contracting Officer upon written request of the Contractor within this one year period. However, if the Contracting Officer determines that the facts justify it, a termination settlement proposal may be

received and acted on after one year or any extension. If the Contractor fails to submit the proposal within the time allowed, the Contracting Officer may determine, on the basis of information available, the amount, if any, due to the Contractor because of the termination and shall pay the amount determined.

- (e) Subject to paragraph (d) above, the Contractor and the Contracting Officer may agree upon the whole or any part of the amount to be paid because of the termination. The amount may include a reasonable allowance for profit on work done. However, the agreed amount, whether under this paragraph (e) or paragraph (f) below, exclusive of costs shown in subparagraph (f)(3) below, may not exceed the total contract price as reduced by (1) the amount of payment previously made and (2) the contract price of work not terminated. The contract shall be amended, and the Contractor paid the agreed amount. Paragraph (f) below shall not limit, restrict, or affect the amount that may be agreed upon to be paid under this paragraph.
- (f) If the Contractor and the Contracting Officer fail to agree on the whole amount to be paid because of the termination work, the Contracting Officer shall pay the Contractor the amounts determined by the Contracting Officer as follows, but without duplication of any amounts agreed on under paragraph (e) above:
 - (1) The contract price for completed supplies or services accepted by the District (or sold or acquired under subparagraph (b)(9) above) not previously paid for, adjusted for any saving of freight and other charges.
 - (2) The total of :
 - (i) The costs incurred in the performance of the work terminated, including initial costs and preparatory expense allocable thereto, but excluding any costs attributable to supplies or services paid or to be paid under subparagraph (f)(1) above;
 - (ii) The cost of settling and paying termination settlement proposals under terminated subcontracts that are properly chargeable to the terminated portion of the contract if not included in subparagraph (f)(1) above; and
 - (iii) A sum, as profit on subparagraph f(1) above, determined by the Contracting Officer to be fair and reasonable; however, if it appears that the Contractor would have sustained a loss on the entire contract had it been completed, the Contracting Officer shall allow no profit under this subparagraph (iii) and shall reduce the settlement to reflect the indicated rate of loss.
 - (3) The reasonable cost of settlement of the work terminated, including-
 - (i) Accounting, legal, clerical, and other expenses reasonably necessary for the preparation of termination settlement proposals and supporting data;
 - (ii) The termination and settlement of subcontractors (excluding the amounts of such settlements); and

- (iii) Storage, transportation, and other costs incurred, reasonably necessary for the preservation, protection, or disposition of the termination inventory.
- (g) Except for normal spoilage, and except to the extent that the District expressly assumed the risk of loss, the Contracting Officer shall exclude from the amounts payable to the Contractor under paragraph (f) above, the fair value as determined by the Contracting Officer, of property that is destroyed, lost, stolen, or damaged so as to become undeliverable to the District or to a buyer.
- (h) The Contractor shall have the right of appeal, under the Disputes clause, from any determination made by the Contracting Officer under paragraphs (d), (f) or (j), except that if the Contractor failed to submit the termination settlement proposal within the time provided in paragraph (d) or (j), and failed to request a time extension, there is no right of appeal. If the Contracting Officer has made a determination of the amount due under paragraph (d), (f) or (j), the District will pay the Contractor (1) the amount determined by the Contracting Officer if there is no right of appeal or if no timely appeal has been taken, or (2) the amount finally determined on an appeal.
- (i) In arriving at the amount due the Contractor under this clause, there shall be deducted:
 - (1) All unliquidated advances or other payments to the Contractor under the termination portion of the contract;
 - (2) Any claim which the District has against the Contractor under this contract; and
 - (3) The agreed price for, or the proceeds of sale of, materials, supplies, or other things acquired by the Contractor or sold under the provisions of this clause and not recovered by or credited to the District.
- (j) If the termination is partial, the Contractor may file a proposal with the Contracting Officer for an equitable adjustment of the price(s) of the continued portion of the contract. The Contracting Officer shall make any equitable adjustment agreed upon. Any proposal by the Contractor for an equitable adjustment under this clause shall be requested within ninety (90) days from the effective date of termination unless extended in writing by the Contracting Officer.
- (k) (1) The District may, under the terms and conditions it prescribes, make partial payments and payments against costs incurred by the Contractor for the terminated portion of the contract, if the Contracting Officer believes the total of these payments will not exceed the amount to which the Contractor shall be entitled.
 - (2) If the total payments exceed the amount finally determined to be due, the Contractor shall repay the excess to the District upon demand together with interest computed at the rate of 10 percent (10%) per year. Interest shall be computed for the period from the date the excess payment is received by the Contractor to the date the excess payment is repaid. Interest shall not be charged on any excess payment due to a reduction in the Contractor's termination settlement proposal because of retention or

other disposition of termination inventory until 10 days after the date of the retention or disposition, or a later date determined by the Contracting Officer because of the circumstances.

- (l) Unless otherwise provided in this contract or by statute, the Contractor shall maintain all records and documents relating to the terminated portion of this contract for 3 years after final settlement. This includes all books and other evidence bearing on the Contractor's costs and expenses under this contract. The Contractor shall make these records and documents available to the District, at the Contractor's office, at all reasonable times, without any direct charge. If approved by the Contracting Officer, photographs, micrographs, or other authentic reproductions may be maintained instead of original records and documents.

17. Recovery Of Debts Owed The District:

The Contractor hereby agrees that the District may use all or any portion of any consideration or refund due the Contractor under the present contract to satisfy, in whole or part, any debt due the District.

18. Retention and Examination Of Records:

The Contractor shall establish and maintain books, records, and documents (including electronic storage media) in accordance with generally accepted accounting principles and practices which sufficiently and properly reflect all revenues and expenditures of funds provided by the District under the contract that results from this solicitation.

The Contractor shall retain all records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the contract for a period of three (3) years after termination of the contract, or if an audit has been initiated and audit findings have not been resolved at the end of three (3) 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.

The Contractor 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.

The Contracting Officer, the Inspector General and the District of Columbia Auditor, or any of their duly authorized representatives shall, until three years after final payment, have the right to examine any directly pertinent books, documents, papers and records of the Contractor involving transactions related to the contract.

19. Non-Discrimination Clause:

- (a) The Contractor shall not discriminate in any manner against any employee or applicant for employment that would constitute a violation of the District of Columbia Human Rights Act, approved December 13, 1977, as amended (D. C. Law 2-38; D. C. Official Code §2-1402.11) (2001 Ed.) ("Act" as used in this Section). The Contractor shall include a similar clause in all subcontracts, except subcontracts for standard commercial supplies or raw materials. In addition, Contractor agrees and any subcontractor shall agree to post in conspicuous places, available to employees and applicants for employment, notice setting forth the provisions of this non-discrimination clause as provided in Section 251 of the Act.

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(b) Pursuant to rules of the Office of Human Rights, published on August 15, 1986 in the D. C. Register, Mayor's Order 2002-175 (10/23/02), 49 DCR 9883 and Mayor's Order 2006-151 (11/17/06), 52 DCR 9351, the following clauses apply to this contract:

- (1) The Contractor shall not discriminate against any employee or applicant for employment because of actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business. Sexual harassment is a form of sex discrimination which is prohibited by the Act. In addition, harassment based on any of the above protected categories is prohibited by the Act.
- (2) The Contractor agrees to take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their actual or perceived: race, color, religion, national origin, sex, age, marital status, personal appearance, sexual orientation, gender identity or expression, familial status, family responsibilities, disability, matriculation, political affiliation, genetic information, source of income, or place of residence or business.

The affirmative action shall include, but not be limited to the following:

- (a) employment, upgrading or transfer;
 - (b) recruitment, or recruitment advertising;
 - (c) demotion, layoff, or termination;
 - (d) rates of pay, or other forms of compensation; and
 - (e) selection for training and apprenticeship.
- (3) The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Contracting Agency, setting forth the provisions in subsections (b)(1) and (b)(2) concerning non-discrimination and affirmative action.
 - (4) The Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment pursuant to the non-discrimination requirements set forth in subsection (b)(2).
 - (5) The Contractor agrees to send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the contracting agency, advising the said labor union or workers' representative of that contractor's commitments under this nondiscrimination clause and the Act, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

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- (6) The Contractor agrees to permit access to his books, records and accounts pertaining to its employment practices, by the Chief Procurement Officer or designee, or the Director of Human Rights or designee, for purposes of investigation to ascertain compliance with this chapter, and to require under terms of any subcontractor agreement each subcontractor to permit access of such subcontractors' books, records, and accounts for such purposes.
- (7) The Contractor agrees to comply with the provisions of this chapter and with all guidelines for equal employment opportunity applicable in the District of Columbia adopted by the Director of the Office of Human Rights, or any authorized official.
- (8) The Contractor shall include in every subcontract the equal opportunity clauses, subsections (b)(1) through (b)(9) of this section, so that such provisions shall be binding upon each subcontractor or vendor.
- (9) The Contractor shall take such action with respect to any subcontract as the Contracting Officer may direct as a means of enforcing these provisions, including sanctions for noncompliance; provided, however, that in the event the Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the contracting agency, the Contractor may request the District to enter into such litigation to protect the interest of the District.

20. Definitions:

The terms Mayor, Chief Procurement Officer, Contract Appeals Board and District will mean the Mayor of the District of Columbia, the Chief Procurement Officer of the District of Columbia or his/her alternate, the Contract Appeals Board of the District of Columbia, and the Government of the District of Columbia respectively. If the Contractor is an individual, the term Contractor shall mean the Contractor, his heirs, his executor and his administrator. If the Contractor is a corporation, the term Contractor shall mean the Contractor and its successor.

21. Health And Safety Standards:

Items delivered under this contract shall conform to all requirements of the Occupational Safety and Health Act of 1970, as amended ("OSHA"), and Department of Labor Regulations under OSHA, and all Federal requirements in effect at time of bid opening/proposal submission.

22. Appropriation Of Funds:

The District's liability under this contract is contingent upon the future availability of appropriated monies with which to make payment for the contract purposes. The legal liability on the part of the District for the payment of any money shall not arise unless and until such appropriation shall have been provided.

23. Buy American Act:

- (a) The Buy American Act (41 U.S.C. §10a) provides that the District give preference to domestic end products.

“Components,” as used in this clause, means those articles, materials, and supplies incorporated directly into the end products.

“Domestic end product,” as used in this clause, means, (1) an unmanufactured end product mined or produced in the United States, or (2) an end product manufactured in the United States, if the cost of its components mined, produced, or manufactured in the United States, exceeds 50 percent of the cost of all its components. Components of foreign origin of the same class or kind as the products referred to in paragraphs (b)(2) or (3) of this clause shall be treated as domestic. Scrap generated, collected, and prepared for processing in the United States is considered domestic.

“End products,” as used in this clause, means those articles, materials, and supplies to be acquired for public use under this contract.

- (b) The Contractor shall deliver only domestic end products, except those-
 - (1) For use outside the United States;
 - (2) That the District determines are not mined, produced, or manufactured in the United States in sufficient and reasonably available commercial quantities of a satisfactory quality;
 - (3) For which the District determines that domestic preference would be inconsistent with the public interest; or
 - (4) For which the District determines the cost to be unreasonable.

24. Service Contract Act of 1965:

- (a) Definitions. “Act,” as used in this clause, means the Service Contract Act of 1965, as amended (41 U.S.C. §351, *et seq.*).
 - (1) “Contractor,” as used in this clause, means the prime Contractor or any subcontractor at any tier.
 - (2) “Service employee,” as used in this clause, means any person (other than a person employed in a bona fide executive, administrative, or professional capacity as defined in 29 CFR 541) engaged in performing a District contract not exempted under 41 U.S.C. §356, the principal purpose of which is to furnish services in the United States, as defined in section 22.1001 of the Federal Acquisition Regulation. It includes all such persons regardless of the actual or alleged contractual relationship between them and a contractor.
- (b) Applicability. To the extent that the Act applies, this contract is subject to the following provisions and to all other applicable provisions of the Act and regulations of the Secretary of Labor (20 CFR part 4). All interpretations of the Act in Subpart C of 29 CFR 4 are incorporated in this contract by reference. This clause does not apply to contracts or subcontracts administratively exempted by the Secretary of Labor or exempted by 41 U.S.C. §356, as interpreted in Subpart C of 29 CFR 4.
- (c) Compensation.

- (1) Each service employee employed in the performance of this contract by the Contractor or any subcontractor shall be paid not less than the minimum monetary wages and shall be furnished fringe benefits in accordance with the wages and fringe benefits determined by the Secretary of Labor or the Secretary's authorized representative, as specified in any wage determination attached to this contract.
- (2) If a wage determination is attached to this contract, the Contractor shall classify any class of service employees not listed in it, but to be employed under this contract (i.e., the work to be performed is not performed by any classification listed in the wage determination) so as to provide a reasonable relationship (i.e., appropriate level of skill comparison) between such unlisted classifications and the classifications listed in the wage determination. Such conformed class of employees shall be paid the monetary wages and furnished the fringe benefits as are determined pursuant to the procedures in this paragraph. This conforming procedure shall be initiated by the Contractor prior to the performance of contract work by the unlisted class of employee.
 - (a) The Contractor shall submit Standard Form (SF) 1444, Request for Authorization of Additional Classification and Rate, to the Contracting Officer no later than 30 days after the unlisted class of employee performs any contract work. The Contracting Officer shall review the proposed classification and rate and promptly submit the completed SF 1444 (which must include information regarding the agreement or disagreement of the employees' authorized representatives or the employees themselves together with the agency recommendation), and all pertinent information to the Wage and Hour Division, Employment Standards Administration (ESA), Department of Labor. The Wage and Hour Division will approve, modify, or disapprove the action or render a final determination in the event of disagreement within 30 days of receipt or will notify the Contracting Officer within 30 days of receipt that additional time is necessary;
 - (b) The final determination of the conformance action by the Wage and Hour Division shall be transmitted to the Contracting Officer who shall promptly notify the Contractor of the action taken. Each affected employee shall be furnished by the Contracting Officer with a written copy of such determination or it shall be posted as a part of the wage determination;
 - (c) The process of establishing wage and fringe benefit rates that bear a reasonable relationship to those listed in a wage determination cannot be reduced to any single formula. The approach used may vary from wage determination to wage determination depending on the circumstances. Standard wage and salary administration practices which rank various job classifications by pay grade pursuant to point schemes or other job factors may, for example, be relied upon. Guidance may also be obtained from the way different jobs are rated under Federal pay systems (Federal Wage Board Pay System and the General

Schedule) or from other wage determinations issued in the same locality. Basic to the establishment of any conformable wage rate(s) is the concept that a pay relationship should be maintained between job classifications based on the skill required and the duties performed;

- (d) In the case of a contract modification, an exercise of an option, or extension of an existing contract, or in any other case where a Contractor succeeds to a contract under which the classification in question was previously conformed pursuant to this clause, a new conformed wage rate and fringe benefits may be assigned to the conformed classification by indexing (*i.e.*, adjusting) the previous conformed rate and fringe benefits by an amount equal to the average (mean) percentage increase (or decrease, where appropriate) between the wages and fringe benefits specified for all classifications to be used on the contract which are listed in the current wage determination, and those specified for the corresponding classifications in the previously applicable wage determination. Where conforming actions are accomplished in accordance with this paragraph prior to the performance of contract work by the unlisted class of employees, the Contractor shall advise the Contracting Officer of the action taken but the other procedures in this clause need not be followed;
 - (e) No employee engaged in performing work on this contract shall in any event be paid less than the currently applicable minimum wage specified under section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended;
 - (f) The wage rate and fringe benefits finally determined under this clause shall be paid to all employees performing in the classification from the first day on which contract work is performed by them in the classification. Failure to pay the unlisted employees the compensation agreed upon by the interested parties or finally determined by the Wage and Hour Division retroactive to the date such class of employees commenced contract work shall be a violation of the Act and this contract;
 - (g) Upon discovery of failure to comply with this clause, the Wage and Hour Division shall make a final determination of conformed classification, wage rate, and/or fringe benefits which shall be retroactive to the date such class or classes of employees commenced contract work.
- (3) If the term of this contract is more than 1 year, the minimum wages and fringe benefits required for service employees under this contract shall be subject to adjustment after 1 year and not less often than once every 2 years, under wage determinations issued by ESA.
 - (4) The Contractor can discharge the obligation to furnish fringe benefits specified in the attachment or determined under paragraph (2) of this clause by furnishing any equivalent combinations of bona fide fringe

benefits, or by making equivalent or differential cash payments, in accordance with Subpart B and C of 29 CFR 4.

- (d) Minimum wage: In the absence of a minimum wage attachment for this contract, the Contractor shall not pay any service or other employees performing this contract less than the minimum wage specified by section 6(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §206). Nothing in this clause shall relieve the Contractor of any other legal or contractual obligation to pay a higher wage to any employee.
- (e) Successor contracts: If this contract succeeds a contract subject to the Act under which substantially the same services were furnished and service employees were paid wages and fringe benefits provided for in a collective bargaining agreement, then, in the absence of a minimum wage attachment to this contract, the Contractor may not pay any service employee performing this contract less than the wages and benefits, including those accrued and any prospective increases, provided for under that agreement. No Contractor may be relieved of this obligation unless the limitations of 29 CFR 4.1c(b) apply or unless the Secretary of Labor or the Secretary's authorized representative:
 - (1) Determines that the agreement under the predecessor was not the result of arms-length negotiations; or
 - (2) Finds, after a hearing under 29 CFR 4.10, that the wages and benefits provided for by that agreement vary substantially from those prevailing for similar services in the locality or determines, as provided in 29 CFR 4.11, that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations. Where it is found in accordance with the review procedures provided in 29 CFR 4.10 and 4.11 and parts 6 and 8 that some or all of the wages and fringe benefits contained in a predecessor Contractor's collective bargaining agreement are substantially at variance with those which prevail for services of a character similar in the locality, and that the collective bargaining agreement applicable to service employees employed under the predecessor contract was not entered into as a result of arm's length negotiations, the Department will issue a new or revised wage determination setting forth the applicable wage rates and fringe benefits. Such determination shall be made part of the contract or subcontract, in accordance with the decision of the Administrator, the Administrative Law Judge, or the Board of Service Contract Appeals, as the case may be, irrespective of whether such issuance occurs prior to or after the award of a contract or subcontract (53 Comp. Gen. 401 (1973)). In the case of a wage determination issued solely as a result of a finding of substantial variance, such determination shall be effective as of the date of the final administrative decision.
- (f) Notification to employees: The Contractor shall notify each service employee commencing work on this contract of a minimum wage and any fringe benefits required to be paid, or shall post a notice of these wages and benefits in a prominent and accessible place at the worksite, using such poster as may be provided by the Department of Labor.

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- (g) Safe and sanitary working conditions: The Contractor shall not permit services called for by this contract to be performed in buildings or surroundings or under working conditions provided by or under the control or supervision of the Contractor that are unsanitary, hazardous, or dangerous to the health or safety of service employees. The Contractor shall comply with the health standards applied under 29 CFR Part 1925.
- (h) Records: The Contractor shall maintain for 3 years from the completion of work, and make available for inspection and transcription by authorized ESA representatives, a record of the following:
 - (1) For each employee subject to the Act:
 - (a) Name and address;
 - (b) Work classification or classifications, rate or rates of wages and fringe benefits provided, rate or rates of payments in lieu of fringe benefits, and total daily and weekly compensation;
 - (c) Daily and weekly hours worked; and
 - (d) Any deductions, rebates, or refunds from total daily or weekly compensation.
 - (2) For those classes of service employees not included in any wage determination attached to this contract, wage rates or fringe benefits determined by the interested parties or by ESA under the terms of paragraph (c)(3) of this clause. A copy of the report required by paragraph (e) of this clause will fulfill this requirement.
 - (3) Any list of the predecessor Contractor's employees which had been furnished to the Contractor as prescribed by this clause. The Contractor shall also make available a copy of this contract for inspection or transcription by authorized representatives of the Wage and Hour Division. Failure to make and maintain or to make available these records for inspection and transcription shall be a violation of the regulations and this contract, and in the case of failure to produce these records, the Contracting Officer, upon direction of the Department of Labor and notification to the Contractor, shall take action to cause suspension of any further payment or advance of funds until the violation ceases. The Contractor shall permit authorized representatives of the Wage and Hour Division to conduct interviews with employees at the worksite during normal working hours.
- (i) Pay periods: The Contractor shall unconditionally pay to each employee subject to the Act all wages due free and clear and without subsequent deduction (except as otherwise provided by law or regulations, 29 CFR part 4), rebate, or kickback on any account. These payments shall be made no later than one pay period following the end of the regular pay period in which the wages were earned or accrued. A pay period under this Act may not be of any duration longer than semi-monthly.
- (j) Withholding of payments and termination of contract: The Contracting Officer shall withhold from the prime Contractor under this or any other District contract

with the prime contractor any sums the Contracting Officer, or an appropriate officer of the Labor Department, decides may be necessary to pay underpaid employees. In the event of failure to pay any employees subject to the Act all or part of the wages or fringe benefits due under the Act, the Contracting Officer may, after authorization or by direction of the Department of Labor and written notification to the Contractor, take action to cause suspension of any further payment or advance of funds until such violations have ceased. Additionally, any failure to comply with the requirements of this clause may be grounds for termination for default. In such event, the District may enter into other contracts or arrangements for completion of the work, charging the Contractor in default with any additional cost.

- (k) Subcontracts: The Contractor agrees to insert this clause in all subcontracts.
- (l) Contractor's report:
 - (1) If there is a wage determination attachment to this contract and any classes of service employees not listed on it are to be employed under the contract, the Contractor shall report promptly to the Contracting Officer the wages to be paid and the fringe benefits to be provided each of these classes, when determined under paragraph (c) of this clause.
 - (2) If wages to be paid or fringe benefits to be furnished any service employees under the contract are covered in a collective bargaining agreement effective at any time when the contract is being performed, the Contractor shall provide to the Contracting Officer a copy of the agreement and full information on the application and accrual of wages and benefits (including any prospective increases) to service employees working on the contract. The Contractor shall report when contract performance begins, in the case of agreements then in effect, and shall report subsequently effective agreements, provisions, or amendments promptly after they are negotiated.
- (m) Contractor's Certification: By entering into this contract, the Contractor (and officials thereof) certifies that neither it (nor he or she) nor any person or firm who has a substantial interest in the Contractor's firm is a person or firm ineligible to be awarded District contracts by virtue of the sanctions imposed under section 5 of the Act. No part of this contract shall be subcontracted to any person or firm ineligible for award of a District contract under section 5 of the Act. The penalty for making false statements is prescribed in the U.S. Criminal Code, 18 U.S.C. §1001.
- (n) Variations, tolerances, and exemptions involving employment: Notwithstanding any of the provisions in paragraphs (c) through (l) of this clause, the following employees may be employed in accordance with the following variations, tolerances, and exemptions authorized by the Secretary of Labor.
 - (1)(i) In accordance with regulations issued under Section 14 of the Fair Labor Standards Act of 1938 by the Administrator of the Wage and Hour Division, ESA (29 CFR 520, 521, 524, and 525), apprentices, student learners, and workers whose earning capacity is impaired by age or by physical or mental deficiency or injury, may be employed at wages lower than the minimum wages otherwise required by section 2(a)(1) or 2(b)(1)

of the Service Contract Act, without diminishing any fringe benefits or payments in lieu of these benefits required under section 2(a)(2) of the Act.

- (ii) The Administrator will issue certificates under the Act for employing apprentices, student-learners, handicapped persons, or handicapped clients of sheltered workshops not subject to the Fair Labor Standards Act of 1938, or subject to different minimum rates of pay under the two acts, authorizing appropriate rates of minimum wages, but without changing requirements concerning fringe benefits or supplementary cash payments in lieu of these benefits.
 - (iii) The Administrator may also withdraw, annul, or cancel such certificates under 29 CFR 525 and 528.
- (2) An employee engaged in an occupation in which the employee customarily and regularly receives more than \$30 a month in tips shall be credited by the employer against the minimum wage required by section 2(a)(1) or section 2(b)(1) of the Act, in accordance with regulations in 29 CFR 531. However, the amount of credit shall not exceed 40 percent of the minimum rate specified in section 6(a)(1) of the Fair Labor Standards Act of 1938 as amended.

25. Cost and Pricing Data:

- (a) This paragraph and paragraphs b through e below shall apply to contractors or offerors in regards to: (1) any procurement in excess of \$100,000, (2) any contract awarded through competitive sealed proposals, (3) any contract awarded through sole source procurement, or (4) any change order or contract modification. By entering into this contract or submitting this offer, the Contractor or offeror certifies that, to the best of the Contractor's or offeror's knowledge and belief, any cost and pricing data submitted was accurate, complete and current as of the date specified in the contract or offer.
- (b) Unless otherwise provided in the solicitation, the offeror or Contractor shall, before entering into any contract awarded through competitive sealed proposals or through sole source procurement or before negotiating any price adjustments pursuant to a change order or modification, submit cost or pricing data and certification that, to the best of the Contractor's knowledge and belief, the cost or pricing data submitted was accurate, complete, and current as of the date of award of this contract or as of the date of negotiation of the change order or modification.
- (c) If any price, including profit or fee, negotiated in connection with this contract, or any cost reimbursable under this contract, was increased by any significant amount because (1) the Contractor or a subcontractor furnished cost or pricing data that were not complete, accurate, and current as certified by the Contractor, (2) a subcontractor or prospective subcontractor furnished the Contractor cost or pricing data that were not complete, accurate, and current as certified by the Contractor, or (3) any of these parties furnished data of any description that were not accurate, the price or cost shall be reduced accordingly and the contract shall be modified to reflect the reduction.

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- (d) Any reduction in the contract price under paragraph c above due to defective data from a prospective subcontractor that was not subsequently awarded, the subcontract shall be limited to the amount, plus applicable overhead and profit markup, by which (1) the actual subcontract or (2) the actual cost to the Contractor, if there was no subcontract, was less than the prospective subcontract cost estimate submitted by the Contractor; provided that the actual subcontract price was not itself affected by defective cost or pricing data.
- (e) Cost or pricing data includes all facts as of the time of price agreement that prudent buyers and sellers would reasonably expect to affect price negotiations significantly. Cost or pricing data are factual, not judgmental, and are therefore verifiable. While they do not indicate the accuracy of the prospective Contractor's judgment about estimated future costs or projections, cost or pricing data do include the data forming the basis for that judgment. Cost or pricing data are more than historical accounting data; they are all the facts that can be reasonably expected to contribute to the soundness of estimates of future costs and to the validity of determinations of costs already incurred.
- (f) The following specific information should be included as cost or pricing data, as applicable:
 - (1) Vendor quotations;
 - (2) Nonrecurring costs;
 - (3) Information on changes in production methods or purchasing volume;
 - (4) Data supporting projections of business prospects and objectives and related operations costs;
 - (5) Unit – cost trends such as those associated with labor efficiency;
 - (6) Make or buy decisions;
 - (7) Estimated resources to attain business goals;
 - (8) Information on management decisions that could have a significant bearing on costs.
- (g) If the offeror or contractor is required by law to submit cost or pricing data in connection with pricing this contract or any change order or modification of this contract, the Contracting Officer or representatives of the Contracting Officer shall have the right to examine all books, records, documents and other data of the Contractor (including computations and projections) related to negotiating, pricing, or performing the contract, change order or modification, in order to evaluate the accuracy, completeness, and currency of the cost or pricing data. The right of examination shall extend to all documents necessary to permit adequate evaluation of the cost or pricing data submitted, along with the computations and projections used. Contractor shall make available at its office at all reasonable times the materials described above for examination, audit, or reproduction until three years after the later of:
 - (1) final payment under the contract;

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- (2) final termination settlement; or
- (3) the final disposition of any appeals under the disputes clause or of litigation or the settlement of claims arising under or relating to the contract.

26. Multiyear Contract:

If this contract is a multiyear contract, then the following provision is made part of this contract:

If funds are not appropriated or otherwise made available for the continued performance in a subsequent year of a multiyear contract, the contract for the subsequent year shall be terminated, either automatically or in accordance with the termination clause of the contract. Unless otherwise provided for in the contract, the effect of termination is to discharge both the District and the Contractor from future performance of the contract, but not from the existing obligations. The Contractor shall be reimbursed for the reasonable value of any non-recurring costs incurred but not amortized in the price of the supplies or services delivered under the contract.

27. Termination Of Contracts For Certain Crimes And Violations:

- (a) The District may terminate without liability any contract and may deduct from the contract price or otherwise recover the full amount of any fee, commission, percentage, gift, or consideration paid in violation of this title if:
 - (1) The Contractor has been convicted of a crime arising out of or in connection with the procurement of any work to be done or any payment to be made under the contract; or
 - (2) There has been any breach or violation of:
 - (A) Any provision of the Procurement Practices Act of 1985, as amended, or
 - (B) The contract provision against contingent fees.
- (b) If a contract is terminated pursuant to this section, the Contractor:
 - (1) May be paid only the actual costs of the work performed to the date of termination, plus termination costs, if any; and
 - (2) Shall refund all profits or fixed fees realized under the Contract.
- (c) The rights and remedies contained in this are in addition to any other right or remedy provided by law, and the exercise of any of them is not a waiver of any other right or remedy provided by law.