

HUMAN CARE AGREEMENT

1. Human Care Agreement Number DCJM-2013-H-0004	2. Date of Award See Block 13C	3a. Date Solicitation Issued September 18, 2012	3b. Date Solicitation Closes March 29, 2013
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4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 th Street NW., 9 th Floor Washington, DC 20005-2717	5. Administered by: Department on Disability Services Rehabilitation Services Administration (RSA) 1125 – 15 th Street, NW., 9th Floor Washington, DC 20005-2717 202-442-8400 Fax 202-442-8725
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6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)

Telephone: _____ Fax: _____ E-Mail: _____

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable P.O. Box 54047 Washington, DC 20032-0247	8. DISTRICT SHALL SEND ALL PAYMENTS TO: Address in Block 6
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9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST

LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT
0001	952-0000	Psychologist to conduct evaluation for Rehabilitation Services clients to determine eligibility	See Individual Task Orders	See Individual Task Orders	SEE SECTION B	See Individual Task Orders
0002		Bi-Lingual Psychologist _____ (language) to conduct evaluation for Rehabilitation Services clients to determine eligibility				
0003		Psychologist to conduct therapeutic counseling				
0004		Bi-Lingual Psychologist to conduct therapeutic				
GRAND TOTAL						\$

10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION

TO BE CITED ON EACH TASK ORDER

11. PERIOD OF HUMAN CARE AGREEMENT

Starting Date: See Block 13 C	Ending Date: September 30, 2013
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HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in DC Law 13-155, this HUMAN CARE AGREEMENT is being entered into between the Provider/Contractor specified in block 6 of this document. The Provider/Contractor is required to sign and return two signed copies of this document to the Contracting Officer of the Issuing Office stated in block 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 herein. The rights and obligations of the parties to this Human Care Agreement shall be subject to and governed by the following documents: (a) this Human Care Agreement, (b) the Standard Contract Provisions For Use with District of Columbia Government Supply and Services Contracts, dated March 2007; (c) Any other provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. This Human Care Agreement between the signatories to this document constitutes the entire agreement of the parties.

12. FOR THE PROVIDER/ CONTRACTOR

13. FOR THE DISTRICT OF COLUMBIA

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

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PART 1

THE SCOPE OF HUMAN CARE SERVICES

SECTION B – HUMAN CARE SERVICES AND SERVICE RATES

The Office of Contracting and Procurement, on behalf of the Department on Disability Services (DDS), Rehabilitation Services Administration (RSA) hereafter referred to as the “**District,**” is seeking both English speaking and Bilingual Psychologists to provide direct services to persons with disabilities pursuant to the Human Care Agreement Amendment Act of 2000. effective (D.C. Law 13-155, amending D.C. Official Code, Sections, 2-301.07, 2-303.02, 2-303.04(g), 2-303.06(a).

B.1 The District contemplates the award of multiple agreements to the responsible providers whose offer will be most advantageous to the District based on their pre-qualification data and prices. The number of Agreements will be based on the capacity of providers to fulfill the estimated hours as stated herein and informed choice of the client;

B.2 This is a human care agreement based on fixed-unit prices. The Provider shall provide services in accordance with Section C as specified herein or in the Provider’s proposed program description that is accepted by the District and at the prices specified in Section B.3, Price Schedule:

B.3 PRICE SCHEDULE

BASE YEAR

October 1, 2012-September 30, 2013

CLIN	DESCRIPTION	UNIT	UNIT PRICE
0001	Psychologist to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
0002	Bilingual Psychologist _____ (language) to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
0003	Psychologist to conduct therapeutic counseling	1 hour session	\$ _____
0004	Bilingual Psychologist to conduct therapeutic counseling	1 hour session	\$ _____

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PROCEDURE CODE	DESCRIPTION OF SERVICE	Price Per Test
	CLINICAL PSYCHOLOGICAL TESTING	
96111	Vineland Adaptive Behavior Scales	\$ _____
M0600	WESCHLER ADULT INTELLIGENCE SCALE, WAIS-3(OR MOST CURRENT) WISC-R or WPPSI	\$ _____
M0601	BENDER GESTALT	\$ _____
M0602	TRAIL-MAKING TEST	\$ _____
M0603	HALSTEAD-REITAN	\$ _____
M0604	LURIA-NEBRASKA	\$ _____
M0606	WECHSLER MEMORY TEST REVISED (with 30 minutes delay)	\$ _____
M0607	Benton Visual Retention Test (with specific administration A,B,C,D)	\$ _____
M0608	Stroop color and word test	\$ _____
M0609	Purdue Pegboard	\$ _____
M0611	Memory for Designs (Graham-Kendall)	\$ _____
M0612	Wisconsin Card Sorting	\$ _____
M0613	Ravens Progressive Matrices	\$ _____
M0614	CLINICAL EVALUATION INTERVIEW IN CONJUNCTION WITH PSYCHOLOGICAL TESTING	\$ _____
M0615	RORSCHACH (PERSONALITY TEST)	\$ _____
M0616	THEMATIC APPERCEPTION TEST (TAT) (PERSONALITY TEST)	\$ _____
M0622	NEUROPSYCHOLOGICAL EVALUATION	\$ _____
M0623	Bailey Scales of Infant Development	\$ _____
M0624	McCarthy Scales	\$ _____
M0625	Stanford-Binet (3 rd or 4 th Edition)	\$ _____

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M0626	MINNESOTA MULTIPHASIC PERSONALITY INVENTORY (PERSONALITY TEST)	\$ _____
M0627	WIDE RANGE ACHIEVEMENT TEST REVISED (WRAT-R)	\$ _____
M0628	MILLON PERSONALITY TEST	\$ _____
M0629	Wood Cock-Johnson	\$ _____

OPTION YEAR 1**October 1, 2013-September 30, 2014**

CLIN	DESCRIPTION	UNIT	UNIT PRICE
1001	Psychologist to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
1002	Bilingual Psychologist _____ (language) to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
1003	Psychologist to conduct therapeutic counseling	1 hour session	\$ _____
1004	Bilingual Psychologist to conduct therapeutic counseling	1 hour session	\$ _____

OPTION YEAR 2**October 1, 2014-September 30, 2015**

CLIN	DESCRIPTION	UNIT	UNIT PRICE
2001	Psychologist to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
2002	Bilingual Psychologist _____ (language) to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
2003	Psychologist to conduct therapeutic counseling	1 hour session	\$ _____
2004	Bilingual Psychologist to conduct therapeutic counseling	1 hour session	\$ _____

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OPTION YEAR 3**October 1, 2015-September 30, 2016**

CLIN	DESCRIPTION	UNIT	UNIT PRICE
3001	Psychologist to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
3002	Bilingual Psychologist _____ (language) to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
3003	Psychologist to conduct therapeutic counseling	1 hour session	\$ _____
3004	Bilingual Psychologist to conduct therapeutic counseling	1 hour session	\$ _____

OPTION YEAR 4**October 1, 2016-September 30, 2017**

CLIN	DESCRIPTION	UNIT	UNIT PRICE
4001	Psychologist to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
4002	Bilingual Psychologist _____ (language) to conduct evaluation for Rehabilitation Services clients to determine eligibility	Per Evaluation	\$ _____
4003	Psychologist to conduct therapeutic counseling	1 hour session	\$ _____
4004	Bilingual Psychologist to conduct therapeutic counseling	1 hour session	\$ _____

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SECTION C – HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICE

C.1 Background

C.1.1 This is a recurring service

C.1.2 The Department on Disability Services (DDS) Rehabilitation Services Administration (RSA) is the District of Columbia’s primary agency that provides services to persons with disabilities to prepare for, obtain, maintain, or regain employment. RSA is mandated by Title 1 of the Rehabilitation Act of 1973 as amended by Title IV of the Workforce Investment Act of 1998, P.L. 105-220 to assist persons with disabilities to prepare for, secure, retain, or regain employment that is consistent with the applicant’s unique strengths, resources, priorities, concerns, abilities, capabilities, interests, and informed choice.

C.1.3 Under the provisions of the Rehabilitation Act of 1973 as Amended and the Americans with Disabilities Act of 1990 as Amended (ADAAA), federal and state agencies are required to provide reasonable accommodations for qualified applicants and employees with disabilities, barring undue hardship. Reasonable accommodation is central to integrating individuals with disabilities into the workforce.

C.1.4 As part of the requirement to establish federal eligibility all applicants must receive a psychological evaluation. Approximately 10% of RSA clients are non-English speaking or English is not their first language. This human care agreement (HCA) is a vehicle whereby the Department on Disability Services will prequalify psychologists to provide services on an as needed basis.

.C.2 SCOPE

C.2.1 Subject to the continuing availability of funds, the District may purchase and the provider shall provide the human care services specified in Section C of the Human Care Agreement.

C.2.2 RSA is seeking licensed clinical psychologists to provide psychological evaluations and a variety of assessments as noted in the table in Section B. RSA refers approximately 5,000 clients per year for psychological evaluations and assessments. Approximately 10% of RSA’s referrals are non-English speaking. All Evaluations must be transcribed and submitted in English to RSA.

:C.1.1 APPLICABLE DOCUMENTS

Item #	Document Type	Document Title	Publication Date	Document Link
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1.	Policy	Rehabilitation Act As Amended	1973	http://www2.ed.gov/policy/speced/reg/narrative.html
2.	Policy	Americans With Disabilities Act As Amended	1990	http://www.eeoc.gov/laws/statutes/ada.cfm
3.	Policy	Mayor's DC Language Access Act	2004	http://modelpolicies.thepraxisproject.org/files/model_policies/language_access_act_DC.pdf
4.	Registry of Interpreters for the Deaf Certification	Code of Professional Conduct	2005	http://rid.org/UserFiles/File/NAD_RID_ETHICS.pdf

C.1.2 DEFINITIONS

- C.1.2.1 Assessment** – a process of testing that uses a combination of techniques to help arrive at some hypotheses about a person and their behavior, personality and capabilities. Psychological assessment is also referred to as psychological testing,
- C.1.2.2 Bilingual** - able to speak two or more languages with the facility of a native speaker. One of the languages must be English.
- C.1.2.3 CA** - Contracts Administrator (formerly known as the COTR)
- C.1.2.4 Deafness** - a hearing impairment of such severity that the individual may depend primarily upon visual communication such as writing, lip reading, manual communication, and gestures.
- C.1.2.5 Disability** - physical, mental or emotional impairment, certified by a licensed professional that affects negatively one's ability to prepare for, secure, regain or retain employment.
- C.1.2.6 Eligibility** - Presence of a significant disability, which results in a substantial impediment to employment; however, there must be a reasonable expectation of employability
- C.1.2.7 Human Care Agreement** - A written agreement for the procurement of education or special education, health, human or social services pursuant to D.C. Official Code, Section 2-303.06a, to be provided directly to individuals with disabilities and to individuals who are disadvantaged, displaced, elderly, indigent, mentally impaired,

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physically impaired, unemployed, or minors in the custody of the District of Columbia. The limitation of the human care agreement is specified in Section D.

- C.1.2.8 Provider** - 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 Human Care Agreement with the District.
- C.1.2.9 Rehabilitation Act of 1973(P.L. 93-112, as amended** - Provides (under Title VII) independent living services to individuals with a significant disabilities who may not be able to attain a successful employment outcome and to others meeting eligibility criteria set forth in the State Plan for Independent Living Rehabilitation Services. States are mandated to provide these to services eligible individuals seeking independence in their homes and/or communities.
- C.1.2.10 Rehabilitation Act of 1973, as amended by (P.L. 105-220),** - the law that governs the provision of vocational rehabilitation services to persons with significant disability(ies) who may not be able to attain gainful employment and to others meeting eligibility criteria.
- C.1.2.11 Significant and Persistent Mental Illness** - persons who have received psychiatric treatment and who require on-going psychiatric support in order to perform activities of daily living.
- C.1.2.12 Spanish – Hispanic** –"Hispanic or Latino" is "a person of Mexican, Puerto Rican, Cuban, South or Central American, or other Spanish culture or origin, regardless of race". Spanish is an official language of the majority of countries in Central and South America, including Argentina, Bolivia, Chile, Columbia, Costa Rica, Ecuador, El Salvador, Equatorial Guinea, Guatemala, Honduras, Mexico, Nicaragua, Panama, Paraguay, Peru, Uruguay, and Venezuela. It is also the official language of the island nations of Cuba, the Dominican Republic, and Puerto Rico. It is an operating language of both the European Union and the United Nations. Spanish is widely spoken in the United States
- C.1.2.13 Task Order** -An order for services placed against an established Human Care Agreement by issuing a purchase order,
- C.1.2.14 Vocational Rehabilitation Specialist** - The administration of activities aimed at linking community resources to a consumer, through the assessment of individual needs, development and periodic evaluation of individualized plan and coordination of the various system components in order to achieve a successful outcome.

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C.1.2.15 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.2 BACKGROUND

C.3 REQUIREMENTS

C.3.1 Provider Qualifications

C.3.1.1 The Provider shall be licensed in the jurisdiction where services are provided, which will be verified through The DC Department of Health Website **Health Professional Licensing Administration database**.

C.3.1.2 The Provider must also submit and maintain the minimum insurance requirements determined by the Office of Risk Management (ORM) for the District of Columbia Providers found in Section F.9.

C.3.1.3 DC HCA regulations require that HCA Providers must submit a completed Contractor Qualification Record (CQR) as a record of licenses, contracts, and legal status disclosures.

C.3.2 Client Referral Process

C.3.2.1 Once an RSA Vocational Rehabilitation Counselor initiates the telephonic or email referral to the Provider, the Provider shall respond within three (3) business days with a scheduled appointment date to meet with the client.

C.3.2.2 The Provider shall cancel the scheduled appointment and inform the referring counselor and the Contract Administrator (CA) of the appointment cancellation if the written referral and authorization to provide services is not received from the referring Vocational Rehabilitation Counselor within 72 hours before the scheduled appointment.

C.3.2.3 The Provider is not obligated to accept a referral but must schedule the appointment with the client within a reasonable time, usually within 10 business days, after the Provider accepts the referral. The appointment may be scheduled over the phone with the initial contact from the referring counselor.

C.3.2.4 The Provider shall schedule the first appointment to meet with a referred client in a manner that allows the referring counselor sufficient time to transmit the written referral and authorization for the Provider to provide the services.

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C.3.2.5 Under no circumstances shall a Provider meet with a client in advance of receiving the written referral, authorization and a purchase order reflecting adequate funding for the services to be provided.

C.3.3 Method of Service Delivery

C.3.3.1 The Provider shall conduct psychological evaluations needed to determine the eligibility for rehabilitation services from the District.

C.3.3.2 The Provider shall limit services provided to those services specified by the referring counselor in the referral packet.

C.3.3.3 The Provider shall engage in treatment planning such as:

1)Psychotherapy;

2)Cognitive assessment, achievement, adaptive assessment, Psych-educational: History, cognitive, Achievement and visual motor assessment;

3)Psychological: History, Projective/objective personality tests; and

4)Parent/Teacher Behavior rating scales, Combined: Psycho-educational &Psychological Assessment etc.

C.3.3.4 The Provider shall document assessment results ;

C.3.3.5 The Providers shall complete each evaluation within two week after the receipt of the referral packet and forward the completed assessment report to the referring counselor as soon as possible but not later than 20 business days.

C.4 Compliance with Service Rates

C.4.1 All human care services shall be provided, and the District shall only pay, in accordance with the service fees shown in Part 1, Section B, Human Care Services and Service Fees upon acceptance of deliverable as required.

C.4.2 If any overpayment occurs, the provider shall repay the District the full amount of the overpayment.

C.4.3 The provider shall be bound by its budget submitted as a part of the Human Care Agreement and approved by the District as a provider's best and final offer.

C.5 Service Plan

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- C.5.1** The Provider shall adhere to its service plan that includes their methodology for providing the services stated in Section C.
- C.5.2** The Provider shall adhere to its organizational chart, which displays organizational relationships and demonstrates who has responsibility for administrative oversight and direct supervision over each contract activity/staff member. The Provider shall submit any organizational changes to the CA within 5 days of the organizational change.

C.6 **Eligibility**

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

C.15 **Compliance With Laws**

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

C.16 **District Responsibilities**

- C.16.1** The District will provide the Provider with Referral for Services Form -1336 bearing the signature of the CA and the purchase order obligating the funds to cover the cost of services provided.
- C.16.2** Be financially responsible for only those specific services listed in the referral packet as services needed by the client and required of the Provider, each of which must be authorized prior to the provision of services.
- C.16.3** The District will complete a client referral packet which will include client's name, the type of evaluation[s] and copies of RSA authorizations to cover the evaluations.

SECTION D

HUMAN CARE SERVICE DELIVERY AND PERFORMANCE

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D.1 TERM OF AGREEMENT

D.1.1 The term of this Human Care Agreement shall be for a period of up to one base year from the date of award, subject to the availability of funds for any period beyond the end of the District’s fiscal year, which begins on October 1, in which this Agreement is awarded. The base period shall not be longer than date of award through September 30 of that same year or the date the professional license of the Provider expires, whichever is sooner.

D.1.2 The District may terminate this Agreement in accordance with sections 8 and 27 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. Section 16 of the Standard Contract Provisions provides for Termination for the Convenience of the District.

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 Human Care Agreement for a period of four (4) one (1) year option periods, or multiple successive 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 requirement by providing a written notice to the Contracting Officer.

D.3.3 The extended human care agreement 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.

D.4 OPTION TO EXTEND SERVICES

D.4.1 Notwithstanding Section D.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the HCA. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

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Secretary of Labor or the District of Columbia Department of Employment Services (DOES). This option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed six (6) months. The Contracting Officer may exercise the option by written notice to the Provider at least thirty (30) days before the Agreement expires.

D.4.2 The service rates for the option periods shall be as specified in Part I, The Service Rate, Section B.

D.4.3 If the District exercises an option, the extended Human Care Agreement shall be considered to include this option provision.

D.3.4 Should the District exercise the Human care Agreement option for option number 3, the Provider will be required to complete a new Contractor Qualification Record.

SECTION E – HUMAN CARE SERVICE ADMINISTRATION

E.1 CONTRACTING OFFICER/HUMAN CARE AGREEMENT ADMINISTRATION

E.1.1 Contracting Officers (CO) are the only District officials 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 Contracting Officer shall be forwarded to:

Ms. Marsha Robinson
 Department on Disability Services
 Contracting Officer
 1125 – 15th Street, N.W. 4nd Floor
 Washington, DC 20005
 Telephone: (202) 730-1628
 E-Mail Address: Marsha.Robinson@dc.gov

E.1.2 The DDS Agency Chief Contracting Officer (ACCO) is also recognized as a CO. Copies of all documents submitted to the CO shall also be sent to the DDS ACCO. Correspondence to the DDS ACCO shall be forwarded to:

Ms. Janice Parker Watson
 Chief Procurement Officer
 1125 – 15th Street NW, 2nd Floor
 Washington, DC 20005-2717

Telephone Number: (202) 730-1716
 Facsimile Number: (202) 730-1514
 E-Mail: Janice.Watson@dc.gov

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E.2 CONTRACT ADMINISTRATOR

E.2.1 The Contract Administrator (CA) 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 CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. Edmund Neboh and Rhonell Stewart are the CAs:

Rehabilitation Services Administration
1125 15th Street, NW
8th Floor
Washington, DC 20005
Telephone Number: (202) 442-8738
Facsimile Number: (202) 442-8725
E-Mail: Edmund.Neboh@dc.gov and Rhonell.Stewart@dc.gov

E.3 ORDERING AND PAYMENT

- E.3.1** The Provider **shall not** provide services 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 issued 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 the purchase order/task order, **"Provider/Contractor Shall Submit All Invoices To."**

**Office of the Chief Financial Officer
Department on Disability Services
Attn: Accounts Payable
P.O. Box 54047
Washington, DC 20032-0247**

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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 individuals; location of individuals;
- 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** Human Care Agreement Number;
- E.3.5.9** Federal tax identification number;
- E.3.5.10** Vocational Rehabilitation Counselor from whom the referral was made
- 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 and acceptance by the District, under this Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

PART II

SECTION F – AGREEMENT CLAUSES

F.1 STANDARD CONTRACT PROVISIONS INCORPORATED BY REFERENCE

The Government of the District of Columbia Standard Contract Provisions For Use With District of Columbia Government Supply and Services, dated March 2007, hereafter referred to as the “Standard Contract Provisions” are 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:

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F2.1 The Rehabilitation Act of 1973, as amended, Title 6, Part B- Supported Employment
<http://www.ed.gov/policy/speed/red/narrative.html>- link to Rehabilitation Act

F.2.2 District of Columbia Municipal Regulations, Title 29, Public Welfare, Chapter 1

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 these 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

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F.4 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. Office of Tax and Revenue and DOES tax compliance will be verified annually before an option is exercised.

F.5 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 superseded 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.6 SUBCONTRACTS

The Provider shall not subcontract any of the work or services provided in accordance with this Agreement to any subcontractors without the prior, written consent of the Contracting Officer. Any work or service that may be subcontracted shall be performed pursuant to a written subcontract agreement, which the District shall have the right to review and approve prior to its execution. Any such subcontract shall specify that the Provider and the sub Provider 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 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 Drug-Free Work Place Clause

In agreements funded with federal funds, in signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the provider has

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received a signed copy of the Drug-Free Workplace requirements and shall maintain compliance with the requirements for the term of this Agreement.

F.9 INSURANCE

F.9.1 General Requirements. The Contractor shall procure and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall submit a Certificate of Insurance giving evidence of the required coverage prior to commencing work on the contract.

F.9.2 All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed; have either an A.M. Best Company rating of A-V III or higher, a Standard & Poor's rating of AA or higher, or a Moody's rating of Aa2 or higher.

F.9.3 The Contractor shall require all subcontractors to carry the insurance required herein, or the Contractor may, at its option, provide the coverage for any or all subcontractors, and if so, the evidence of insurance submitted shall so stipulate.

F.9.4 All policies (excluding Workers' Compensation and Professional Liability, if applicable) shall name the District as an additional insured with respect to work or services performed under the Contract.

F.9.5 All policies shall provide that the insurance coverage provided hereunder will be primary and noncontributory with any other applicable insurance.

F.9.6 All policies shall contain a waiver of subrogation in favor of the District of Columbia.

F.9.7 In no event shall work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) has been furnished.

F.9.8 All policies shall provide that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

F.9.9 Certificate of Insurance Requirement. The policy description on the Certificate of Insurance form shall include the contract number, the contract award date (if available), the contract expiration date (if available), the name of the requesting agency, the name of the contracting officer, a brief description of the work to be performed, the job location, the District as an additional insured, and a waiver of subrogation.

F.9.10 Insurance Liability Limitations

F.9.10.1 Commercial General Liability Insurance. The Contractor shall provide evidence

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satisfactory to the Contracting Officer with respect to the operations performed, that it carries \$2,000,000 limits per occurrence; \$5,000,000 per aggregate; \$1,000,000 for products and completed operations; and \$1,000,000 for personal and advertising injury. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

F.9.10.2 Commercial General Liability Insurance. If the Contractor is providing insurance for a subcontractor, the Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the operations performed, that it carries coverages equal to that required by the prime contractor contracting with the District. The policy coverage shall be primary and non-contributory, shall contain the CGL 2503 per project endorsement, and shall include the District of Columbia as an additional insured.

F.9.10.3 Automobile Liability Insurance. The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of the contract. The policy shall cover the operations performed under the contract with a \$2,000,000 per occurrence combined single limit for bodily injury and property damage. The policy coverage shall be primary and non-contributory and shall include the District of Columbia as an additional insured.

F.9.10.4 Workers' Compensation Insurance.

F.9.10.4.1 Workers' Compensation Insurance. The Contractor shall provide Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

F.9.10.4.2 Employer's Liability Insurance. The Contractor shall provide employer's liability insurance as follows: \$1,000,000 per accident for injury; \$1,000,000 per employee for disease; and \$1,000,000 for policy disease limit.

F.9.10.5 Umbrella or Excess Liability Insurance. The Contractor shall provide umbrella or excess liability insurance as follows: \$5,000,000 per occurrence and \$5,000,000 per aggregate, with the District added as an additional insured.

F.9.10.6 Professional Liability Insurance (Errors & Omissions). The Contractor (including but not limited to architects, attorneys, engineers, environmental consultants, and healthcare professionals) shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission caused by the performance of professional services under this Contract. The policy shall provide limits of \$2,000,000 per occurrence for each wrongful act and \$2,000,000 per aggregate for each wrongful act. The Contractor shall maintain this insurance for

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five (5) years following the District's final acceptance of the work. The policy shall cover the Contractor and its subcontractors of every tier, and shall identify the District as the Project Owner on the policy.

F.9.10.7 Crime Insurance. The Contractor shall provide a policy to cover costs associated with the criminal activities of its employees including, but not limited to, robbery, burglary, larceny, forgery, or embezzlement. The policy shall provide a limit of \$1,000,000 per occurrence for each wrongful act and \$1,000,000 per aggregate for each wrongful act.

F.9.11 Duration: The Contractor shall carry all insurance until all contract work is accepted by the District. Each insurance policy shall contain a binding endorsement that the insurer agrees that the Contracting Officer shall be given thirty (30) days prior written notice via certified mail in the event coverage is substantially changed, canceled or not renewed.

F.9.12 Contractor's Property: Contractors and subcontractor are solely responsible for any loss or damage to their personal property, including owned and leased equipment, whether such equipment is located at a project site or "in transit".

F.9.13 Measure of Payment: The District shall not make any separate measure or payment for the cost of insurance and bonds. The Contractor shall include all of the costs of insurance and bonds in the contract price. Contractors are advised not to sign a contract binding an insurance policy until after contract award is made.

F.10 HIPAA PRIVACY COMPLIANCE

F.10.1 Definitions

F.10.1.1. *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.

F.10.1.2. *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.

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With respect to this HIPAA Compliance Clause, *Covered Entity* shall also include the designated health care components-of a hybrid entity.

- F.10.1.3.** *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.
- F.10.1.4.** *Designated Record Set* means a group of records maintained by or for the Covered Entity that is:
- F.10.1.4.1** in whole or in part, by or for the Covered Entity to make decisions about individuals.
 - F.10.1.4.2** The medical records and billing records about individuals maintained by or for a covered health care provider;
 - F.10.1.4.3** The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
- F.10.1.5.** Used *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:
- F.10.1.15.1.** 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
 - F.10.1.15.2.** Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- F.10.1.6.** *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.
- F.10.1.7.** *Health Care Operations* shall have the same meaning as the term “health care operations” in 45 C.F.R. § 164.501.
- F.10.1.8.** *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

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Information with such functions of the hybrid entity without business associate agreements or individual authorizations.

- F.10.1.9.** *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.
- F.10.1.10.** *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).
- F.10.1.11.** *Individually Identifiable Health Information* is information that is a subset of health information, including demographic information collected from an individual, and;
- F.10.1.4.4** Is created or received by a health care provider, health plan, employer, or health care clearinghouse; and
- F.10.1.4.5** 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
- F.10.1.4.6** That identifies the individual; or
- F.10.1.4.7** With respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- F.10.1.12.** *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.
- F.10.1.13.** *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.
- F.10.1.14.** *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.
- F.10.1.15.** *Protected Health Information.* "Protected Health Information" means individually identifiable health information that is:
- F.10.1.15.1.** Transmitted by electronic media;

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- F.10.1.15.2.** Maintained in electronic media; or
- F.10.1.15.3.** Transmitted or maintained in any other form or medium;
- F.10.1.15.4.** Limited to the information created or received by the Business Associate from or on behalf of the Covered Entity; and
- F.10.1.15.5.** Excluding information in the records listed in subsection (2) of the definition in 45 C.F.R. §160.103.
- F.10.1.16.** *Required By Law.* "Required By Law" shall have the same meaning as the term "required by law" in 45 C.F.R. § 164.103.
- F.10.1.17.** *Secretary.* "Secretary" shall mean the Secretary of the United States Department of Health and Human Services or his or her designee.
- F.10.1.18.** *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.

F.10.2 Obligations and Activities of Business Associate

- F.10.2.1.** 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.
- F.10.2.2.** 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.
- F.10.2.3.** 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.
- F.10.2.4.** 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.
- F.10.2.5.** 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

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Associate, or Protected Health Information received by the Business Associate on behalf of the Covered Entity.

- F.10.2.6.** 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 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 *Department on Disability Services Access Policy*, 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.
- F.10.2.7.** 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 *Department on Disability Services Amendment Policy*, 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.
- F.10.2.8.** 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 *Department on Disability Services Identity and Procedure Verification Policy*,
- F.10.2.9.** 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 *Department on Disability Services Logging Disclosures for Accounting Policy* and incorporated by reference.
- F.10.2.10.** 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 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

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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 *Department on Disability Services Disclosure Accounting Policy*.

- F.10.2.11.** 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 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.
- F.10.2.12.** 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.
- F.10.2.13.** 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.

F.10.3 **Permitted Uses and Disclosures by the Business Associate**

- F.10.3.1.** 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 HCA, 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.
- F.10.3.2.** 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.

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- F.10.3.3.** 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.
- F.10.3.4.** 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).
- F.10.3.5.** 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).

F.10.4 Additional Obligations of the Business Associate

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:

- F.10.4.1.** Name of the Business Associate of the Covered Entity;
- F.10.4.2.** Title of the Report/File;
- F.10.4.3.** Confirmation that the Report/File contains Protected Health Information (Yes or No);
- F.10.4.4.** Description of the basic content of the Report/File;
- F.10.4.5.** Format of the Report/File (Electronic or Paper);
- F.10.4.6.** Physical location of Report/File;
- F.10.4.7.** 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
- F.10.4.8.** Supporting documents if the recipient/personal representative has access to the Report/File.

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F.10.5. 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.

F.10.6. Obligations of the Covered Entity

F.10.6.1. 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.

F.10.6.2. 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.

F.10.6.3. 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.

F.10.7. 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.

F.10.8. Representations and Warranties

The Business Associate represents and warrants to the Covered Entity:

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- F.10.8.1.** 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;
- F.10.8.2.** 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;
- F.10.8.3.** 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;
- F.10.8.4.** 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;
- F.10.8.5.** 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.10.8.6.** That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement that neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors,

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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.

F.10.9. Term and Termination

F.10.9.1. *Term.* The requirements of this HIPAA Compliance Clause shall be effective as of the date of the HCA 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.

F.10.9.2. *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:

F.10.9.21. Provide an opportunity for the Business Associate to cure the breach or end the violation and terminate the HCA if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity;

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F.10.9.22. Immediately terminate the HCA if the Business Associate breaches a material term of this HIPAA Compliance Clause and a cure is not possible;
or

F.10.9.23. If neither termination nor cure is feasible, the Covered Entity shall report the violation to the Secretary.

F.10.9.3. *Effect of Termination.*

Except as provided in paragraph (ii) of this section, upon termination of the HCA, for any reason, the Business Associate shall return in a **mutually agreed upon format or confidentially destroy** 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.

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.

F.10.10 **Miscellaneous**

F.10.10.1. *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.

F.10.10.2. *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.

F.10.10.3. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance Clause and Sections

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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 HCA.

- F.10.10.4.** *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.
- F.10.10.5.** The terms of this HIPAA Compliance Clause amend and supplement the terms of the HCA, 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 HCA, 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 HCA (as amended by this HIPAA Compliance Clause) and the Privacy Rule, the Privacy Rule shall control.
- F.10.10.6.** *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.10.10.7.** *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 HCA; to the extent they are applicable to this HIPAA Compliance Clause and the HCA.

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- F.10.10.8.** *Governing Law and Forum Selection.* This HCA 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 HCA 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.
- F.10.10.9.** *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.
- F.10.10.10.** *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.
- F.10.10.11.** *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 HCA, 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.
- F.10.10.12.** *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

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given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to _____ _____ _____ Attention: _____ Fax: _____	If to the Covered Entity, to <u>Department on Disability Services</u> <u>Rehabilitation Services Administration</u> <u>810 First Street, NE, 10th floor</u> <u>Washington, DC 20002</u> <u>Attention: Deputy Director</u> <u>Fax: 202-442-8663</u>
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- F.10.10.19.** *Headings.* Headings are for convenience only and form no part of this HIPAA Compliance Clause and shall not affect its interpretation.
- F.10.10.20.** *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.
- F.10.10.21.** *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.
- F.10.10.22.** *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.
- F.10.10.23.** *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

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employee(s) to act as an agent or representative for or on behalf of the Covered Entity.

F.10.10.24. *Entire Agreement.* This HIPAA Compliance Clause, as may be amended from time to time pursuant to Section F.10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the HCA, 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 ORDER OF PRECEDENCE CLAUSE

F.11.1 Disputes regarding any inconsistency between this Agreement and other documents shall be resolved by giving precedence in the following order:

F.11.1.1 The Human Care Agreement

F.11.1.2 The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.

F.11.1.3 Human Care Agreement Solicitations DCJM-2013-H-0003.

F.11.1.4 Contractor's proposal in response to Human Care Agreement Solicitation, DCJM-2013-H-0003, which includes the Professional License, Certificate of Insurance, any preprinted promotional or business literature or a link to a website.

F.11.1.5 Contractor's Contractor Qualification Record

F.11.2 The following attachments, available at www.OCP.dc.gov, are incorporated by reference into this Agreement.

F.11.2.1 Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated March 2007

F.11.2.2 U.S. Department of Labor Wage Determination

F.11.2.3 The DDS Policies and Procedures are at <http://dds.dc.gov/dds/cwp/view,a,3,q,498424.asp>

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INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS

G.1 HUMAN CARE AGREEMENT AWARD

G.1.1 Award in the Best Interest of the District

The District intends to award multiple Human Care Agreements resulting from this solicitation based upon the Contracting Officer's determination that the Human Care Agreement is in the best interest of the District, considering the service provider's qualifications, its capability of providing the services, and a determination that the price is reasonable. Determination of qualification is determined based on the Provider's Contractor Qualification Record (CQR) and the attachments that support the entries on the CQR.

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

The Provider is required to submit the Professional License, Certificate of Insurance, any preprinted promotional or business literature or a link to a website. Any information that is not contained in the preprinted material may be submitted as a brief narrative.

One original of the written application shall be submitted. 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, in lieu of originals, however, offerors are **encouraged to submit electronic copies** of applications to facilitate agency responses to Freedom of Information Act requests. Each proposal shall be submitted in a sealed envelope conspicuously marked: "Proposal in Response to Solicitation No. **DCJM-2013-H-0003** for Human Care Agreement for Vocational Training Services."

Providers' qualification packages may be submitted to DDS from **through 10:00 a.m. on March 29, 2013**. Since this is a non-competitive procurement process, Providers are encouraged to submit applications as early as possible throughout the period that the application is open rather than waiting to submit closer to the closing date.

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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 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.