

HUMAN CARE AGREEMENT

1. Human Care Agreement Number DCJM-2014-H-0021	2. Date of Award See Block 13C	3a. Date Solicitation Issued June 5, 2014	3b. Date Solicitation Closes August 29, 2014
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., 9 th Floor Washington, DC 20005-2717 202-442-8400 Fax 202-442-8725		

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: Department on Disability Services Office of the Controller, 4 th Floor 64 New York Avenue, NE Washington, DC 20002	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		Specialized Psychologist _____ (specialty) to conduct evaluation for Rehabilitation Services clients to determine eligibility				
0003		Psychologist to conduct therapeutic counseling				
0004		Specialized 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: One year after Date of Award
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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:	C. DATE

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 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 will award of multiple agreements to fulfill the requirement for 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

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

PROCE DURE 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 WPSI	\$ _____
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)	\$ _____
M0626	MINNESOTA MULTIPHASIC PERSONALITY	\$ _____

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

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
1.	Policy	Rehabilitation Act As Amended	1973	http://www2.ed.gov/policy/speced/regnarrative.html
2.	Policy	Americans With Disabilities Act As Amended	1990	http://www.eeoc.gov/laws/statutes/adada.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, 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.

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.

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

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

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 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. 4th Floor
Washington, DC 20005
Telephone: (202) 730-1628
E-Mail Address: Marsha.Robinson@dc.gov

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 Siavosh Hedayati are the CAs:

Rehabilitation Services Administration
1125 15th Street, NW
9th Floor
Washington, DC 20005
Telephone Number: (202) 442-8738
Facsimile Number: (202) 442-8725
E-Mail: Edmund.Neboh@dc.gov and Siavosh.Hedayati@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 (OCFO)
Department on Disability Services (DDS)
Office of the Controller, 4th Floor
64 New York Avenue, NE
Washington, DC 20002**

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:

F.2.1 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

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 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 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 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 **DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013)**

The Health Insurance Portability and Accountability Act (HIPAA), was amended January 17, 2013 by the U.S. Department of Health and Human Services (HHS) in the Final Omnibus Rule, to increase HIPAA privacy and security protections by implementing provisions of the Health Information Technology for Economic and Clinical Health Act (HITECH Act) and Genetic Information Nondiscrimination Act of 2008 (GINA).

The DDS HIPAA BUSINESS ASSOCIATE COMPLIANCE (August 2013) clause hereby incorporated as Attachment H.3.

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-2014-H-0021.

F.11.1.4 Contractor's proposal in response to Human Care Agreement Solicitation, DCJM-2014-H-0021, 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

RSA Psychologist

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>

SECTION G

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 fair and 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

G.2.1 Determination of Contractor Qualification:

The Provider is required to submit the following documents:

CQR with attachments (G.1.1) that include, at a minimum:

- 1) Professional License to practice psychological services in the District of Columbia Metropolitan area;
- 2) Certificate of Insurance;
- 3) Certificate of Good Standing from DCRA
- 4) Business Licensure or explanation as to why one is not required;'
- 5) Articles of incorporation or any documentation that certified that the applicant is qualified to provide services to the public;
- 6) preprinted promotional or business literature or a link to a website that contains published prices;
- 7) Any information that in not contained in the preprinted material may be submitted as a brief narrative that includes information that may be substantiated from other sources such as other clients or contracts.

G.2.2 Determination of Contractor Responsibility:

After a determination of Contractor qualification is made, the District will request documentation to make a determination of Contractor Responsibility as determined by documenting the following:

- 1) Has adequate financial resources to perform the contract or the ability to obtain those resources by providing the following reports: balance sheets, profit and loss statements, or other financial documents prepared by your office
- 2) Is able to comply with the required or proposed delivery or performance schedule, based upon the applicant's existing commercial and government contract commitments;
- 3) Has a satisfactory performance record;
- 4) Has a satisfactory record of integrity and business ethics: no record of suspension of License in the past five years;
- 5) Has a satisfactory record of compliance with the law, including labor and civil rights laws and rules and part A of subchapter X of Chapter 2 of this title [§ 2-219.01 et seq.];
- 6) Has, or has the ability to obtain, the necessary organization, experience, accounting, operational control, and technical skills;
- 7) Has, or has the ability to obtain, the necessary production, technical equipment, and facilities;
- 8) Has not exhibited a pattern of overcharging the District;
- 9) Does not have an outstanding debt with the District or the federal government in a delinquent status; and
- 10) Is otherwise qualified and is eligible to receive an award under applicable laws and rules.

G.2.3 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-2014-H-0021** for Human Care Agreement for RSA Psychologists." Providers' qualification packages may be submitted to DDS from **through 10:00 a.m. on August 29, 2014.** 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.

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.

SECTION H: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

The following lists are incorporated into the Human Care Agreement (*Unless otherwise indicated*).

Providers are required to submit the following documents with the Human Care Agreement application. Links to forms can be found on the Office of Contracting and Procurement's website (<http://ocp.dc.gov/node/599822>):

- H.1 [Form 1900 Human Care Qualifications](#)**
- H.2 [Bidder/Offeror Certifications](#)**
- H.3 [Tax Certification/Affidavit](#)**
- H.4 [2014 Living Wage Fact Sheet](#)**
- H.5 [2014 Living Wage Notice](#)**
- H.6 **DDS HIPAA Business Associate Compliance (August 2013)****