



# Government of the District of Columbia



## HUMAN CARE AGREEMENT

Page of Pages  
1 20

1. Human Care Agreement Number <b>DCJM-2015-H-0013</b>		2. Date of Award See Block 13C	3. Date Solicitation Issued <b>3/23/2015</b> <i>Closing Date 4/13/2015 4 p.m.</i>
4. Issued by: Department on Disability Services Office of Contracts and Procurement 1125 – 15 <sup>th</sup> Street NW, 4th Floor Washington, DC 20005-2720  202-730-1717 Fax: 202-730-1514		5. Administered by: Department on Disability Services Developmental Disabilities Administration 1125 – 15 <sup>th</sup> Street, NW, 8th Floor Washington, DC 20005-2726  Telephone: 202-730-1700 Fax: 202-730-1808	

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

7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO:  Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable 64 New York Ave. NE. 6th FL Washington, DC 20002-3359	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	948-74-00	Physician Extender Service	See Individual Task Orders	See Individual Task Orders		See Individual Task Orders
<b>GRAND TOTAL</b>						\$

### 10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION TO BE CITED ON EACH TASK ORDER

### 11. TERM OF HUMAN CARE AGREEMENT

Starting Date: <b>See Block 13 C</b>	Ending Date: <b>To be determined upon award, but not to exceed one (1) year</b>
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### HUMAN CARE AGREEMENT SIGNATURES

Pursuant to the authority provided in D.C. Official Code § 2-354.06, 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; and (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)	
B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE	B. Authorized Signature of the PROVIDER/CONTRACTOR:	C. DATE

(Base Year)

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

**B.1.** The Government of the District of Columbia, Department on Disability Services (DDS), hereafter referred to as the “**District,**” seeks to establish a Human Care Agreements (HCA) pursuant to the Human Care Agreement Amendment Act of 2000, (D.C. Law 13-155, D.C. Official Code 2-303.06(a) for Physician Extender Services as described in Section C, Human Care Service Description and Scope of Service.

The Human Care Agreement is based on fixed-unit prices.

The Human Care Agreement is not a commitment to purchase any quantity of a particular service covered under the agreement. The District is obligated only to the extent that authorized purchases are made pursuant to the Human Care Agreement.

Services shall be performed only as authorized by Task Orders issued under this Agreement.

**B.2. PRICE SCHEDULE**

Base Year (Date of Award through one year thereafter)

<b>CLIN</b>	<b>Service Description</b>	<b>Unit</b>	<b>Unit Price</b>
0001	Physician Extender Services As described in Section C,	<b>PerClient per month</b>	

**SECTION C: HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICES**

**C.1 SCOPE**

**C.1.1.** The District of Columbia Department on Disability Services (DDS) is seeking to establish multiple Human Care Agreements with Federally Qualified Health Centers (FQHC) or Federally Qualified Health Center Look-Alikes (FQHCLA) as determined by the Secretary of Health and Human Services (HHS) of Primary Health Care Services to implement and evaluate a primary care service delivery program for individuals with intellectual and physical disabilities (IDD) who receive services from DDS. In the Physician Extender Project, individuals with intellectual and developmental disabilities who reside in community residential settings will receive primary health care services within a Medical Home Model. The model consists of:

- C.1.1.1** Strong coordinated primary care coordination with specialty medical practitioners;
- C.1.1.2** Use of a physician/ physician assistant or nurse practitioner team;
- C.1.1.3** Adherence to current medical standards for preventative care and with DDS standards for Health and Wellness; and,
- C.1.1.4** Coordination with DDS medical care coordination support for persons in hospital or long-term care settings

**C.1.2.** For new primary care practices, the District will identify current residential providers to participate in this project. From the identified residential providers, the District will

collaborate with the providers to identify the people/patients to participate in this project. Once the people are identified, they will be assigned to a Medical Home in collaboration with the medical office/clinic(s).

- C.1.3.** This Project is also open to primary care clinicians who currently serve people with intellectual and developmental disabilities supported by DDS who live in residential settings or in natural homes.

**C.2. APPLICABLE DOCUMENTS**

The following documents are applicable to this procurement and are hereby incorporated by this reference:

Item No.	Document Title	Date	Location
DDS Policy	Health and Wellness Standards	Thursday, February 26, 2015	<a href="http://dds.dc.gov/node/738302">http://dds.dc.gov/node/738302</a>

**C.3 DEFINITIONS:**

- C.3.1 Community Residential Setting** – A place where 5 or less people who are unrelated live together and receive Medicaid HCBS and assistance with activities of daily living, under supervision, in an environment that is integrated in and supports full access to and inclusion in the greater community, that also includes opportunities to seek employment and work in competitive integrated settings, engage in community life, control personal resources, and receive services in the community, to the same degree of access as individuals not receiving Medicaid HCBS.
- C.3.2 DHCF –Department of Health Care Finance** – The District of Columbia agency that administers the Medicaid program, the State Children’s Health Insurance Program (S-CHIP), insurance programs for immigrant children and the Medical Charities program.
- C.3.3 Intermediate Care Facility (ICF)/ICF/IID** - Intermediate Care Facilities for Individuals with Intellectual Disabilities are health facilities licensed and certified by the D.C. Department of Health to provide 24-hour residential care for persons with intellectual disabilities.
- C.3.4 Medical Home Model** - An approach to the delivery of the core functions of primary health care that cultivates partnerships between the patient, family and primary provider in cooperation with specialists and support from the community, to ensure that the delivery of health care services is patient-centered, comprehensive, coordinated, and accessible with a commitment to the quality of services provided and the safety of patients.
- C.3.5 Natural Home** – The place that a person lives with his/her family.
- C.3.6 Physician Extender** - A nurse practitioner (NP), clinical nurse specialist (CNS), or physician assistant (PA) who performs physician delegated services or a medical doctor (MD).
- C.3.7 QA/QI – Quality Assurance/Quality Improvement** - A system for evaluating and improving quality on a continuous basis.

- C.3.8 Residential providers** – A facility, agency, institution, person or persons or any other group that receives compensation for providing care (such as lodging, meals, medication administration, nursing services, assistance with activities of daily living) for two or more adults who are unrelated to the operator of such a facility.
- C.3.9 Residential Setting** - A place to live where people receive services and supports, ranging from 24-hour supervision to on-call assistance to enable the person to live as independently as possible.
- C.3.10 SOAP** - A device for conceptualizing the process of recording the progress notes in the problem-oriented record (see under record ): S indicates subjective data obtained from the patient and others close to him; O designates objective data obtained by observation, physical examination, diagnostic studies, etc.; A refers to assessment of the patient's status through analysis of the problem, possible interaction of the problems, and changes in the status of the problems; P designates the plan for patient care.
- C.3.11 The Centers for Medicare & Medicaid Services** – A federal agency within the U. S. Department of Health and Human Services (DHHS) that administers the Medicare program and partners with state governments to administer Medicaid, and the Children's Health Insurance Program (CHIP). Other responsibilities of The Centers for Medicare & Medicaid Services include the administrative simplification standards mandated by the Health Insurance Portability and Accountability Act of 1996 (HIPAA), quality standards in nursing homes through its survey and certification process, clinical laboratory quality standards required by the Clinical Laboratory Improvement Amendments, and oversight of the Health Insurance Marketplace and HealthCare.gov.

#### **C.4 BACKGROUND**

- C.4.1** The Physician Extender Model will serve as a continuation of a pilot project between the District of Columbia Department on Disability Services and the George Washington University's Quality Assurance and Medical Care Coordination Project. The model will be implemented to mirror the pilot study that was conducted from July 2006 through June 2007 in collaboration with the George Washington University School of Medicine and Health Services and RCM of Washington (ICF/IID).
- C.4.2** In the initial pilot project and one on-going project, people who received services under this model enjoyed significant improvements in the health of people with chronic conditions, reduced emergency room utilization, and decreased fragmentation of specialty care.
- C.4.3** DDS intends to transition this effort under a CMS Medical Home initiative under the ACA pending submission of a Planning Grant application to CMS. Applicants for this solicitation will have an opportunity to inform and guide the District's design and implementation of Medical Homes for persons with intellectual and developmental disabilities and other acute care and behavioral health care conditions.

#### **C.4.4 CHARACTERISTICS OF THE SERVICE DELIVERY MODEL**

- C.4.4.1** How people receive services within DDS/DDA residential services and the “medical home” practice model:

- C.4.4.1.1** People live in homes with anywhere between 1-5 other individuals. Staff is present 24/7 in the majority of homes. Some people have 1:1 support for significant medical or behavioral health needs. Housing, transportation, meals, and support with health care coordination and implementation are all coordinated by a private sector provider under contract with DDS and the Department of Health Care Finance (DHCF).
  - C.4.4.1.2** All people have a primary care provider. Overall, 95% of the people are Medicaid eligible, many people in residential services are dual eligible (Medicare and Medicaid eligible) and the remainder have other forms of private health insurance or are private pay. Medicaid is always the payer of last resort. People receiving services under the Intermediate Care Facility (ICF) model also have the support of a Medical Director who is charged with coordinating care. A primary care provider under this contract may negotiate with an ICF to also serve as the Medical Director for the ICF provider for an additional fee paid by the ICF provider.
  - C.4.4.1.3** All people must have an annual physical, dental and preventive health screenings appropriate for his/her age per DDS/DDA policy. Many people supported by DDS/DDA have multiple developmental and medical diagnoses that necessitate the use of medical specialists and clinical therapies. Hence there is a high need for coordinated care on the part of the primary care physician.
  - C.4.4.1.4** All people receive Service Coordination from the DDS/DDA. Service coordinators develop, coordinate and monitor the delivery of services and supports as outlined in a person-centered Individual Support Plan (ISP). Service coordinators are supported as needed by DDS/DDA Nursing personnel in both monitoring activities and in case consultation. All people served by DDS/DDA are also closely followed during hospitalizations and long-term care stays by an RN and physician under contract via the Georgetown University Center for Excellence in Developmental Disabilities. The RN also follows the patient post-hospitalization/long-term care stay to ensure all discharge orders are understood and carried out by the private provider. DDS also employs a robust QA/QI system to ensure the health, welfare and safety of persons receiving DDS/DDA services.
- C.4.4.2.** How people who live in natural home settings receive services from DDS/DDA and the “medical home” practice model:
- C.4.4.2.1** DDS/DDA supports over 720 adults in natural home settings with family and friends throughout Washington, DC. Approximately 500 of these individuals and their support networks are also receiving up to twenty (20) hours a week of in-home support services from a private service provider under a provider agreement with DHCF via the Medicaid Home and Community-Based Services waiver program. This service may or may not include assistance with health care implementation and coordination as the natural support network is typically more involved in helping the person with IDD as he/she navigates the health care arena. As with those who receive residential supports, almost 100% of the people are insured via Medicaid, Medicare or private health care insurance.
  - C.4.4.2.2** All people have a primary care provider selected on their own and seen at varying frequencies. This may or may not involve a close or in-depth physician /patient

relationship. Overall, 95% of the people are Medicaid eligible, many people in residential services are dual eligible (Medicare and Medicaid eligible) and the remainder have other forms of private health insurance or are private pay. Medicaid is always the payer of last resort. All people must have an annual physical, dental and preventive health screenings appropriate for his/her age per DDS/DDA policy. Many people supported by DDS/DDA have multiple developmental and medical diagnoses that necessitate the use of medical specialists and clinical therapies. Hence there is a high need for coordinated care on the part of the primary care physician, especially for those who live within the family home or with extended family.

**C.4.4.2.3** All people receive Service Coordination from the DDS/DDA. Service coordinators develop, coordinate and monitor the delivery of services and supports as outlined in a person-centered Individual Support Plan (ISP). Service coordinators are supported as needed by a DDS/DDA Nurse and a team of clinicians (OT, PT, SPL, Nutritionist, or Psychologist) for case consultation and intervention. All people served by DDS/DDA are also closely followed during hospitalizations and long-term care stays by an RN and physician under contract via the Georgetown University Center for Excellence in Developmental Disabilities. The RN also follows the patient post-hospitalization/long-term care stay to ensure all discharge orders are understood and carried out by the person and the support network. DDS also employs a robust QA/QI system to ensure the health, welfare and safety of persons receiving DDS/DDA services.

## **C.5 REQUIREMENTS**

**C.5.1** The Contractor shall monitor health conditions and coordinate care for identified people/patients included in the project.

**C.5.1.1** The Contractor's PA or NP will report monthly to DDS, using a database format agreed upon by both parties.

**C.5.1.2** The Contractor shall allow DDS and/or its designated agent(s) to collect data on the indicators stated in this agreement and all other data as agreed upon by all parties to this project.

**C.5.2. The Contractor shall ensure that general roles and responsibilities of the primary care medical facility/clinic/primary care physician are adhered to as follows:**

**C.5.2.1** Designate a medical team consisting of MD/PA or MD/NP team that would be the primary care providers (PCP) for the patients identified to participate in this model.

**C.5.2.2** The medical team and the people identified in this project have the same access to facility/clinic/office space, services, supplies, equipment as do all other patients served by the facility/clinic/office.

**C.5.2.3** Adherence to the program requirements as specified in Sections C.5 of this HCA.

**C.5.2.4** Medical providers are licensed and have appropriate medical indemnity insurance that holds the Government of the District of Columbia harmless of all liabilities in cases of medical malpractice and/or all other legal actions resulting from

services provided under this agreement, except as provided under the Free Clinic Liability Indemnification Assistance Program established pursuant to D.C. Official Code § 1-307.22.

- C.5.2.5** Invoice all third party payers for all medical services rendered and shall hold the Government of the District of Columbia harmless for all medical related expenses and any other expense not specifically agreed to within this HCA.

**C.5.3 The Contractor shall fulfill the general roles and responsibilities of the medical home as follows:**

- C.5.3.1** Provide specialty referrals and follow-up with specialists to ensure quality, coordinated care and appropriate interventions;
- C.5.3.2** Ensure appropriate record keeping for all specialty visits that includes accurate and timely communication across all levels of medical care;
- C.5.3.3** Encourage the use of EHR with all private service providers to enhance the ability of the Medical providers to access/view all records, observations and findings of the private provider on demand;
- C.5.3.4** Ensure availability and access to appointments for urgent care needs;
- C.5.3.5** Provide on-call services and consultation with nursing and support staff after hours and on weekends to facilitate appropriate triage for urgent or emergency care; and,
- C.5.3.6** coordinate with the DDA service provider, DDS service coordination, nursing, contract medical and clinical personnel, families, hospitals and long-term care settings as needed to ensure patient-centered coordinated care.
- C.5.3.7** See all patients on a regular schedule prescribed by the Primary Care Physician (PCP) for each person. This frequency will range from monthly to quarterly(?) depending upon the nature of the person's presenting status and the licensing requirements for his/her living arrangement. Assessment includes a SOAP note that reflects their current medical status, ongoing review of their medical issues, review of consultant reports, review of their psychotropic medication status and notes written by a psychiatrist if appropriate. All of this information is maintained by the residential provider either in an EHR or in paper format located in the person's home. A home visit is required by the PA/NP during the course of each year of the Human Care Agreement.
- C.5.3.8** Perform quarterly evaluations, or on a schedule as appropriate for the patient per medically established protocols, to include, but not be limited to, review of labs, of all people/patients consistent with DDS policies.
- C.5.3.9** Perform an annual physical exam for all patients with EKG and CXR (if indicated). Health maintenance (including immunizations and screenings as recommended for each person's age and gender) will be coordinated by the agency nurse, with supervision and monitoring provided by the Contractor.
- C.5.3.10** Ensure patients have access to "medical home" for urgent care visits, labs, and other services as necessary.

- C.5.3.11 The Contractor's MD or PA/NP shall coordinate and consult with specialists.
  - C.5.3.12 See patients in the clinic for urgent appointments during normal business hours.
  - C.5.3.13 Review and sign Monthly medication records/orders.
  - C.5.3.14 Evaluate and sign off on durable equipment requests as needed.
  - C.5.3.15 Refer patients to the ER for emergency care when medically necessary after consultation between the Contractor agency nurse and PCP.
  - C.5.3.16 If admitted to the hospital, monitor the patient's stay and review discharge summary to include, but not limited to, relevant labs, when the patient returns to the home.
  - C.5.3.17 Perform a physical exam when the patient is discharged from the hospital and readmitted back to the home. (ICF/IID only)
  - C.5.3.18 Sign medical clearance notes that allow patients to return to day programs/employment as needed.
  - C.5.3.19 Have an on-call system available 24/7: nurses shall have access to the Contractor's MD or PA/NP. Average number of calls per day is generally 1-2 a day depending on the number of patients served and complexity of the population group.
  - C.5.3.20 Respond timely to court ordered case reviews.
  - C.5.3.21 Respond timely to court orders to include, but not be limited to, specialty referrals, justification of medical treatments.
- C.5.4 The Contractor shall provide direct care for people/patients residing in natural homes and who are supported by home and community based waiver services and a Medical Home using a Physician Extender practice model as follows:**
- C.5.4.1 Conduct annual review of their medical status is part of the DDS agency's annual case review. Exam, labs, and other tests must be done within 30 days (prior to) of the ISP (individual service plan) review.
  - C.5.4.2 Ensure patients have access to "medical home" for urgent care visits, labs, etc.
  - C.5.4.3 The MD or PA/NP in the Medical Home shall coordinate and consult with specialists.
  - C.5.4.4 Ensure the PCP/Medical Home see patients in the clinic for urgent appointments during normal business hours.
  - C.5.4.5 Ensure that if admitted to the hospital, the PCP/Medical Home monitor the patient's stay and review discharge summary and relevant labs, when the patient returns to the home.
  - C.5.4.6 Ensure all specialty care is coordinated with the patient and his/her support network. DDS/DDA service coordinators, clinicians and DDA provider agency staff are available to assist the PCP/Medical Home and the patient/support network for health care coordination and care. Urgent care and emergent care is determined by the patient and his/her support network. Availability of the PA/NP

for consultation in these cases is expected to decrease the use of emergency room use for urgent care.

**C.5.4.7** Health care records are not always available. The medical home shall gather a comprehensive record for the patient over time to deliver and monitor improved coordinated care.

**C.5.4.8** The PCP/Medical Home shall evaluate and sign off Durable equipment requests as needed.

**C.5.4.9** The PCP/Medical Home shall sign medical clearance notes that allow patients to return to day programs/employment as needed.

**C.5.4.10** For person's living in a family home, this HCA does not assume 24/7 access to the PCP/Medical Home. The person/family shall work within framework of the clinic or physician's on-call/after-hours procedures.

#### **C.5.5 Data Collection and Reporting Requirements of the Medical Home**

**C.5.5.1** The Medical Home staff shall allow patient data to be captured using a database specifically formatted for this project. Data collection will include items for people receiving residential services (ICF/IID vs. Waiver patients), and for those living in natural homes, such as:

- C.5.5.1** Number of patients seen;
- C.5.5.2** Number of patient visits to ER;
- C.5.5.3** Number of specialty referrals;
- C.5.5.4** Number of home visits;
- C.5.5.5** Number team meetings;
- C.5.5.6** Number ER visits;
- C.5.5.7** Number urgent visits;
- C.5.5.8** Number hospitalizations; and
- C.5.5.9** Qualitative data relevant to the project.

**C.5.5.2** The Contractor/Medical Home shall prepare reports to DDS and any other entity consistent with research guidelines for the evaluation of a quality improvement program.

### **SECTION D: HUMAN CARE SERVICE DELIVERY AND PERFORMANCE**

#### **D.1. TERM OF AGREEMENT**

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 District may terminate this Human Care 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”, or exercise sanctions in accordance with DDS policy, if the Provider fails to perform its obligations under this Human Care Agreement in accordance with this Human Care Agreement and in a timely manner, or otherwise violates any provision of this Human Care 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 Human Care Agreement is not a commitment by the District to purchase any quantity of a particular good or service covered under this Human Care Agreement from the Provider. The District shall be obligated only to the extent that authorized purchases are actually made by funded purchase orders or task orders pursuant to this Human Care Agreement.

#### **D.3. OPTION TO EXTEND TERM OF THE AGREEMENT**

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 Human Care Agreement; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the Human Care Agreement expires. The preliminary notice does not commit the District to an extension. The exercise of 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.

The extended Human Care Agreement shall be considered to include this option provision if the District exercises an option.

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

#### **D.4. OPTION TO EXTEND SERVICES**

Notwithstanding Section F.3.4 above, the District may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. 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 Contractor at least thirty (30) days before the Human Care Agreement expires.

### **SECTION E: HUMAN CARE SERVICE ADMINISTRATION**

#### **E.1. CONTRACTING OFFICER (CO)**

**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:

Callie Byrd Williams, Chief Contracting Officer

Department on Disability Services  
Office of Contracts and Procurement  
1125 – 15<sup>th</sup> Street NW, 4<sup>th</sup> Floor  
Washington, DC 20005  
Phone: 202.730.1716  
Fax: 202.730.1514  
E-Mail: [callie.byrdwilliams@dc.gov](mailto:callie.byrdwilliams@dc.gov)

**E.2. CONTRACT ADMINISTRATOR (CA)**

**E.2.1.** The CA is responsible for general administration of the contract and advising the Contracting Officer (CO) as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- a) Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- b) Coordinating site entry for contractor personnel, if applicable;
- c) Reviewing invoices for completed work and recommending approval by the CO if the contractor's prices and costs are consistent with the contractual amounts and progress is satisfactory and commensurate with the rate of expenditure;
- d) Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- e) Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.

**E.2.2.** The address and telephone number of the CA will be provided in the awarded HCA.

**E.2.3.** The CA shall NOT have the authority to:

- a) Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
- b) Grant deviations from or waive any of the terms and conditions of the contract;
- c) Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract,
- d) Authorize the expenditure of funds by the contractor;
- e) Change the period of performance; or
- f) Authorize the use of District property, except as specified under the contract.

**E.2.4.** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.

### **E.3. ORDERING AND PAYMENT**

The FQHC or FQHCLA shall agree to a negotiated fee (See Section B) to be compensated by the District based on per patient per month

- E.3.1.** The Provider **shall not** provide services or treatment under this Agreement unless the Provider is in actual receipt of a purchase order or task order for the period of the service or treatment that is signed by a Contracting Officer.
- E.3.2.** All purchase orders or task orders issued in accordance with this Agreement shall be subject to the terms and conditions of this Agreement. In the event of a conflict between a purchase order or a task order and this Agreement, the Agreement shall take precedence.
- E.3.3.** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Orders may be transmitted electronically.
- E.3.4.** The Provider shall forward or submit all monthly invoices for 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, the **Provider/Contractor shall submit original invoices, no later than the 5<sup>th</sup> business day of the month after services are delivered, to:**
- Office of the Chief Financial Officer  
Department on Disability Services  
Attn: Accounts Payable  
64 New York Ave. NE. 6th FL  
Washington, DC 20002-3359**
- E.3.5.** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- a) Provider name and address; name of people being supported; location of people;
  - b) Invoice date, number and the total amount due;
  - c) Period or date of service;
  - d) Description of service;
  - e) Quantity of services provided or performed to include service, and the frequency and duration of each service;
  - f) Contract Line Item Number (CLIN), as applicable to each purchase order or task order;
  - g) Purchase Order or Task Order Number;
  - h) Human Care Agreement Number;
  - i) Federal tax identification number;
  - j) Any other supporting documentation or information, as required; and
  - k) Name, title, telephone no., and signature of the preparer.
- E.3.6.** Payment shall be made only after performance by the Provider under the Agreement as a result of a valid purchase order or task order of the agreement, or the purchase order/task order, in accordance with all provisions thereof.

## **SECTION F: CONTRACT CLAUSES**

**F.1.** 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” incorporated by reference into this Contract, and shall govern the relationship of the parties as contained in this Contract. By signing this Contract, the Contractor agrees and acknowledges its obligation to be bound by the Standard Contract Provisions, and its requirements as revised below. (The full text of the Standard Contract Provisions is set forth at [www.ocp.dc.gov](http://www.ocp.dc.gov), under Vendor Support Center, « Solicitation Attachments»),

### **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:

- Walsh-Healey Public Contracts Act, Act of June 30, 1936, as amended (41 U.S.C. 35-45), where applicable.
- DC Law 2-137, DC Official Code Section 7-1301.02 et seq.(The Mentally Retarded Citizens Constitutional Rights and Dignity Act of 1978).
- Pratt Consent Decree, Civil Action No. 76-0293
- Health Care Decision Act

### **F.3. Confidentiality**

All services or treatment provided by the Provider through referrals by the District to the Provider shall be provided in a confidential manner and the Provider shall not release any information relating to a recipient of the services or otherwise as to the provision of those services or treatment to any individual other than an official of the District connected with the provision of services under this Agreement, except upon the written consent of the individual referral, or in the case of a minor, the custodial parent or legal guardian of the individual referral. The Provider shall ensure that the protection of the person’s record from loss, alteration, unauthorized use and damage. Records shall be maintained in a locked file or locked room.

### **F.4. MODIFICATIONS**

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 modification in writing to the Agreement with written notice to the Provider.

### **F.5. TAX COMPLIANCE CERTIFICATION**

In signing and submitting this Agreement, the Provider certifies, attests, agrees, and acknowledges that the Provider is in compliance with all applicable tax requirements of the District of Columbia and shall maintain that compliance for the duration of this Agreement.

## **F.6. SUBCONTRACTS**

The Contractor hereunder shall not subcontract any of the Contractor's work or services to any subcontractor without the prior written consent of the CO. Any work or service so subcontracted shall be performed pursuant to a subcontract agreement, which the District will have the right to review and approve prior to its execution by the Contractor. Any such subcontract shall specify that the Contractor and the subcontractor shall be subject to every provision of this contract. Notwithstanding any such subcontract approved by the District, the Contractor shall remain liable to the District for all Contractor's work and services required hereunder.

## **F.7 District Responsibilities**

- F.7.2** DDS will develop the necessary administrative policies and procedures to contract with clinics for the purposes of serving individuals within DDS;
- F.7.3** DDS will monitor program integrity in collaboration with the DC Health Resources Partnership
- F.7.4** DDS will identify and/or approve the people/patients to be included in this project.
- F.7.5** On an ad-hoc basis, a member of the George Washington University or DDS may collect, analyze and report project data to the DDS.

## **F.8 PROVIDER RESPONSIBILITIES**

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.

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.9. INSURANCE (March 2010)**

### **F.9.1. GENERAL REQUIREMENTS**

The Contractor shall acquire and maintain, during the entire period of performance under this contract, the types of insurance specified below. The Contractor shall have its insurance broker or insurance company submit a Certificate of Insurance to the Contracting Officer giving evidence of the required coverage prior to commencing performance under this contract. In no event shall any work be performed until the required Certificates of Insurance signed by an authorized representative of the insurer(s) have been provided to, and accepted by, the Contracting Officer. All insurance shall be written with financially responsible companies authorized to do business in the District of Columbia or in the jurisdiction where the work is to be performed and have an A.M. Best Company rating of A-VIII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein. The Contractor shall ensure that all policies provide that the Contracting Officer

shall be given thirty (30) days prior written notice in the event the stated limit in the declarations page of the policy is reduced via endorsement or the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the Contracting Officer with ten (10) days prior written notice in the event of non-payment of premium.

- a) Commercial General Liability Insurance: The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate; Bodily Injury and Property Damage including, but not limited to: premises-operations; broad form property damage; Products and Completed Operations; Personal and Advertising Injury; contractual liability and independent contractors. The policy coverage shall include the District of Columbia as an additional insured, shall be primary and non-contributory with any other insurance maintained by the District of Columbia, and shall contain a waiver of subrogation. The Contractor shall maintain Completed Operations coverage for five (5) years following final acceptance of the work performed under this contract.
- b) Automobile Liability Insurance: The Contractor shall provide automobile liability insurance to cover all owned, hired or non-owned motor vehicles used in conjunction with the performance of this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
- c) 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.
- d) Employer's Liability Insurance: The Contractor shall provide employer's liability insurance as follows: \$500,000 per accident for injury; \$500,000 per employee for disease; and \$500,000 for policy disease limit.
- e) Umbrella or Excess Liability Insurance: The Contractor shall provide umbrella or excess liability (which is excess over employer's liability, general liability, and automobile liability) insurance as follows: \$2,000,000 per occurrence, including the District of Columbia as additional insured.
- f) Professional Liability Insurance (Errors & Omissions): The Contractor shall provide Professional Liability Insurance (Errors and Omissions) to cover liability resulting from any error or omission in the performance of professional services under this Contract. The policy shall provide limits of \$1,000,000 per occurrence for each wrongful act and \$2,000,000 annual aggregate.
- g) Crime Insurance (3<sup>rd</sup> Party Indemnity): The Contractor shall provide a 3<sup>rd</sup> Party Crime policy to cover the dishonest acts of Contractor's employees that result in a loss to the District. The policy shall provide a limit of \$50,000 per occurrence. This coverage shall be endorsed to name the District of Columbia as joint-loss payee, as their interests

may appear.

- h) Sexual/Physical Abuse & Molestation: The Contractor shall provide evidence satisfactory to the Contracting Officer with respect to the services performed that it carries \$1,000,000 per occurrence limits; \$2,000,000 aggregate. The policy coverage shall include the District of Columbia as an additional insured. This insurance requirement will be considered met if the general liability insurance includes sexual abuse and molestation coverage for the required amounts.

**F.9.2. DURATION**

The Contractor shall carry all required insurance until all contract work is accepted by the District, and shall carry the required General Liability; any required Professional Liability; and any required Employment Practices Liability insurance for five (5) years following final acceptance of the work performed under this contract.

**F.9.3. LIABILITY**

These are the required minimum insurance requirements established by the District of Columbia. However, the required minimum insurance requirements provided above will not in any way limit the contractor's liability under this contract.

**F.10. DEPARTMENT OF LABOR WAGE DETERMINATIONS**

In accordance with 29 CFR § 4.134(b), the Department of Labor Service Contract Act does not apply to this Human Care Agreement because the principal purpose is to provide room and board and not services.

**F.11. 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).

**F.12. ACCESS TO RECORDS**

The Provider shall retain copies of all case records, financial records, supporting documents, statistical records, and any other documents (including electronic storage media) pertinent to the human care agreement for a period of six (6) years after termination of the human care agreement, or if an audit has been initiated and audit findings have not been resolved at the end of five six (6), the records shall be retained until resolution of the audit findings or any litigation which may be based on the terms of the contract.

The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's human care agreement and related records and documents, in which kept, at all reasonable times for as long as records are retained.

**F.13. WAY TO WORK AMENDMENT ACT OF 2006**

**F.13.1.** Except as described in H.8.8 below, the Contractor shall comply with Title I of the Way to Work Amendment Act of 2006, effective June 8, 2006 (D.C. Law 16-118, D.C. Official Code §2-220.01 *et seq.*) ("Living Wage Act of 2006"), for contracts for services in the amount of \$100,000 or more in a 12-month period.

**F.13.2.** The Contractor shall pay its employees and subcontractors who perform services under the contract no less than the current living wage published on the OCP website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**F.13.3.** The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to pay its employees who perform services under the contract no less than the current living wage rate.

**F.13.4.** The DOES may adjust the living wage annually and the OCP will publish the current living wage rate on its website at [www.ocp.dc.gov](http://www.ocp.dc.gov).

**F.13.5.** The Contractor shall provide a copy of the Fact Sheet attached as J.6 to each employee and subcontractor who performs services under the contract. The Contractor shall also post the Notice attached as J.5 in a conspicuous place in its place of business. The Contractor shall include in any subcontract for \$15,000 or more a provision requiring the subcontractor to post the Notice in a conspicuous place in its place of business.

**F.13.6.** The Contractor shall maintain its payroll records under the contract in the regular course of business for a period of at least three (3) years from the payroll date, and shall include this requirement in its subcontracts for \$15,000 or more under the contract.

**F.13.7.** The payment of wages required under the Living Wage Act of 2006 shall be consistent with and subject to the provisions of D.C. Official Code §32-1301 *et seq.*

**F.13.8.** The requirements of the Living Wage Act of 2006 do not apply to:

- a. Contracts or other agreements that are subject to higher wage level determinations required by federal law;
- b. Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
- c. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
- d. Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
- e. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;
- f. An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in

high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

- g. Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;
- h. Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3));
- i. Medicaid provider agreements for direct care services to Medicaid recipients, provided, that the direct care service is not provided through a home care agency, a community residence facility, or a group home for persons with intellectual disabilities as those terms are defined in section 2 of the Health-Care and Community Residence Facility, Hospice, and Home Care Licensure Act of 1983, effective February 24, 1984 (D.C. Law 5-48; D.C. Official Code § 44-501); and
- j. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Department of Health Care Finance to provide health services.

**F.13.9.** The Mayor may exempt a contractor from the requirements of the Living Wage Act of 2006, subject to the approval of Council, in accordance with the provisions of Section 109 of the Living Wage Act of 2006.

**F.14. EQUAL EMPLOYMENT OPPORTUNITY**

The Contractor shall comply with and maintain compliance with Equal Employment Opportunity provisions set forth in the District of Columbia Administrative Issuance System, Mayor's Order 85-85 dated June 10, 1985. The forms for completion of the Equal Employment Opportunity Information Report are incorporated herein as Section J.3. An award cannot be made to any offeror who has not satisfied the equal employment requirements.

**F.15. ORDER OF PRECEDENCE**

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

- a) The Human Care Agreement
- b) The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services dated March 2007.
- c) Department on Disability Services Policies and Procedures
- d) The Human Care Agreement Contractor Qualifications Record.
- e) The Task Order or Purchase Order.

**F.16. ATTACHMENTS**

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

- a) Human Care Agreement Contractor Qualifications Record, DDS Form 1900,

(completed and executed) Form may be found at [www.dds.dc.gov](http://www.dds.dc.gov) under About DDS, Contracts and Procurement, “Business Opportunities”

- b) Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (March 2007)
- c) Equal Employment Opportunity Information Report and Mayor’s Order 85-85
- d) Department of Employment Services First Source Employment Agreement (required for agreement expected to exceed \$300,000)
- e) Tax Certification Affidavit
- f) Bidder/Offeror Certification
- g) DDS HIPAA Business Associate Compliance (August 2013)

## **SECTION G: INSTRUCTIONS, CONDITIONS AND NOTICES TO PROVIDERS**

### **G.1. CONTRACT AWARD**

#### **G.1.1. Award in the Best Interest of the District**

The District intends to award one or more 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 service, and a determination that the price is reasonable.

#### **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**

In order to be considered for selection, providers must email the application containing a description of the provider’s current operational structure along with the Human Care Agreement Contractor Qualifications Record (CQR), DDS Form 1900 (will credentials attached) to [Monica.Brown@dc.gov](mailto:Monica.Brown@dc.gov) copy: [dds\\_contracts@dc.gov](mailto:dds_contracts@dc.gov), “Subject” line: “DCJM-2015-H-0023 Physician Extender Services”. A provider may not submit more than one (1) proposal in response to this HCA.

All electronic responses are to be formatted for print on standard 8.5” X 11” paper in 12 point font minimum type.

Any costs incurred by providers in preparing or submitting a proposal shall be the provider's sole responsibility.

Proposals should be prepared simply, as thorough and detailed as possible providing a straightforward, concise description of capabilities to satisfy the requirements of this HCA so that DDS may properly evaluate provider's capabilities to provide the required services. Emphasis should be placed on completeness and clarity of content.

DDS reserves the right to waive informalities or irregularities, to reject any or all proposals received, to accept the proposal deemed best for the agency, and/or request new proposals if necessary.

**G.3. SIGNING OF HUMAN CARE AGREEMENT**

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

**G.4. RETENTION OF APPLICATIONS**

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

**G.5. CERTIFICATES OF INSURANCE**

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

Marsha Robinson, Contract Specialist  
Department on Disability Services  
Office of Contracts and Procurement  
1125 – 15<sup>th</sup> Street NW, 4<sup>th</sup> Floor  
Washington, DC 20005  
Phone: 202.730.1628  
Fax: 202.730.1514  
E-Mail: Marsha.Robinson@dc.gov

**G.6. ACKNOWLEDGMENT OF AMENDMENTS**

The Provider shall acknowledge receipt of any amendment to this solicitation by signing and returning the amendment; 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.

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