



# Government of the District of Columbia



<b>HUMAN CARE AGREEMENT</b>						Page of Pages 1 59	
1. HCA Number <b>DCJM-2017-H-0001</b>			2. Date of Award See Block 13c		3. Date Solicitation Issued February 27, 2017		
4. Issued by: JMO Office of Contracts and Procurement Department on Disability Services 250 E Street, SW, Washington, DC 20024			5. Administered by: Department on Disability Services Developmental Disabilities Administration 250 E Street, SW, Washington, DC 20024  Telephone: 202-730-1700				
6. NAME AND ADDRESS OF PROVIDER/CONTRACTOR (No. Street, county, state and ZIP Code)							
Telephone: Fax: E-Mail:							
7. PROVIDER/CONTRACTOR SHALL SUBMIT ALL INVOICES TO: Office of the Chief Financial Officer Department on Disability Services Attn: Accounts Payable 64 New York Ave. NE. 6th FL Washington, DC 20002-3359				8. DISTRICT SHALL SEND ALL PAYMENTS TO:  Address in Block 6			
<b>9. DESCRIPTION OF HUMAN CARE SERVICE AND RATE COST</b>							
LINE ITEM	NIGP CODE	BRIEF DESCRIPTION OF HUMAN CARE SERVICE	QUANTITY OF SERVICE REQUIRED	TOTAL SERVICE UNITS	SERVICE RATE	TOTAL AMOUNT	
0001 thru 0008	952-92-65	Residential Habilitation, Supported Living, Host Home, and related Residential expenses for District of Columbia Persons with Intellectual and Developmental Disabilities	See Individual 1 Task Orders	See Individual 1 Task Orders	SEE SECTION B	See Individual Task Orders	
GRAND TOTAL					\$ See Section B		
<b>10. APPROPRIATION DATA AND FINANCIAL CERTIFICATION TO BE CITED ON EACH TASK ORDER</b>							
<b>11. TERM OF HCA</b>							
Starting Date: <b>See Block 13c</b>			Ending Date: <b>To be determined upon award, but not to exceed one (1) year</b>				
<b>HCA SIGNATURES</b>							
Pursuant to the authority provided in D.C. Official Code § 2-354.06, this HCA 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 HCA and on any continuation sheets or appendices for the consideration stated herein. The rights and obligations of the parties to this HCA shall be subject to and governed by the following documents: (a) this HCA, (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 HCA between the signatories to this document constitutes the entire agreement of the parties.							
<b>12. FOR THE PROVIDER/ CONTRACTOR</b>			<b>13. FOR THE DISTRICT OF COLUMBIA</b>				
A. Name and Title of Signer (Type or print)			A. Name of Contracting Officer (Type or print)  <b>Marsha Robinson</b>				
B. Authorized Signature of the PROVIDER/CONTRACTOR:		C. DATE	B. Authorized Signature of the Contracting Officer:		C. DATE		
					(Base Year)		

## **SECTION B**

### **HUMAN CARE SERVICES AND SERVICE RATES**

- B.1** The Government of the District of Columbia, Office of Contracting and Procurement (OCP), on behalf of the Department on Disability Services (“DDS”), hereafter referred to as the “District,” is seeking to establish Human Care Agreements (“HCA” or “Agreement”) in accordance with D.C. Official Code § 2-354.06, with approved Providers under the District’s Medicaid Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities (IDD), hereafter referred to as the “Provider,” for occupancy-related residential expenses and services.
- B.2** Provider shall agree to provide support services to all clients that are either Medicaid, Medicare, or uninsured at the Medicaid Waiver rates as set by DHCF regulations. Those services are not covered by this agreement.
- B.3** The HCA 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 HCA.
- B.4** Services shall be performed only as authorized by Task Orders issued under this Agreement. The Provider shall furnish to the Government of the District of Columbia, the services specified in the HCA, when and if ordered.
- B.5** The HCA is based upon fixed unit prices, cost-reimbursement elements and a fixed fee, depending on the requirements of each person, which may vary from person to person.
- B.6** Provider(s) shall submit the Attachment J.2- Specific List of Prices (SLP) and supporting documentation.
- B.7 PRICE SCHEDULE**
- B.7.1** Task Orders (TO) issued against the executed HCA shall be subject to the terms of the HCA based on the individual service plan (ISP), approved and authorized by the District, for each person. The daily rate for each person shall be set forth in the TO and incorporated in the SLP.

- B.7.2** The Price Schedule in section B.8.1, is a compilation of total prices and ceiling amounts calculated from the **Specific List of Prices (SLP) as set forth in Attachment J.2**, which is incorporated in this HCA.
- B.7.3** Attachment J.2, the SLP, contains fixed unit prices, fixed fees, and cost-reimbursement elements, which may vary from person to person based on each ISP. Negotiated prices, agreed upon by the District and Provider, shall be incorporated in the terms and conditions of the established HCA and shall continue under the terms of the HCA unless there is a change to a specific ISP or other condition, approved by the District that warrants a change, to include, but not be limited to, changes in rental rate of an individual's lease agreement.
- B.7.4** The number of people served under a HCA may fluctuate over time, either upward or downward. Moreover, the service needs for each person may also require an upward or downward price adjustment during the term of the HCA as indicated in the ISP. A new TO shall be issued or an existing TO modified to reflect the changes.
- B.7.5** If price negotiations are required due to the changes in conditions related to an individual person's ISP or lease agreement, the District shall use as a guide Attachment J.2, and the prices set forth in the Housing and Urban Development (HUD) rate guidelines for the Metropolitan DC area and standards established under federal and District Medicaid and Housing programs.

## HCA PRICES

### B.8.1 BASE YEAR TOTAL PRICES FROM ATTACHMENT J.2

CLIN	SERVICE DESCRIPTION	DAILY RATE (per person)	ANNUAL RATE (per person)
0001	Average Occupancy Cost from SLP Attachment J.2	See SLP Attachment J.2	See SLP Attachment J.2
0002	<b>Personal Expenses</b>		
0002.1	Food	\$_____	\$_____
0002.2	Clothing (cannot exceed \$600 annually)	\$_____	\$_____
0002.3	Medical, if applicable	\$_____	\$_____
0003	<b>Supplies, Furnishings, and Communication</b>		
0003.1	Supplies	\$_____	\$_____
0003.2	Furnishings and Equipment	\$_____	\$_____
0004	Communication Costs (\$1800 max per home)	\$_____	\$_____
0005	Administrative Fees	\$_____	\$_____
	<b>Total Annual Cost per Client</b>	<b>(Estimated)</b>	\$_____
<b>Cost Reimbursement Ceiling Amount CLINS 0006 and 0007</b>			
0006	Specialized Home Care for Individuals not covered by Medicaid and other incidental expenses to include furniture for individuals transferring from institutional settings	See SLP	\$_____
0007	Host Home Program Services	\$_____	\$0
0008	New Furnishing & Equipment	\$_____	\$_____
	Total Base Year Not to Exceed Amount for __ individuals Including Fixed Fee \$_____		

**OPTION YEAR ONE (OY1) TOTAL PRICES FROM ATTACHMENT J.2**

CLIN	DESCRIPTION	DAILY RATE (per person)	ANNUAL RATE (per person)
<b>1001</b>	Average Occupancy Cost from SLP Attachment J.2	See SLP Attachment J.2	See SLP Attachment J.2
<b>1002</b>	<b>Personal Expenses</b>		
1002.1	Food	\$ _____	\$ _____
1002.2	Clothing (cannot exceed \$600 annually)	\$ _____	\$ _____
1002.3	Medical, if applicable	\$ _____	\$ _____
<b>1003</b>	<b>Supplies, Furnishings, and Communication</b>		
1003.1	Supplies	\$ _____	\$ _____
1003.2	Furnishings and Equipment	\$ _____	\$ _____
1004	Communication Costs (\$1800 max per home)	\$ _____	\$ _____
1005	Administrative Fees	\$ _____	\$ _____
	<b>Total Annual Cost per Client</b>	<b>(Estimated)</b>	\$ _____
<b>Cost Reimbursement Ceiling Amount CLINS 1006 and 1007</b>			
1006	Specialized Home Care for Individuals not covered by Medicaid and other incidental	See SLP	\$ _____
1007	Host Home Program Services	\$ _____	\$ _____
1008	New Furnishing & Equipment	\$ _____	\$ _____
	<b>Total OY1 Not to Exceed Amount for __ individuals Including Fixed Fee</b>		
			<b>\$ _____</b>

**OPTION YEAR TWO (OY2) TOTAL PRICES FROM ATTACHMENT J.2**

CLIN	DESCRIPTION	DAILY RATE (per person)	ANNUAL RATE (per person)
<b>2001</b>	Average Occupancy Cost from SLP Attachment J.2	See SLP Attachment J.2	See SLP Attachment J.2
<b>2002</b>	<b>Personal Expenses</b>		
2002.1	Food	\$ _____	\$ _____
2002.2	Clothing (cannot exceed \$600 annually)	\$ _____	\$ _____
2002.3	Medical, if applicable	\$ _____	\$ _____
<b>2003</b>	<b>Supplies, Furnishings, and Communication</b>		
2003.1	Supplies	\$ _____	\$ _____
2003.2	Furnishings and Equipment	\$ _____	\$ _____
2004	Communication Costs (\$1800 max per home)	\$ _____	\$ _____
2005	Administrative Fees	\$ _____	\$ _____
	<b>Total Annual Cost per Client</b>	<b>(Estimated)</b>	\$ _____
<b>Cost Reimbursement Ceiling Amount CLINS 2006 and 2007</b>			
2006	Specialized Home Care for Individuals not covered by Medicaid and other incidental	See SLP	\$ _____
2007	Host Home Program Services	\$ _____	\$ _____
2008	New Furnishing & Equipment	\$ _____	\$ _____
	<b>Total OY2 Not to Exceed Amount for __ individuals Including Fixed Fee</b>		
			<b>\$ _____</b>

**OPTION YEAR THREE (OY3) TOTAL PRICES FROM ATTACHMENT J.2**

CLIN	DESCRIPTION	DAILY RATE (per person)	ANNUAL RATE (per person)
3001	Average Occupancy Cost from SLP Attachment J.2	See SLP Attachment J.2	See SLP Attachment J.2
<b>2002</b>	<b>Personal Expenses</b>		
3002.1	Food	\$_____	\$_____
3002.2	Clothing (cannot exceed \$600 annually)	\$_____	\$_____
3002.3	Medical, if applicable	\$_____	\$_____
<b>3003</b>	<b>Supplies, Furnishings, and Communication</b>		
3003.1	Supplies	\$_____	\$_____
3003.2	Furnishings and Equipment	\$_____	\$_____
3004	Communication Costs (\$1800 max per home)	\$_____	\$_____
3005	Administrative Fees	\$_____	\$_____
	<b>Total Annual Cost per Client</b>	<b>(Estimated)</b>	\$_____
<b>Cost Reimbursement Ceiling Amount CLINS 3006 and 3007</b>			
3006	Specialized Home Care for Individuals not covered by Medicaid and other incidental	See SLP	\$_____
3007	Host Home Program Services	\$_____	\$_____
3008	New Furnishing & Equipment	\$_____	\$_____
	<b>Total OY3 Not to Exceed Amount for ___ individuals Including Fixed Fee</b>		
			<b>\$_____</b>

**OPTION YEAR FOUR (OY4) TOTAL PRICES FROM ATTACHMENT J.2**

CLIN	DESCRIPTION	DAILY RATE (per person)	ANNUAL RATE (per person)
4001	Average Occupancy Cost from SLP Attachment J.2	See SLP Attachment J.2	See SLP Attachment J.2
4002	<b>Personal Expenses</b>		
4002.1	Food	\$ _____	\$ _____
4002.2	Clothing (cannot exceed \$600 annually)	\$ _____	\$ _____
4002.3	Medical, if applicable	\$ _____	\$ _____
4003	<b>Supplies, Furnishings, and Communication</b>		
4003.1	Supplies	\$ _____	\$ _____
4003.2	Furnishings and Equipment	\$ _____	\$ _____
4004	Communication Costs (\$1800 max per home)	\$ _____	\$ _____
4005	Administrative Fees	\$ _____	\$ _____
	<b>Total Annual Cost per Client</b>	<b>(Estimated)</b>	\$ _____
<b>Cost Reimbursement Ceiling Amount CLINS 4006 and 4007</b>			
4006	Specialized Home Care for Individuals not covered by Medicaid and other incidental	See SLP	\$ _____
4007	Host Home Program Services	\$ _____	\$ _____
4008	New Furnishing & Equipment	\$ _____	\$ _____
	<b>Total OY4 Not to Exceed Amount for __ individuals Including Fixed Fee</b>		
			<b>\$ _____</b>



- B.8.2 FIXED UNIT PRICES AND DAILY RATE PAYMENT** – Attachment J.2, SLP, sets forth for each person fixed unit prices in the following categories: Monthly Lease approved by the DDA Resource Specialist, Monthly Utilities based on utility company budget billing rate, Expense Occupancy, Food, Clothing, Medical Supplies, Furniture and Equipment, Communication, and a Fixed Fee for Administration. Each named person will have separate fixed prices, each of which are totaled and divided by 365 days, which produces the fixed daily rate for each person. The resultant fixed daily rate for each person is listed in the column captioned “FY 20 Daily Rate”. The District shall pay the Provider for services in B.8.1, CLINs 0001 through 0005, based on the fixed daily rate for each person.
- B.8.3 COST-REIMBURSEMENT CLINS 0006, 0007 and 0008** – Payment for the services for B.8.1, CLINs 0006, 0007 and 0008 is based on actual costs and does not include administrative costs or profit.
- B.8.4 FIXED FEE CLIN 0009** – Payment for the administrative fee for CLINS 0006, 0007 and 0008, is based on a fixed fee, which covers administrative costs and profit. In the event the Provider does not incur any expense under CLINs 0006, 0007 and 0008, no administrative fee shall apply under CLIN 0009.
- B.8.5 OPTION YEARS PRICES** - The HCA contains four one-year option periods. See section B.8.1 of the HCA. Upon the exercise of each option period, fixed price elements and the cost reimbursement ceilings shall be unchanged, unless the District issues a modification, in writing, that increases or lowers a fixed element or cost reimbursement ceiling. If an option is exercised and there is any increase in any fixed price or cost reimbursement ceiling, the increase shall not exceed three (3%) percent. The modification shall operate prospectively and not retroactively.
- B.8.6 SPENDING RECORDS RETENTION** - The Provider shall present a fully detailed accounting and evidence of expenditures related to covered supports provided under this HCA in support of requests for option year price increases for each contract line item expense. The Provider’s receipts for utilities, furniture, equipment, supplies, medical expenses, and communications costs shall include descriptive details sufficient to relate the receipt to the person(s) and residence and contain the signature of the person to whom the receipt applies.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\*

## SECTION C

### HUMAN CARE SERVICE DESCRIPTION AND SCOPE OF SERVICES

#### C.1 Background

**C.1.1** This is an ongoing service.

**C.1.2** In 1978, U.S. District Judge John H. Pratt entered a consent decree in the *Evans* class action (Civil Action No. 76-0293) ordering the de-institutionalization of Forest Haven, the District's institution for persons with intellectual and other developmental disabilities. In 1978, the Council of the District of Columbia enacted the "Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act" (D.C. Law 2-137; D.C. Official Code § 7-1301.01 *et seq.*). The *Evans* parties negotiated and entered into consent orders in 1981, and 1983; there was a court-ordered plan in 1996; the parties negotiated and filed with the Court the "2001 Plan for Compliance and Conclusion of *Evans v. Williams*;" and the parties entered into court-ordered 90-day plans in both 2005 and 2007. These court orders and the referenced law protect the rights of these vulnerable District citizens with appropriate services and support, personal property, freedom from harm and service delivery in the least restrictive setting. In accordance with the "Department on Disability Services Establishment Act" (D.C. Law 16-264; D.C. Official Code § 7-761.01 *et seq.*, DDS is charged with the development and provision of residential services for people eligible for and receiving services from the Developmental Disabilities Administration (DDA).

**C.1.3** In July 2010, the *Evans* parties agreed to the "2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Gray*," entered as an order by U.S. District Judge Ellen S. Huvelle on August 10, 2010, which requirements shall be applicable to all supports and services provided to *Evans* class members under this HCA. The 2010 Revision synthesizes the various court orders into nine sets of outcome criteria for determining compliance aligned with the remaining five goals and underlying court orders.

**C.1.4** The District established lease caps based on HUD rates, in which providers shall adhere to ensure clients solidify housing consistent with the caps. Currently, most rental agreements exceed the HUD based caps. Going forward, the District intends to mandate compliance with established rental caps through this solicitation for all new and current Providers. Current providers that have entered into lease agreements that exceed the cap will be given a pre-determined grace period to conform to the established caps as current lease terms expire, not to exceed one year, of issuance of this HCA.

**C.1.5** For persons who are enrolled in the 1915(c) IDD HCBS Waiver Program, the scope of Human Care Services is limited to what is considered to be room and board, e.g. occupancy, food, utilities, furnishing and household supplies.

**C.1.6** The Provider shall manage services provided in residential settings with services offered through the Medicaid § 1915(c) IDD HCBS Waiver Program as described in the applicable regulations published in Chapters 9 and 19 of Title 29 DCMR, as those regulations may be amended from time to time.

- C.1.7** Providers shall be qualified as current IDD HCBS Waiver Providers for supported living or residential habilitation to be eligible for the HCA.
- C.1.8** The Residential Service Provider shall not interfere in the free choice of the person to seek the necessary services from any approved HCBS Waiver Provider.
- C.1.9** Provider acknowledges that persons with disabilities supported by the District may be limited by the District in the choice of Provider of residential services to those Providers where room and board supports are currently funded and available. People may choose any Provider of services if new room and board funding is not concurrently requested.
- C.1.10** Provider acknowledges that all services must align with the current IDD HCBS Waiver Program. To view a complete listing of waiver services please visit the web site at <http://www.dds.dc.gov> and follow the links to *Waiver Service Descriptions*. None of the services listed will be supported with local funds unless the service recipient is not enrolled in the IDD HCBS Waiver Program, local funding is approved by the District at the Waiver rate and funding is made available via a task order.
- C.1.11** The provider shall have a detailed Provider Transition Plan, including benchmarks and milestones that describes how all settings in which waiver services are provided will fully comply with the federal HCBS Settings Rule by March 17, 2019.

**C.2**      **Scope of Human Care Services:**

- C.2.1**      Subject to the continuing availability of funds, the District may purchase and the Provider shall provide human care services for various types of residential care with unique staffing patterns and service requirements supported through the Medicaid State Plan Services, the Medicaid § 1915(c) IDD HCBS Waiver Program, and local appropriated funding. The District shall issue HCAs to provide the residential services in support of persons enrolled in the IDD HCBS Waiver Program.

**C.3.**      **Definitions**

- C.3.1**      **Continuity of Operations Planning (COOP)** means a written emergency plan that defines how a Provider will continue services or recover its minimum essential functions in the event of a disaster.

- C.3.2 Day Habilitation** means an individual or group activity program that offers social, recreational, habilitative and educational events designed to improve each person's self-awareness and level of functioning.
- C.3.3 Developmental Disability** means a severe, chronic disability of a person that is attributable to a mental or physical impairment, or both, that is manifested before the person attains the age of twenty-two (22) years and is likely to continue indefinitely. The disability causes substantial functional limitation in three (3) or more of the following major life activities: (a) self-care; (b) receptive and expressive language; (c) learning; (d) mobility; (e) self-direction; (f) capacity for independent living; and (g) economic self-sufficiency; and reflects the person's need for a combination and sequence of special, interdisciplinary, or generic care, treatment, or other services which are of lifelong or extended duration and are individually planned and coordinated.
- C.3.4 Direct Support Professional** means persons employed to support people in the community and residential setting who render the day-to-day personal assistance required in order to meet the goals of their Individual Support Plan (ISP).
- C.3.5 Habilitation Services** means the process by which a person is assisted to acquire and maintain those life skills which enable him or her to cope more effectively with the demands of his or her personal environment, and to raise the level of his or her physical, intellectual, social, emotional and economic efficiency. Services provided may include monitoring of health care needs, behavior management, money management, social skills, personal care skills, and practical living skills.
- C.3.6 HCBS Settings Rule** refers to Home and Community-Based Setting Requirements for Community First Choice and Home and Community-Based Services (HCBS) Waivers, 79 Fed. Reg. 2948, 3030-31 (Jan. 16, 2014) (to be codified at 42 C.F.R. § 441.301(c)(4)).
- C.3.7 Host Home** means the provision of Activities of Daily Living (ADL), habilitation, supervision and health care coordination to a person who lives in the caregiver's own home with no more than two other people who receive support.
- C.3.8 Human Care Agreement (HCA)** means a written agreement for the procurement of education or special education, health, human or social services pursuant to D.C. Official Code § 2-354.06, to be provided directly to people who have a disability, are disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.3.9 Human Care Services** means education, or special education, health, human, or social services to be provided directly to people who have a disability, are disadvantaged, displaced, elderly, indigent, mentally ill, physically ill, unemployed, or minors in the custody of the District of Columbia.
- C.3.10 Individual Financial Plan (IFP)** means a written component of the Individual Support Plan that outlines the person's spending plan for the year, which includes expenditures and assets. The purpose of the IFP is to safeguard the person's funds and personal possessions.

It is also a vehicle to ensure people maintain eligibility for Medicaid and Social Security benefits.

- C.3.11 Individual Program Plan (IPP)** means a written plan that describes how the goals set forth in the ISP are to be implemented. For people residing in an ICF/IID, the Provider will develop an IPP with the participation of the person's support team per 42 CFR § 483.440 (6). For HCBS waiver participants, the Provider is responsible to prepare and implement a written support plan per the requirements for the specific waiver service(s) being delivered (e.g. 29 DCMR § 1934.17 Supported Living Services).
- C.3.12 Individual Support Plan (ISP)** means a written plan developed by the person's support team, chosen, whenever possible, by the person with intellectual and developmental disabilities or his/her guardian. The ISP serves as the single document that integrates all supports a person may receive irrespective of where the person resides. The ISP integrates the Plan of Care (POC) required by the District of Columbia's Medicaid Home and Community-Based Services Waiver (HCBS) and the plan of care required by Medicaid for nursing for services delivered under those two programs. The ISP is developed using person-centered thinking skills and tools, and presents the measurable goals and objectives identified as required for meeting the person's preferences, choices, and desired outcomes. The ISP also addresses the provision of safe, secure and dependable supports that are necessary for the person's well-being, independence and social inclusion.
- C.3.13 Intellectual Disability** means a substantial limitations in capacity that manifests before (18) years of age and is characterized by significantly below-average intellectual functioning, existing concurrently with two (2) or more significant limitations in adaptive functioning as defined in D.C. Official Code § 7-1301.03 (15A). The determination of intellectual functioning includes consideration of the standard error of measurement associated with the particular intelligence quotient (IQ) test. The adaptive functioning deficits must cross at least two of the following domains: conceptual, practical and social.
- C.3.14 Least Restrictive Environment** means that living or habilitation arrangement which least inhibits a person's independence. It includes, but is not limited to, arrangements to move a person from more to less structured living and from larger to smaller living units.
- C.3.15 Life Skills** means a combination of services designed to assist people with intellectual and developmental disabilities in the acquisition of knowledge and skills that will enable them to realize their personal, social, educational, and prevocational functioning to the fullest extent possible.
- C.3.16 Plan of Care** means a written service plan that meets the requirements set forth in Section 1904.4 of Title 29 DCMR, is signed by the person receiving services, and is used to prior authorize Waiver services.
- C.3.17 Provider** means a consultant, vendor, or contractor of goods or services, who can be an individual, a partnership, non-profit entity, or a corporation that enters into a contract with the District.

- C.3.18 Purchase Order (PO)** is a funding document issued by the District to a Contractor, indicating types, quantities, and agreed prices for products or services. Acceptance of a PO by a Contractor forms a contract between the District and Contractor, and no contract exists until the purchase order is accepted
- C.3.19 Staff** means the employees, contractors, or subcontractors of direct service agencies.
- C.3.20 Supported Living** means the provision of ADL, habilitation, supervision and health care coordination services in settings of three (3) persons or less.
- C.3.21 Task Order** is an order for services placed against an established Human Care Agreement by issuing a purchase order.
- C.3.22 Training** means a systematic and organized presentation of information that promotes on-the-job application of targeted competencies (*i.e.*, applicable awareness, knowledge, and skills). Training is not limited to a classroom environment. It can also consist of self-study training manuals, computer-based training programs, ‘hands-on’ application and on-the-job shadowing and monitoring, etc. To be effective, training needs to be applied to the job with the support of the agency.

#### C.4 Applicable Documents

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

Item No.	Document Type	Title	Date	Location
1	DC Municipal Regulations and DC Register	29 Public Welfare Ch 19	Various	<a href="http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=29-19">http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=29-19</a>
2	DC Municipal Regulations and DC Register	29 Public Welfare Ch 9	Various	<a href="http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=29-9">http://www.dcregs.dc.gov/Gateway/ChapterHome.aspx?ChapterNumber=29-9</a>
3	Federal Policy Guidance	1915(c) Home & Community-Based Waivers	Released January 2015	<a href="https://www.medicaid.gov/medicaid-chip-program-information/by-topics/waivers/home-and-community-based-1915-c-waivers.html">https://www.medicaid.gov/medicaid-chip-program-information/by-topics/waivers/home-and-community-based-1915-c-waivers.html</a>
4	Demonstrations & Waivers	Approved Application and Waiver Description	Oct 26, 2015	<a href="https://www.medicaid.gov/medicaid-chip-program-information/by-topics/waivers/waivers_faceted.html">https://www.medicaid.gov/medicaid-chip-program-information/by-topics/waivers/waivers_faceted.html</a>

5	<b>DDA Policy/Procedure</b>	Policies and Procedures - DDA	<b>March 2013</b>	<a href="http://dds.dc.gov/node/725_452">http://dds.dc.gov/node/725_452</a>
6	<b>Supported Living Services Rulemaking</b>	29 DCMR § 1934	<b>February 4, 2016</b>	<a href="http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati">http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati</a>
7	<b>Residential Habilitation Services Rulemaking</b>	29 DCMR § 1929	<b>February 11, 2016</b>	<a href="http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati">http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati</a>
8	<b>Host Home Without Transportation Services Rulemaking</b>	29 DCMR § 1915	<b>January 11, 2015</b>	<a href="http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati">http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati</a>
9	<b>General Provisions</b>	29 DCMR § 1901	<b>July 29, 2016</b>	<a href="http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati">http://dds.dc.gov/sites/default/files/dc/sites/dds/publicati</a>
10	<b>Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978</b>	§ 7-1301 et seq.	<b>March 3, 1979</b>	<a href="https://beta.code.dccouncil.us/dc/council/code/titles/7/chapters/13/">https://beta.code.dccouncil.us/dc/council/code/titles/7/chapters/13/</a>
11	<b>Home and Community Based Settings Rule</b>	79 FR 2947	<b>March 17, 2014</b>	<a href="https://www.federalregister.gov/documents/2014/01/16/2014-00487/medicaid-program-state-plan-home-and-community-">https://www.federalregister.gov/documents/2014/01/16/2014-00487/medicaid-program-state-plan-home-and-community-</a>

## C.5 Requirements

### C.5.1 General Requirements

**C.5.1.1** New tenancy agreements between Providers and people supported by the District are required to follow standard landlord tenant laws as established by the jurisdiction where the residential facility is located. This includes establishing the lease in the person receiving supports name to the extent possible given his or her ability to enter into binding agreements, renters' insurance and financial responsibility for any damages caused by the person. If the person receiving supports is not able to enter into the lease, then that person's name must be listed as an occupant on the lease and the provider must establish with each person a legally enforceable residency agreement or other written agreement that, at minimum, provides the same responsibilities and protections from eviction that tenants have under relevant landlord/tenant law.

**C.5.1.2** The Provider shall manage residential expenses and provide supervision of services for persons enrolled in the IDD HCBS Waiver Program to receive approved services when prior authorized for persons with intellectual and developmental disabilities pursuant to Applicable Documents 1 through 4 and the price schedule contained herein at Section B.

- C.5.1.3** The Provider shall provide access to facilities where persons enrolled in the IDD HCBS Waiver Program reside to DHCF, DDS, bona fide protection and advocacy agencies, other governmental agencies, the Quality Trust for Individuals with Disabilities, and to *Evans* Court-appointed officers (for members of the *Evans* class) for the purpose of review, monitoring and evaluation, whether the visit is announced or unannounced, of any location, including access to the people receiving supports and all records, in any form. For purposes of this section, the term ‘records’ includes, but is not limited to, all information relating to the provider, the services and supports being provided, and the people for whom services are provided; any information which is generated by or in the possession of the provider; the information required by D.C. Law 2-137; and any information required by the regulations implementing the HCBS Waiver Program.
- C.5.1.4** The Provider shall not discharge a person from its case load without holding a team meeting that includes the person and support team members, and providing written notification to all parties following the team meeting of any decision regarding termination or discharge from a program. The Provider shall allow the District at least 90 days to arrange an alternate placement and for an appropriate transition between Providers and the person to occur. **The Provider shall not discharge or terminate a person without an identified alternate placement** to include continued provision of services post hospitalization or acute psychiatric episode, unless specifically authorized in writing by the District.
- C.5.1.5** The Provider shall establish, operate, administer, maintain, and manage residential settings, including required staffing, personnel and an emergency plan for the continuation of services in the case of a natural disaster or act of God, building supplies, equipment and programming for implementation of care and habilitation services pursuant to IDD HCBS Waiver Program rules.
- C.5.1.6** The Provider shall maintain an inventory of the property that has a purchase value more than one hundred dollars (\$100) for each of the people the Provider serves.
- C.5.1.7** The Provider shall ensure that each residential facility has a maintained inspection of fire extinguishers and validation tags by the appropriate authority per the applicable licensing/certification authority.
- C.5.1.8** The Provider shall ensure that each residential facility has maintained smoke detectors and carbon monoxide detectors in operable condition in residences and other areas where people the District supports receive services at all times.
- C.5.1.9** The Provider shall provide and document completed training related to the care and program needs of the individuals per Applicable Document 4, Chapter 35 regulations and IDD HCBS Waiver Program regulations. Provider training shall be on a continuous basis.
- C.5.1.10** The Provider shall establish and maintain people’s financial, medical and programmatic records in the home and at the Provider’s administrative office at all times. The Provider



shall make records available to the District and its agents, other governmental agencies, the Quality Trust for Individuals with Disabilities, and to *Evans* Court-appointed officers on short notice for the purpose of review, monitoring and evaluation.

**C.5.1.11** The Provider shall attach a work plan that describes the operation of its current facilities including staffing patterns and consultants to the Contractor Qualifications Record (CQR). The work plan must not exceed five pages.

**C.5.1.12** The Provider shall maintain documentation of all services and supports, including assessments, teaching and training activities, the person's progress in meeting established goals, and any recommendations for changes in the person's goals or plan of care.

**C.5.1.13** The Provider, with prior approval from the District, shall establish new residential settings to expand service delivery as necessary and within its capability as determined by the person's needs, including services for persons that are medically fragile, with autism spectrum disorder and/or dual diagnosis. All new settings must be fully compliant with all requirements of the HCBS Settings Rule at the time they are established.

**C.5.1.14** The Provider shall be engaged in ensuring continuity of services for the person, such as attending discharge-planning meetings, participating in the review and plans for the person's pending discharge, and serving as a resource in planning the person's continuing support.

**C.5.1.15** The Provider shall establish and maintain at all times certification in good standing issued by the DDS Provider Certification Review Team.

**C.5.2**      **Specific Requirements**

**C.5.2.1**      **Performance Requirements Under Each Contract Line Item Number (CLIN)**

**C.5.2.1.1**      **CLIN 0001 - Occupancy.**

**C.5.2.1.1.1**      The Provider shall have the lease and utilities be in the name(s) of the people who are being supported that will reside at the residence as included in the CMS Rules that must be in effect not later than 2019. The Provider shall ensure that each person has a legally enforceable residency agreement or other written agreement that, at a minimum, provides the same responsibilities and protections from eviction that tenants have under landlord/tenant law. This requirement applies equally to both leased and Provider owned properties.

**C.5.2.1.1.2**      The Provider shall obtain approval from DDS for each site where residential services are provided prior to purchasing or leasing property.

**C.5.2.1.1.3**      The Provider shall not enter into leases or allow the person receiving services to enter into a lease at the District's expense that exceed the published U.S. Housing and Urban Development (HUD) fair market rents as approved by the District of Columbia Housing Authority (DCHA) for locations within the District of Columbia or HUD

rates in surrounding jurisdictions where people receiving care from the District may reside without prior approval from the District.

- C.5.2.1.1.4** The Providers shall not renew any leases or allow the person receiving services to renew any lease that exceeds the DCHA Payment Standards, at District expense, without approval of the District.
- C.5.2.1.1.5** The Provider shall use the lease amount to calculate the annual fixed price for the physical residence for the person(s) for which it has agreed to provide residential services.
- C.5.2.1.1.6** The Provider shall collaborate with the District to establish the person's lease amount for Provider owned residences by considering the lesser of the published HUD fair market rent for leased property or actual costs (including mortgage payments and related costs) for Provider-Owned property, less any applicable contribution to support due from the person receiving services.
- C.5.2.1.1.7** The Provider shall calculate per person occupancy prices based on the total annual price of the leased unit divided equally by the number of tenants in the unit, unless sanctions are imposed in accordance with current Imposition of Sanctions policy for vacancies that cannot be filled due to Provider performance deficiencies. (Example: 3-bedroom unit at a monthly price of \$1,500 would be divided by three (3) to equal \$500 each for three (3) persons assigned to the unit. Unit refers to apartment or house.
- C.5.2.1.1.8** The Provider shall inform the District prior to signing a lease if the person is unable to enter into an agreement under the person's own identity; the reason for the inability to enter into the lease under the person's own identity; and if repair and maintenance costs are not included in the lease.
- C.5.2.1.1.9** The Provider shall ensure that residential settings are the appropriate size and type to accommodate the number and support needs of people to be supported and shall comply with all applicable laws, ordinances and codes mandated by the Provider's jurisdiction. The Provider's settings must support people's full access to the greater community.
- C.5.2.1.1.10** The Provider shall ensure that all residences include adequate space, as well as furnishings that are well maintained and that the residential settings used during the performance of this HCA shall meet all applicable federal, state and local regulations for their intended use throughout the term of the HCA and shall maintain current required permits and licenses for all facilities.
- C.5.2.1.1.11** The Provider shall ensure that all residences must offer the person privacy in his or her room (subject to the person having a roommate) and that the entrance to person's room must be lockable by the person, with only the person, his or her roommate, if applicable, and appropriate staff having a key. Any exception shall be based on the person's assessed need and justified in his or her person centered plan.

- C.5.2.1.1.12** The Provider shall ensure that people receiving supports have the freedom to furnish and decorate their room, subject to the lease or other residency agreement.
- C.5.2.1.1.13** The Provider shall abide by the people receiving supports having the right to visitors of his or her choosing at any time, in their residence, subject to any limitations of the lease. Any exception shall be based on the person's assessed need and justified in his or her person centered plan.
- C.5.2.1.1.14** The Provider shall ensure the person's privacy, to include but not be limited to, keeping all health information private; including but not limited to not posting mealtime protocols or clinical therapy schedules.
- C.5.2.1.1.15** The Provider shall ensure that a suitable emergency site facility, such as a hotel, is available for contract performance should the primary facility become unavailable for HCA service performance. The Provider may not simultaneously bill through the HCA and the HCBS waiver for services at the primary facility and the emergency site facility.
- C.5.2.1.1.16** The Provider shall develop and maintain a Continuity of Operations Plan (COOP) as part of a Comprehensive Emergency Management Program using a comprehensive planning process based on federal guidance and best practices in emergency management and continuity planning in accordance with DDS COOP policy published on the DDS Internet website. The Provider must submit a draft COOP with HCA application.
- C.5.2.1.1.17** The Provider shall ensure all homes offered for providing services to people with accessibility needs shall be accessible to persons with mobility limitations, consistent with the Rehabilitation Act of 1973 as amended P.L. 93-112 (Section 504) incorporated herein by reference. Homes must be physically accessible for the person and meet his or her support needs. Any obstructions that limit a person's mobility in the home must have environmental adaptations to ameliorate the obstruction.
- C.5.2.1.1.18** The Provider shall ensure that the person understands his or her responsibility for supplies and services routinely needed for maintenance and operation of the residences, to include but not limited to, security, janitorial services, trash pick-up, laundry or linens, at no additional cost to the District.
- C.5.2.1.2** **CLIN 0002.1 – Food.**
- C.5.2.1.2.1** The Provider shall negotiate an annual fixed price by considering the amount an individual, not including family members, would be otherwise eligible to receive monthly from Supplemental Nutritional Assistance Program (SNAP), formerly called Food Stamps, multiplied times twelve (12).
- C.5.2.1.2.2** The Provider shall take into consideration the specific nutritional needs of the referenced person based on the person's ISP.

- C.5.2.1.2.3** The Provider shall apply for, or ensure that people it supports apply for, and receive (if eligible) the federal food benefit entitlement programs such as SNAP and for Women, Infants, and Children (WIC). The Provider shall then base the individual per person fixed price to reflect the amounts estimated to be received from the benefit entitlement programs.
- C.5.2.1.2.4** The Provider is required to provide a breakdown on how the annual cost is developed for purposes of negotiating the fixed price of food.
- C.5.2.1.2.5** The Provider shall provide justification for food costs to provide menus that exceed USDA guidelines.
- C.5.2.1.2.6** The Provider shall ensure that people receiving supports must have access to food at any time in their home, unless there is a restriction based on the person's assessed need and that is justified in his or her person-centered plan.
- C.5.2.1.2.7** The Provider must ensure that meals and snacks meet one hundred percent (100%) of the required daily allowance as defined by the Food and Nutrition Board of the National Academy of Science and must be suited to the person's assessed needs/diets, and the Provider must adjust meals and snacks for seasonal changes, particularly to allow for the use of fresh fruits and vegetables.
- C.5.2.1.3** **CLIN 0002.2 – Clothing.**
- C.5.2.1.3.1** The Provider shall ensure each person has adequate and appropriate quantities of seasonal clothing and footwear, based on the person's preferences that are in serviceable condition and of proper size and fit. The Provider shall ensure clothing is kept clean and be weather appropriate.
- C.5.2.1.3.2** The Provider shall not exceed \$600 per person as the annual fixed price for clothing. This amount is set by CMS Rules and is non-negotiable.
- C.5.2.1.3.3** The Provider shall maintain records of the disbursement of clothing funds along with receipts for clothing purchased for the purpose of evaluating and analyzing cost or pricing data.
- C.5.2.1.4** **CLIN 0002.3 – Medical Expenses**
- C.5.2.1.4.1** The Provider shall include an annual amount to cover Medical Expenses that includes first aid, dental, prescription co-pays and other expenses based on the needs of the referenced person that are not covered by Medicaid.
- C.5.2.1.4.2** The Provider shall adhere to the annual maximum negotiated price for medical expenses established in the Price Schedule.

- C.5.2.1.4.3** The Provider shall explore and exhaust all other options, including Medicare Part D and seek variances before seeking additional local funding via the person's District employed service coordinator.
- C.5.2.1.4.4** The Provider shall maintain records of the disbursement of the medical expense funds, receipts and a breakdown on annualized expenditures, for the purpose of maintaining cost or pricing data.
- C.5.2.1.5** **CLIN 0003.1 – Supplies**
- C.5.2.1.5.1** The Provider shall ensure the persons served maintain household supplies and personal hygiene items, including but not limited to soap, deodorant, toothpaste and shampoo required to maintain a clean, sanitary and safe living environment and personal hygiene.
- C.5.2.1.5.2** The Provider shall adhere to the annual negotiated price for supplies established in the price schedule.
- C.5.2.1.5.3** The Provider shall maintain records of the disbursement of funds allocated to supplies along with receipts and a breakdown of annualized costs, for the purpose of maintaining cost or pricing data.
- C.5.2.1.6** **CLIN 0003.2 – Furniture, Furnishings and Equipment**
- C.5.2.1.6.1** The Provider shall ensure that costs of furnishing the common space (*e.g.*, living room, dining room, and kitchen) are to be shared among all the people in a residence. Furniture and equipment purchased on behalf of an individual person by the Provider must reflect the person's preferences, and are considered property of the person and property of the District if abandoned by the person when the person vacates the premises, either voluntarily or involuntarily.
- C.5.2.1.6.2** The Provider shall submit three (3) quotes for furniture items to the DDS service coordinator, to make a determination of fair and reasonable price, before the items are purchased. The three quotes must be for the same or similar make and model of furniture that the person has chosen.
- C.5.2.1.6.3** The Provider shall ensure each person adheres to the negotiated annual fixed price for furnishings after the first year of service to a person, which shall be prorated amongst each tenant.
- C.5.2.1.6.4** The Provider shall coordinate the purchase of furniture with the District and ensure that furnishings are included on the person's inventory.
- C.5.2.1.6.5** The Provider shall ensure that the person(s) for whom furniture is purchased is aware of the maximum limit of \$5,000 per person, per waiver period, *i.e.*, five (5) years at District expense.

**C.5.2.1.7 CLIN 0004 – Communication.**

- C.5.2.1.7.1** The Provider shall advise and support the person(s) receiving services to compare prices for bundled services that include telephone (including long-distance), basic cable and Internet and select the lowest price service available for the specific residence.
- C.5.2.1.7.2** The Provider shall invoice for communication expenses based on the total invoice amount from the communication service provider divided by the number of people residing in a residence times the number of people receiving services through the District's residential services program.
- C.5.2.1.7.3** The Provider shall ensure that each person receiving support has access to a telephone or other communication device, as appropriate, to use for personal communication in private at any time the person is at home, unless there is a restriction is based on the person's assessed need and that is justified in his or her person centered plan.
- C.5.2.1.7.4** The Provider may be required to provide a quarterly report with actual bills to substantiate this cost. The price for communications shall not include the Provider's cost of the Provider's staff and Management communication devices, including cell phones.

**C.5.2.1.8 CLIN 0005 – Fixed Fee based on CLINs 0001 through 0004.**

- C.5.2.1.8.1** The Provider shall accept and invoice on a per person basis a fixed fee shown in CLINs 0005.
- C.5.2.1.8.2** The Provider shall not invoice for the administrative fee applicable to vacancies during periods where a residence is not at the maximum capacity.
- C.5.2.1.8.3** The Provider shall not invoice for administrative fees against the HCA for any service covered by the Medicaid IDD HCBS Waiver Program.

**C.5.2.1.9 CLIN 0006 – Specialized Services Expense.**

- C.5.2.1.9.1** The Provider shall invoice for those approved services that are not included in CLINs 0001 through 0005 in cases where the person is not covered by the Medicaid IDD HCBS Waiver Program at a rate not exceeding the applicable Medicaid IDD HCBS Waiver Program rates.
- C.5.2.1.9.2** The Provider shall have all such deviations approved and/or disapproved for each person on a case-by-case basis by the District.

- C.5.2.1.9.3** The Provider shall invoice all specialized service expenses (such as costs of direct care and staffing) in accordance with the IDD-HCBS waiver whether the person enrolled in the District's residential services program is insured or not.
- C.5.2.1.10** **CLIN 0007 - Host Home Program Services:** The Provider shall be entitled to payment for occupancy, or room and board payments, in the Host Home Services Program (applicable to Providers which have Host Homes), as follows:
- C.5.2.1.10.1** For each person who receives one or more cash benefit payment(s) of \$721.00, the payment(s) are divided into two parts. Part #1: One hundred dollars (\$100.00) shall be deposited into each person's community-based bank account to serve as the person's Personal Needs Allowance. Part #2: The balance derived from the Federal Benefit Rate for Supplemental Security Income shall be sent to the Host as full payment for room and board.
- C.5.2.1.10.2** Room and board payment may change annually due to the Cost of Living Adjustment.
- C.5.2.1.10.3** For each person who receives cash benefit payment (s) and/or earned income of less than \$721.00, the District shall add an individually computed supplement for the Host and the person so that the room and board payment equals \$621.00 and the Personal Needs Allowance equals \$100.00. The Provider shall pass the supplement through to the Host.
- C.5.2.1.10.4** For each person who receives one or more cash benefit payment(s) and/or earned income, where the payment(s) exceeds \$721.00, the payments are divided into three parts. Part #1: One hundred dollars (\$100.00) shall be deposited into each person's community-based bank account to serve as the person's Personal Needs Allowance. Part #2: Six hundred twenty-one dollars (\$621.00) will be sent to the Host Home as full payment for room and board. Part #3: Excess cash benefits and income, if any, will go to the District.
- C.5.2.1.11** **CLIN 0008 – New Furnishing & Equipment** – The Provider shall provide new furnishings and equipment if approved by the Quality Management Division at a reasonable price, not to exceed the per person amount authorized in the Price Schedule.
- C.5.2.1.12** **CLIN 0009 – Fixed Fee for CLINs 0006 through 0008** - The Provider shall maintain records of the disbursement of this money and receipts and a breakdown on annual costs and provide detailed cost and pricing data in support of its application to demonstrate how it arrived at the amount of administrative costs and fees. The current fee is subject to change based upon an annual review by the District. For the purpose of payment, the administrative fee shall not be applied to vacancy costs. The Provider shall not invoice the District for administrative fees associated with any service covered by the Medicaid IDD HCBS Waiver Program.

### **C.5.2.1.13 COST CEILING**

- C.5.2.1.13.1** The Provider shall notify the contract administrator, in writing, whenever it has reason to believe that the total cost for the performance of this HCA will be either greater or substantially less than the ceiling.
- C.5.2.1.13.2** The Provider shall provide the contract administrator a revised estimate for performing the applicable CLINS.
- C.5.2.1.13.3** The Provider acknowledges that the District is not obligated to reimburse the Provider for amounts incurred in excess of the cost ceiling specified in the Price Schedule and the Provider is not obligated to continue performance under this HCA (including actions under the Termination clauses of this HCA) or otherwise incur amounts in excess of the cost ceiling until the contracting officer notifies the contractor, in writing, that the cost ceiling has been increased and provides a revised cost ceiling for performing this HCA.
- C.5.2.1.13.4** The Provider acknowledges that no notice, communication, or representation in any form from any person other than the contracting officer shall change the cost ceiling. In the absence of the specified notice, the District is not obligated to pay the Provider for any amounts in excess of the cost ceiling, whether such amounts were incurred during the course of HCA performance or as a result of termination.
- C.5.2.1.13.5** The Provider acknowledges that if the cost ceiling specified in section B is increased, any amount the Provider incurs before the increase that is in excess of the previous cost ceiling shall be allowable to the same extent as if incurred afterward, unless the contracting officer issues a termination or other notice directing that the increase is solely to cover termination or other specified expenses.
- C.5.2.1.13.6** The Provider acknowledges that a change order shall not be considered an authorization to exceed the applicable cost ceiling specified in Section B, unless the change order specifically increases the cost ceiling.
- C.5.2.1.13.7** The Provider acknowledges that at any time or times before final payment and three (3) years thereafter, the contracting officer may have the Provider's invoices or vouchers and statements audited. Any payment may be reduced by amounts found by the contracting officer not to constitute allowable payment as adjusted for prior overpayments or underpayments.



**C.5.2.1.14 Staff Requirements**

The Provider shall provide orientation sessions for all staff members with respect to administrative procedures, program goals, policies, and practices to be adhered to under this HCA as stipulated in the DDA Direct Support Training policy, or its successor.

**C.5.2.1.15 DDS/DDA Web Based Case Management System Requirements**

**C.5.2.1.15.1** The Provider shall use and comply with all District web based case management system utilization policies and procedures.

**C.5.2.1.15.2** Only authorized provider staff may utilize the District web based case management system to access the individual's pertinent case related information.

**C.5.2.1.15.3** The Provider shall request access credentials for the District web based case management system via a completed access request form, for each individual member of the provider staff required to utilize the system. The District will provide the access request form, upon request, which must be fully completed and returned on company letterhead. District provision of access to a provider staff member is limited to that staff member and may not be shared, distributed or reassigned.

**C.5.2.1.16 Deactivating Access to MCIS**

**C.5.2.1.16.1** The Provider shall notify the District as soon as possible, no later than 24 hours of the separation of a staff member authorized to access the District web based case management system. The Provider shall notify the District of the need to deactivate the District web based case management system access immediately upon determining the need to take a negative personnel action against a provider employee who has MCIS access.

**C.5.2.1.16.2** The Provider shall notify the District immediately in the event that any situation may have or has the potential to compromise the security of the District's case management system, including, but not limited to, loss or theft of equipment that may contain consumer information or the District web based case management system access information, separation of provider staff that had the District web based case management system access, unauthorized access to provider facilities that potentially contained the District web based case management system access information or client information by any individual.

**C.6 Compliance with Service Rates**

**C.6.1** All human care services shall be provided, and the District shall only pay, in accordance with the service rates shown in Part 1, Section B, Human Care Services and Service Rates. Invoices shall be submitted no later than 30 days after the end of each month. If any overpayment occurs, the Provider shall promptly repay the District the full amount of the overpayment.

- C.6.2** If the Provider's rates are regulated by its State jurisdiction, the Provider shall submit documentation of rates in accordance with Section B.2.
- C.6.3** If the Provider's rates are not regulated by its State jurisdiction, the Provider shall submit a detailed budget with supporting documentation to justify its price(s). The Provider's unregulated rates will be subject to negotiation.
- C.6.4** Providers shall submit annual audited financial statements dated within the most recent 12 months prior to award of a HCA and prior to the exercise of each option. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in audit of large public and commercial organizations.

## **C.7 Method of Delivery of Services.**

- C.7.1** The District will provide to the Provider available social history information, available reports on psychological evaluations, available medical history, available family and school information, Person-Centered Planning tools, and other pertinent data, as appropriate, and as mutually agreed upon by the District and the Provider, to facilitate provision of services.
- C.7.2** The Provider shall provide no human care service unless and until the District makes an official referral to the Provider, and a purchase order/task order is issued to the Provider.

## **C.8 Eligibility**

- C.8.1** 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 qualification, subject to a review by the District, according to the criteria delineated in Title 27 DCMR Subsection 1905.6, and Section 1900, subsection 1904.1 of Chapter 19 of Title 29 DCMR.
- C.8.2** The Provider must submit evidence of and maintain status as a Provider in good standing with generally accepted quality measures through the submission of at least one of the following: CARF (The Commission on Accreditation of Rehabilitation Facilities) Accreditation, CQL (The Council on Quality and Leadership), Accreditation; or Statement of Good Standing from the Provider's state jurisdiction indicating that the Provider has met all licensing and/or certification standards required by that jurisdiction and is not in a probationary status for any reason. Certification standards shall include following all DDS policies and procedures, including **Provider Certification Review**, which requires preliminary review within two (2) months of providing services, initial annual review within six months and annual review thereafter, to ensure that services are provided in accordance with the Medicaid waiver rules.
- C.8.3** The Provider shall not be included on the U.S. Department of Health & Human Services Office of the Inspector General's List of Excluded Individuals/Entities (LEIE), nor shall

the Provider be excluded from receiving District of Columbia or Federal contracts, certain subcontracts, and certain Federal financial and nonfinancial assistance and benefits, pursuant to the provisions of 31 U.S.C. 6101, note, E.O. 12549, E.O. 12689, 48 CFR 9.404.

**C.9 Compliance with Laws, Regulations and DDS Policies and Procedures**

As a condition of the District's obligation to perform under this HCA, 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 well as all relevant DDS policies and procedures, as necessary for the lawful provision of the services required of the Provider under the terms of this HCA. The Provider shall inform DDS immediately of inability to maintain acceptable compliance with applicable laws, regulations, policies or procedures.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\*

#### **SECTION D: PACKAGING AND MARKING**

The packaging and marking requirements for this contract shall be governed by clause number (2), Shipping Instructions-Consignment, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.2)

#### **SECTION E: INSPECTION AND ACCEPTANCE**

The inspection and acceptance requirements for this contract shall be governed by clause number six (6), Inspection of Services, of the Government of the District of Columbia's Standard Contract Provisions for use with Supplies and Services Contracts, dated July 2010. (Attachment J.2)

**\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\***

## SECTION F

### HUMAN CARE SERVICE ADMINISTRATION AND PERFORMANCE

#### **F.1 Term of Agreement**

- F.1.1** The term of this HCA shall be for a period of 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 HCA is awarded.
- F.1.2** The District may terminate this HCA 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 July 2010, hereafter referred to as "Standard Contract Provisions", or exercise sanctions in accordance with DDS policies, if the Provider fails to perform its obligations under this HCA in accordance with this HCA and in a timely manner, or otherwise violates any provision of this HCA. See Section J.1 of the HCA and Standard Contract Provisions for Default Termination.

#### **F.2 Agreement Not a Commitment of Funds or Commitment to Purchase**

This HCA is not a commitment by the District to purchase any quantity of a particular good or service covered under this HCA 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 HCA.

#### **F.3 Option to Extend Term of the Agreement**

- F.3.1** The District Government may extend the term of this HCA 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 HCA; provided that the District gives the Provider written notice of its intent to extend at least thirty (30) days before the HCA 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.
- F.3.3** The extended HCA shall be considered to include this option provision if the District exercises an option.
- F.3.4** The total duration of this HCA including the exercise of any options under this clause, shall not exceed five (5) years.
- F.3.5** The option year prices and ceilings shall be negotiated in accordance with section B.8.1 the HCA.

**F.4     Continuation of Services**

Notwithstanding Section F.3.4 above, the District may extend the term of the HCA beyond the total term specified in the HCA in accordance with 27 DCMR §2005.6(b).

**F.5     Option Year Prices**

Upon the District's decision to exercise option years available, the Provider shall be required to submit proposed prices. Prices will be negotiated and agreed upon by the Contracting Officer prior to the exercise of Option year. See section B.8.1 for the methods of calculating prices for each year.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE \*\*\*\*\*

## **SECTION G**

### **CONTRACT ADMINISTRATION**

#### **G.1 CONTRACTING OFFICER/HCA ADMINISTRATION**

- G.1.1** Contracting Officers (CO) are the only District officials authorized to bind contractually the District through signing a HCA or contract, and all other documents relating to the HCA. All correspondence to the Contracting Officer shall be forwarded to:

Marsha L. Robinson  
Office of Contracts and Procurement  
Contracting Officer Serving DDS  
250 E St, SW, 6th Floor  
Washington, DC 20024  
Telephone Number: (202) 730-1628  
E-Mail: [Marsha.Robinson@dc.gov](mailto:Marsha.Robinson@dc.gov)

#### **G.1.2 Contract Specialist.**

For information concerning pre-award related matters, you may also contact the Contract Specialist named below:

Monica Brown  
Office of Contracts and Procurement  
Telephone Number: (202) 730-1861  
[Monica.Brown4@dc.gov](mailto:Monica.Brown4@dc.gov)

#### **G.2 CONTRACT ADMINISTRATOR (CA)**

- G.2.1** The CA is the representative responsible for the general administration of this HCA and advising the Contracting Officer as to the compliance or noncompliance of the Provider with the terms of this HCA. The Contracting Officer shall notify the Provider of the name and address of the Contract Administrator during the term of the HCA.
- G.2.2** In addition, the CA is responsible for the day-to-day monitoring and supervision of this Agreement, including approval of invoices. The CA is not authorized or empowered to make amendments, changes, or revisions to this agreement. The CA will be assigned after award.

### **G.3 ORDERING AND PAYMENT**

- G.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.
- G.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.
- G.3.3** If mailed, a purchase order or task order shall be considered “issued” by the District when deposited in the mail. Purchase orders may be transmitted electronically.
- G.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**

- G.3.5** To ensure proper and prompt payment, each invoice for payment shall provide the following minimum information:
- G.3.5.1** Provider name and address; name of people being supported; location of people;
  - G.3.5.2** Invoice date, number and the total amount due;
  - G.3.5.3** Period or date of service;
  - G.3.5.4** Description of service;
  - G.3.5.5** Quantity of services provided or performed to include service, and the frequency and duration of each service;
  - G.3.5.6** Contract Line Item Number (CLIN), or identification from Section J.2, Specific List of Prices, as applicable to each purchase order or task order.
  - G.3.5.7** Purchase Order or Task Order Number;
  - G.3.5.8** HCA Number;
  - G.3.5.9** Federal tax identification number;
  - G.3.5.10** Any other supporting documentation or information, as required; and
  - G.3.5.11** Name, title, telephone no., and signature of the preparer.
- G.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.
- G.3.6.1** The District shall pay one-twelfths of the fixed annual fee, which shall be included in monthly invoices.



**G.3.7 First Source Agreement Request for Final Payment**

**G.3.7.1** For contracts subject to the 51% District Residents New Hires Requirements and First Source Employment Agreement requirements, final request for payment must be accompanied by the report or a waiver of compliance discussed in Section H.5.

**G.3.7.2** No final payment shall be made to the Providers until the agency CFO has received the Contracting Officer's final determination or approval of waiver of the Provider's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirement.

**G.4. Assignment of Contract Payments**

**G.4.1** In accordance with 27 DCMR 3250, the Providers may assign to a bank, trust company, or other financing institution funds due or to become due as a result of the performance of this contract.

**G.4.2** Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party

**G.4.3** Notwithstanding an assignment of contract payments, the Provider, not the Assignee, is required to prepare invoices. Where such an assignment has been made, the original copy of the invoice must refer to the assignment and must show that payment of the invoice is to be made directly to the assignee as follows:

“Pursuant to the instrument of assignment dated \_ ,  
make payment of this invoice to \_\_\_\_\_.”  
*(name and address of assignee)*

**G.5 The Quick Payment Clause**

**G.5.1 Interest Penalties to Providers**

**G.5.1.1** The District will pay interest penalties on amounts due to the Providers under the Quick Payment Act, D.C. Official Code §2-221.01 *et seq.*, for the period beginning on the day after the required payment date and ending on the date on which payment of the amount is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid if payment for the completed delivery of service is made on or before the 15<sup>th</sup> day after the required payment date for the service.

**G.5.1.2** Any amount of an interest penalty that remains unpaid at the end of any 30-day period shall be added to the principal amount of the debt and thereafter interest penalties shall accrue on the added amount

## **G.5.2 Payments to Subcontractors**

**G.5.2.1** The Providers must take one of the following actions within seven (7) days of receipt of any amount paid to the Contractor by the District for work performed by any subcontractor under this contract:

**G.5.2.1.1** Pay the subcontractor for the proportionate share of the total payment received from the District that is attributable to the subcontractor for work performed under the contract; or

**G.5.2.1.2** Notify the District and the subcontractor, in writing, of the Provider's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

**G.5.2.2** The Providers must pay any subcontractor or supplier interest penalties on amounts due to the subcontractor or supplier beginning on the day after the payment is due and ending on the date on which the payment is made. Interest shall be calculated at the rate of 1% per month. No interest penalty shall be paid on the following if payment for the completed delivery service is made on or before the 15<sup>th</sup> day after the required payment date for any service.

**G.5.2.3** Any amount of an interest penalty that remains unpaid by the Providers at the end of any 30-day period shall be added to the principal amount of the debt to the subcontractor and thereafter interest penalties shall accrue on the added amount.

**G.5.2.4** A dispute between the Providers and subcontractor relating to the amounts or entitlement of a subcontractor to a payment or a late payment interest penalty under the Quick Payment Act does not constitute a dispute to which the District of Columbia is a party. The District of Columbia may not be interpleaded in any judicial or administrative proceeding involving such a dispute.

## **G.5.3 Subcontract requirements**

**G.5.3.1** The Providers shall include in each subcontract under this contract a provision requiring the subcontractor to include in its contract with any lower-tier subcontractor or supplier the payment and interest clauses required under paragraphs (1) and (2) of D.C. Official Code §2-221.02(d).

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE \*\*\*\*\*

## SECTION H

### SPECIAL CONTRACT REQUIREMENTS

#### **H.1 Hiring of District Residents as Apprentices and Trainees**

- H.1.1** For all new employment resulting from this contract or subcontracts hereto, as defined in Mayor's Order 83-265 and implementing instructions, the Contractor shall use its best efforts to comply with the following basic goal and objectives for utilization of bona fide residents of the District of Columbia in each project's labor force:
- H.1.2** At least fifty-one (51) percent of apprentices and trainees employed shall be residents of the District of Columbia registered in programs approved by the District of Columbia Apprenticeship Council.
- H.1.3** The Contractor shall negotiate an Employment Agreement with the Department of Employment Services ("DOES") for jobs created as a result of this contract. The DOES shall be the Contractor's first source of referral for qualified apprentices and trainees in the implementation of employment goals contained in this clause.

#### **H.2 Department of Labor Wage Determinations**

- H.2.1** The Provider shall be bound by the Wage Determination No. 2005-2103, Revision 15, dated 12/22/2014, issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §351 *et seq.*, and incorporated herein as Section L.2. The Provider shall be bound by the wage rates for the term of the contract subject to revision as stated herein and in accordance with Section 24 of the SCP. If an option is exercised, the Provider shall be bound by the applicable wage rates at the time of the option. If the option is exercised and the CO obtains a revised wage determination, the revised wage determination is applicable for the option periods and the Provider may be entitled to an equitable adjustment.

#### **H.3 Publicity**

The Contractor shall at all times obtain the prior written approval from the CO before it, any of its officers, agents, employees or subcontractors, either during or after expiration or termination of the contract, make any statement, or issue any material, for publication through any medium of communication, bearing on the work performed or data collected under this contract.

#### **H.4 Freedom of Information Act**

The District of Columbia Freedom of Information Act (FOIA), at D.C. Official Code §2-532 (a-3), requires the District to make available for inspection and copying any record produced or collected pursuant to a District contract with a private contractor to perform a public function, to the same extent as if the record were maintained by the agency on whose behalf the contract is made. If the Contractor receives a request for such information, the Contractor shall immediately send the request to the CA who will provide the request to the FOIA Officer for the agency with programmatic responsibility in accordance with the D.C. Freedom of Information Act. If the agency with programmatic responsibility receives a request for a

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record maintained by the Contractor pursuant to the contract, the CA will forward a copy to the Contractor. In either event, the Contractor is required by law to provide all responsive records to the CA within the timeframe designated by the CA. The FOIA Officer for the agency with programmatic responsibility will determine the reliability of the records. The District will reimburse the Contractor for the costs of searching and copying the records in accordance with D.C. Official Code §2-532 and Chapter 4 of Title 1 of the *D.C. Municipal Regulations*.

#### **H.5 51% District Residents New Hires Requirements and First Source Employment Agreement**

H.5 The Contractor shall comply with the First Source Employment Agreement Act of 1984, as amended, D.C. Official Code §2-219.01 *et seq.* (“First Source Act”).

**H.5.1** The Contractor shall enter into and maintain, during the term of the contract, a First Source Employment Agreement, (Section J.4) in which the Contractor shall agree that:

- (1) The first source for finding employees to fill all jobs created in order to perform this contract shall be the DOES; and
- (2) The first source for finding employees to fill any vacancy occurring in all jobs covered by the First Source Employment Agreement shall be the First Source Register.

**H.5.2** The Contractor shall submit to DOES, no later than the 10<sup>th</sup> of each month following execution of the contract, a First Source Agreement Contract Compliance Report (“contract compliance report”) to verify its compliance with the First Source Agreement for the preceding month. The contract compliance report for the contract shall include the:

- H.5.2.1 Number of employees needed;
- H.5.2.2 Number of current employees transferred;
- H.5.2.3 Number of new job openings created;
- H.5.2.4 Number of job openings listed with DOES;
- H.5.2.5 Total number of all District residents hired for the reporting period and the cumulative total number of District residents hired; and
- H.5.2.6 Total number of all employees hired for the reporting period and the cumulative total number of employees hired, including:
  - H.5.2.7 Name;
  - H.5.2.8 Social security number;
  - H.5.2.9 Job title;
  - H.5.2.10 Hire date;
  - H.5.2.11 Residence; and
  - H.5.2.12 Referral source for all new hires.

**H.5.3** If the contract amount is equal to or greater than \$100,000, the Contractor agrees that 51% of the new employees hired for the contract shall be District residents.

**H.5.4** With the submission of the Contractor’s final request for payment from the District, the Contractor shall:

- (1) Document in a report to the CO its compliance with section H.15.4 of this clause; or
- (2) Submit a request to the CO for a waiver of compliance with section H.15.4 and include the following documentation:
  - (3) Material supporting a good faith effort to comply;
  - (4) Referrals provided by DOES and other referral sources;

## Residential Expenses

- (5) Advertisement of job openings listed with DOES and other referral sources; and
- (6) Any documentation supporting the waiver request pursuant to section H.15.6.
- (7) The CO may waive the provisions of section H.5.4 if the CO finds that:
- (8) A good faith effort to comply is demonstrated by the Contractor;
- (9) The Contractor is located outside the Washington Standard Metropolitan Statistical Area and none of the contract work is performed inside the Washington Standard Metropolitan Statistical Area which includes the District of Columbia; the Virginia Cities of Alexandria, Falls Church, Manassas, Manassas Park, Fairfax, and Fredericksburg, the Virginia Counties of Fairfax, Arlington, Prince William, Loudoun, Stafford, Clarke, Warren, Fauquier, Culpeper, Spotsylvania, and King George; the Maryland Counties of Montgomery, Prince Georges, Charles, Frederick, and Calvert; and the West Virginia Counties of Berkeley and Jefferson.
- (10) The Contractor enters into a special workforce development training or placement arrangement with DOES; or
- (11) DOES certifies that there are insufficient numbers of District residents in the labor market possessing the skills required by the positions created as a result of the contract.

**H.5.5** Upon receipt of the contractor's final payment request and related documentation pursuant to sections H.5.5 and H.5.6, the CO shall determine whether the Contractor is in compliance with section H.5.4 or whether a waiver of compliance pursuant to section H.5.6 is justified. If the CO determines that the Contractor is in compliance, or that a waiver of compliance is justified, the CO shall, within two business days of making the determination forward a copy of the determination to the agency Chief Financial Officer and the CA.

**H.5.6** Willful breach of the First Source Employment Agreement, or failure to submit the report pursuant to section H.5.5, or deliberate submission of falsified data, may be enforced by the CO through imposition of penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract. The Contractor shall make payment to DOES. The Contractor may appeal to the D.C. Contract Appeals Board as provided in this contract any decision of the CO pursuant to this section H.5.8.

**H.5.7** The provisions of sections H.5.4 through H.5.8 do not apply to nonprofit organizations.

**H.6** **Section 504 of the Rehabilitation Act of 1973, as amended**

During the performance of the contract, the Contractor and any of its subcontractors shall comply with Section 504 of the Rehabilitation Act of 1973, as amended. This Act prohibits discrimination against disabled people in federally funded programs and activities. See 29 U.S.C. § 794 *et seq.*

**H.7** **Americans with Disabilities Act of 1990 (ADA)**

During the performance of this contract, the Contractor and any of its subcontractors shall comply with the ADA. The ADA makes it unlawful to discriminate in employment against a qualified person with a disability. See 42 U.S.C. §12101 *et seq.*

**H.8 Way to Work Amendment Act of 2006**

- H.8.1** 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.
- H.8.2** 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).
- H.8.3** 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.
- H.8.4** 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).
- H.8.5** 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.
- H.8.6** 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.
- H.8.7** 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.*
- H.8.8** The requirements of the Living Wage Act of 2006 do not apply to:
- H.8.8.1** Contracts or other agreements that are subject to higher wage level determinations required by federal law;
  - H.8.8.2** Existing and future collective bargaining agreements, provided, that the future collective bargaining agreement results in the employee being paid no less than the established living wage;
  - H.8.8.3** Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
  - H.8.8.4** Contracts for services needed immediately to prevent or respond to a disaster or eminent threat to public health or safety declared by the Mayor;
  - H.8.8.5** Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services; provided that the trainees do not replace employees subject to the Living Wage Act of 2006;

**H.8.8.6** An employee under 22 years of age employed during a school vacation period, or enrolled as a full-time student, as defined by the respective institution, who is in high school or at an accredited institution of higher education and who works less than 25 hours per week; provided that he or she does not replace employees subject to the Living Wage Act of 2006;

**H.8.8.7** Tenants or retail establishments that occupy property constructed or improved by receipt of government assistance from the District of Columbia; provided, that the tenant or retail establishment did not receive direct government assistance from the District;

**H.8.8.8** Employees of nonprofit organizations that employ not more than 50 individuals and qualify for taxation exemption pursuant to section 501(c)(3) of the Internal Revenue Code of 1954, approved August 16, 1954 (68A Stat. 163; 26 U.S.C. § 501(c)(3);

**H.8.8.9** Medicaid Provider Agreements for direct care services to Medicaid recipients, provided that the direct care service is not provided through a home care agency, a community residence facility, or a group home for 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

**H.8.8.10** 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.

**H.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.

**H.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 J.8.**

**H.11 Subcontracting Requirements**

**H.12 Mandatory Subcontracting Requirements**

**H.12.1** For contracts in excess of \$250,000, at least 35% of the dollar volume shall be subcontracted to certified small business enterprises; provided, however, that the costs of materials, goods, and supplies shall not be counted towards the 35% subcontracting requirement unless such materials, goods and supplies are purchased from certified small business enterprises.

**H.12.2** If there are insufficient qualified small business enterprises to completely fulfill the requirement of paragraph H.10.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any certified business enterprises; provided, however, that all reasonable efforts shall be made to ensure that qualified small business enterprises are significant participants in the overall subcontracting work.

**H.12.3** A prime contractor that is certified as a small, local or disadvantaged business enterprise shall not be required to comply with the provisions of sections H.9.1.1 and H.9.1.2.

**H.12.4** **Subcontracting Plan**

If the prime contractor is required by law to subcontract under this contract, it must subcontract at least 35% of the dollar volume of this contract in accordance with the provisions of section H.10.1. The prime contractor responding to this solicitation that is required to subcontract shall be required to submit with its proposal, a notarized statement detailing its subcontracting plan. Proposals responding to this RFP shall be deemed nonresponsive and shall be rejected if the Offeror is required to subcontract, but fails to submit a subcontracting plan with its proposal. Once the plan is approved by the Contracting Officer, changes to the plan will only occur with the prior written approval of the CO and the Director of DSLBD. Each subcontracting plan shall include the following:

**H.12.4.1** A description of the goods and services to be provided by SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.12.4.2** A statement of the dollar value of the bid that pertains to the subcontracts to be performed by the SBEs or, if insufficient qualified SBEs are available, by any certified business enterprises;

**H.12.4.3** The names and addresses of all proposed subcontractors who are SBEs or, if insufficient SBEs are available, who are certified business enterprises;

**H.12.4.4** The name of the individual employed by the prime contractor who will administer the subcontracting plan, and a description of the duties of the individual;

**H.12.4.5** A description of the efforts the prime contractor will make to ensure that SBEs, or, if insufficient SBEs are available, that certified business enterprises will have an equitable opportunity to compete for subcontracts;

**H.12.4.6** In all subcontracts that offer further subcontracting opportunities, assurances that the prime contractor will include a statement, approved by the contracting officer, that the subcontractor will adopt a subcontracting plan similar to the subcontracting plan required by the contract;

**H.12.4.7** Assurances that the prime contractor will cooperate in any studies or surveys that may be required by the contracting officer, and submit periodic reports, as requested by the contracting officer, to allow the District to determine the extent of compliance by the prime contractor with the subcontracting plan;



**H.12.5** A list of the type of records the prime contractor will maintain to demonstrate procedures adopted to comply with the requirements set forth in the subcontracting plan, and assurances that the prime contractor will make such records available for review upon the District's request; and

**H.12.6** A description of the prime contractor's recent effort to locate SBEs or, if insufficient SBEs are available, certified business enterprises, and to award subcontracts to them.

**H.12.7 Subcontracting Plan Compliance Reporting**

If the Contractor has an approved subcontracting plan required by law under this contract, the Contractor shall submit to the CO and the Director of DSLBD, no later than the 21<sup>st</sup> of each month following execution of the contract, a Subcontracting Plan Compliance Report to verify its compliance with the subcontracting requirements for the preceding month. The monthly subcontracting plan compliance report shall include the following information:

- The dollar amount of the contract or procurement;
- A brief description of the goods procured or the services contracted for;
- The name of the business enterprise from which the goods were acquired or services contracted;
- Whether the subcontractors to the contract are currently certified business enterprises;
- The dollar percentage of the contract awarded to SBEs, or if insufficient SBEs, to other certified business enterprises;
- A description of the activities the Contractor engaged in, in order to achieve the subcontracting requirements set forth in its plan; and
- A description of any changes to the activities the Contractor intends to make by the next month to achieve the requirements set forth in its plan.

**H.13 Subcontractor Standards**

A prime contractor shall ensure that subcontractors meet the criteria for responsibility described in D.C. Official Code § 2-353.01.

**H.14 Enforcement and Penalties for Breach of Subcontracting Plan**

**H.14.1** If during the performance of this contract, the Contractor fails to comply with its approved subcontracting plan, and the CO determines the Contractor's failure to be a material breach of the contract, the CO shall have cause to terminate the contract under the default clause of the Standard Contract Provisions dated July 2010.

**H.14.2** There shall be a rebuttable presumption that a contractor willfully breached its approved subcontracting plan if the contractor (i) fails to submit any required monitoring or compliance report; or (ii) submits a monitoring or compliance report with the intent to defraud.

**H.14.3** A contractor that is found to have willfully breached its approved subcontracting plan for utilization of certified business enterprises in the performance of a contract shall be subject to the imposition of penalties, including monetary fines of \$15,000 or 5% of the total amount of the work that the contractor was to subcontract to certified business enterprises, whichever is greater, for each such breach.

**H.15 Provider Responsibilities**

**H.15.1** 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.

**H.15.2** 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 HCA.

**H.16 District Responsibilities**

**H.16.1** The District shall determine the annual price of food based on the SNAP and/or WIC benefit amounts the person will receive and the annual cost breakdown submitted by the Provider.

**H.16.2** The District shall conduct periodic, scheduled and unscheduled site visits for purposes of directly observing the provision of services and discussing contract performance relative to the terms and conditions of the HCA.

**H.16.3** The District reserves the right to deactivate MCIS access for any individual or provider if the District determines or suspects that the individual or provider may be responsible for any compromised security of District records.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\*

**SECTION I:**  
**CONTRACT CLAUSES**

**I.1 Applicability of Standard Contract Provisions**

The Government of the District of Columbia Standard Contract Provisions for Use with District of Columbia Government Supply and Services, dated July 2010, 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»),

**I.1.1 Disputes:** (Delete Article 14, Disputes, of the General Provisions of the Standard Contract Provisions for use with Specifications for District of Columbia Government Supplies and Services Contracts, Revised July 2010 and substitute the following Article F.1.1, Disputes) (Interim PPRA Version, July 2011)

**I.1.1.1** All disputes arising under or relating to this contract shall be resolved as provided herein.

**I.1.1.2** Claims by a Contractor against the District:

Claim, as used in paragraph I.1.1.2 of this clause, means a written assertion by the Contractor seeking, as a matter of right, the payment of money in a sum certain, the adjustment or interpretation of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.1.1.2.1** All claims by a Contractor against the District arising under or relating to a contract shall be in writing and shall be submitted to the CO for a decision. The Contractor’s claim shall contain at least the following:

**I.1.1.2.1.1** A description of the claim and the amount in dispute;

**I.1.1.2.1.2** Data or other information in support of the claim;

**I.1.1.2.1.3** A brief description of the Contractor’s efforts to resolve the dispute prior to filing the claim; and

**I.1.1.2.1.4** The Contractor’s request for relief or other action by the CO.

**I.1.1.2.1.5** The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.

**I.1.1.2.1.6** The CO shall issue a decision on any claim within 120 calendar days after receipt of the claim. Whenever possible, the CO shall take into account factors such as

the size and complexity of the claim and the adequacy of the information in support of the claim provided by the Contractor.

**I.1.1.2.2** The CO's written decision shall do the following:

**I.1.1.2.2.1** Provide a description of the claim or dispute;

**I.1.1.2.2.2** Refer to the pertinent contract terms;

**I.1.1.2.2.3** State the factual areas of agreement and disagreement.

**I.1.1.2.2.4** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;

**I.1.1.2.2.5** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;

**I.1.1.2.2.6** Indicate that the written document is the CO's final decision; and

**I.1.1.2.2.7** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.

**I.1.1.2.3** Failure by the CO to issue a decision on a contract claim within 120 days of receipt of the claim will be deemed to be a denial of the claim, and will authorize the commencement of an appeal to the Contract Appeals Board as provided by D.C. Official Code § 2-360.04.

**I.1.1.2.4** If a Contractor is unable to support any part of his or her claim and it is determined that the inability is attributable to a material misrepresentation of fact or fraud on the part of the Contractor, the Contractor shall be liable to the District for an amount equal to the unsupported part of the claim in addition to all costs to the District attributable to the cost of reviewing that part of the Contractor's claim.

**I.1.1.2.5** Liability under Paragraph I.1.1.2.3.1 shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud

**I.1.1.2.6** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO

**I.1.1.3 Claims by the District against a Contractor:**

**I.1.1.3.1** Claim as used in paragraph I.1.1.3 of this clause, means a written demand or written assertion by the District seeking, as a matter of right, the payment of money in a sum certain, the adjustment of contract terms, or other relief arising under or relating to this contract. A claim arising under a contract, unlike a claim relating to that contract, is a claim that can be resolved under a contract clause that provides for the relief sought by the claimant.

**I.1.1.3.2** The CO shall decide all claims by the District against a contractor arising under or relating to a contract.

**I.1.1.3.2.1** The CO shall send written notice of the claim to the Contractor. The CO's written decision shall do the following:

**I.1.1.3.2.2** Provide a description of the claim or dispute;

- I.1.1.3.2.3** Refer to the pertinent contract terms;
  - I.1.1.3.2.4** State the factual areas of agreement and disagreement;
  - I.1.1.3.2.5** State the reasons for the decision, including any specific findings of fact, although specific findings of fact are not required and, if made, shall not be binding in any subsequent proceeding;
  - I.1.1.3.2.6** If all or any part of the claim is determined to be valid, determine the amount of monetary settlement, the contract adjustment to be made, or other relief to be granted;
  - I.1.1.3.2.7** Indicate that the written document is the CO's final decision; and
  - I.1.1.2.8** Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- I.1.1.3.3** The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
  - I.1.1.3.4** Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement
  - I.1.1.3.5** The authority contained in this clause I.1.1.3 shall not apply to a claim or dispute for penalties or forfeitures prescribed by statute or regulation which another District agency is specifically authorized to administer, settle, or determine.
  - I.1.1.3.6** This clause shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
  - I.1.1.4** Decisions of the CO shall be final and not subject to review unless the Contractor timely commences an administrative appeal for review of the decision, by filing a complaint with the Contract Appeals Board, as authorized by D.C. Official Code § 2-360.04.
  - I.1.1.5** Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

## **I.2 Laws and Regulations Incorporated By Reference**

By signing this HCA, 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:

- I.2.1** D.C. Law 2-137, "the Citizens with Intellectual Disabilities Constitutional Rights and Dignity Act of 1978," D.C. Official Code § 7-1301.02 *et seq.*
- I.2.2** In the *Evans* class action, Civil Action No. 76-0293, the parties negotiated and entered into consent orders in 1978, 1981, and 1983; there was a court-ordered plan in 1996; the parties

negotiated and filed with the Court the “2001 Plan for Compliance and Conclusion of *Evans v. Williams*” (“2001 Plan”); and the parties entered into court-ordered 90-day plans in both 2005 and 2007. The *Evans* parties agreed to the “2010 Revision of the 2001 Plan for Compliance and Conclusion of *Evans v. Williams*,” entered as an order by U.S. District Judge Ellen S. Huvelle on August 10, 2010, which requirements shall be applicable to all supports and services provided to *Evans* class members under this HCA. The 2010 Revision synthesizes the various court orders into nine sets of outcome criteria for determining compliance aligned with the remaining five goals and underlying court orders.

**I.2.3** D.C. Law 17-249, the “Health-Care Decisions for Persons with Developmental Disabilities Amendment Act of 2008,” 55 D.C. Reg. 9206 (August 29, 2008).

**I.2.4** The Health-Care Facility Unlicensed Personnel Criminal Background Check Act of 1998, effective April 20, 1999 (D.C. Law 12-238), as amended by the Health-Care Facility Unlicensed Personnel Criminal Background Check Amendment Act of 2002, effective April 13, 2002 (D.C. Law 14-98; D.C. Official Code § 44-551 *et seq.*,

**I.2.5** The applicable portions of Chapter 9 and 19 of Title 29 DCMR, Home and Community-Based Services Waiver for Persons with Intellectual and Developmental Disabilities, and of Chapter 35 of Title 22 DCMR, Group Homes for Persons with Intellectual Disabilities.

### **I.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.

### **I.4 Access to Records**

**I.4.1** 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 HCA for a period of six (6) years after termination of the HCA, 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.

**I.4.2** The Provider shall assure that these records shall be subject at all reasonable times to inspection, review, or audit by Federal, District, or other personnel duly authorized by the Contracting Officer.

- I.4.3** Persons duly authorized by the Contracting Officer shall have full access to and the right to examine any of the Provider's HCA and related records and documents, in which kept, at all reasonable times for as long as records are retained.

**I.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.

**I.6 Other Contractors**

The Contractor shall not commit or permit any act that will interfere with the performance of work by another District contractor or by any District employee.

**I.7 Consent to 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.

**I.8 Insurance (March 2010)**

**I.8.1 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.

**I.8.2 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.

**I.8.3 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 this contract. The policy shall provide a \$1,000,000 per occurrence combined single limit for bodily injury and property damage.

**I.8.4 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.

**I.8.5 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.

**I.8.6 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.

**I.8.7 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.

**I.8.8 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.

**I.8.9 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.



**I.9 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.

**I.9.1 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.

**I.9.2 CONTRACTOR'S PROPERTY.** Contractor and subcontractors are solely responsible for any loss or damage to their personal property, including but not limited to tools and equipment, scaffolding and temporary structures, rented machinery, or owned and leased equipment. A waiver of subrogation shall apply in favor of the District of Columbia.

**I.9.3 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.

**I.9.4 NOTIFICATION.** The Contractor shall immediately provide the Contracting Officer with written notice in the event that its insurance coverage has or will be substantially changed, canceled or not renewed, and provide an updated certificate of insurance to the Contracting Officer.

**I.9.5 CERTIFICATES OF INSURANCE.** The Contractor shall submit certificates of insurance giving evidence of the required coverage as specified in this section prior to commencing work. Evidence of insurance shall be submitted to:

Marsha Robinson  
Contracting Officer  
Department on Disability Services  
250 E. Street SW, 6<sup>th</sup> Floor  
Washington, DC 20024  
[202-730-1628/ Marsha.Robinson@dc.gov](mailto:202-730-1628/Marsha.Robinson@dc.gov)

**I.9.6 DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party that presents a claim against the District for any damages or claims resulting from or arising out of work performed by the Contractor, its agents, employees, servants or subcontractors in the performance of this contract.

## **I.10 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.

**I.11 Order of Precedence**

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

**I.11.1** The HCA

**I.11.2** The Government of the District of Columbia Standard Contract Provisions for Use with

**I.11.3** District of Columbia Government Supply and Services dated July 2010.

**I.11.4** Department on Disability Services Policies and Procedures

**I.11.5** The HCA Contractor Qualifications Record.

**I.11.6** The Task Order or Purchase Order.

**I.12 Contracts in Excess of One Million Dollars**

Any contract in excess of \$1,000,000 shall not be binding or give rise to any claim or demand against the District until approved by the Council of the District of Columbia and signed by the CO.

**I.13 Governing Law**

This contract, and any disputes arising out of or related to this contract, shall be governed by, and construed in accordance with, the laws of the District of Columbia.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE\*\*\*\*\*

## **SECTION J: LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS**

The following documents are incorporated into the HCA and made a part hereof:

- J.1 Standard Contract Provisions - Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010). See Section I.1.
- J.2 Specific List of Prices – Spreadsheet of Peoples’ Names, Locations and Prices.
- J.3 HCA Contractor Qualifications Record (CQR), DDS Form 1900, (completed and executed).
- J.4 HIPPA CLAUSES
- J.5 U.S. Department of Labor Wage Determination No. 2015-4281, Revision 4, dated 12/30/2016
- J.6 Living Wage Act for 2017
- J.7 Living Wage Fact Sheet for 2017
- J.8 Equal Employment Opportunity Information Report and Mayor’s Order 85-85
- J.9 Tax Certification Affidavit
- J.10 Completed Bidder/Offeror Certification
- J.11 Department of Employment Services First Source Employment Agreement (required for agreement expected to exceed \$300,000)

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE \*\*\*\*\*

## SECTION L

### INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS

#### **L.1 Qualification of Providers and Award of HCAs**

- L.1.1.** The District intends to pre-qualify Providers and award multiple HCAs (HCA) resulting from this request for qualifications based upon the Contracting Officer's determination that the award is in the best interest of the District, considering the service Provider's qualifications, its capability of providing the services, including financial and professional responsibility, and a judgment that the price is reasonable.
- L.1.2.** The determination that a provider is technically qualified and capable of providing the services will be based primarily upon DDS' evaluation of Provider Readiness and review approval by the DDA Provider Review Committee as it pertained to, eligibility for, and the Department of Health Care Finance as a Supported Living, Residential Habilitation, or Host Home Provider under the D.C. Medicaid IDD HCBS Waiver Program as set forth in DDS Provider Readiness Policy and Procedure, as well as the provider's ability to reach full compliance with all requirements of the HCBS Settings Rule by March 17, 2019.
- L.1.3.** An approved Provider by DDS and DHCF shall complete New Provider Orientation before providing, Supported Living, Residential Habilitation, and Host Home services. The Contracting Officer will place Providers on a **qualification list** deemed, eligible for up to three (3) years to be referred for selection by individuals supported by DDS.
- L.1.4.** The District will **only** enter into final negotiations to award a HCA when (a) an person supported by DDS has selected that approved DDS and Medicaid Waiver Provider; (b) the proposed residential site has been certified as meeting the environmental requirements for the individual and (c) for any new sites, that it is fully compliant with all requirements of the HCBS Settings Rule; and when all compliance documents in Section J have been updated and approved by the Contracting Officer.
- L.1.5.** The District may award a HCA 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.

#### **L.2 Proposal Organization and Content**

- L.2.1** This solicitation will be conducted electronically using the District's Ariba E-Sourcing system. To be considered, an offeror must submit the required attachments via the Ariba E-Sourcing system before the closing date and time. Paper, telephonic, telegraphic, and facsimile proposals may not be accepted.
- L.2.2** All attachments shall be submitted as a .pdf file. The District will not be responsible for corruption of any file submitted. If the submitted file cannot be viewed and printed as submitted, it will not be considered.

**L.2.3** The offeror shall submit the signed HCA application, Contractor Qualification Record (CQR) with attachments and Waiver Letter issued by the Department of Healthcare Finance. **Please note that each attachment is limited to a maximum size of 25 MB.**

**L.2.4** The offeror shall label each attachment

**L.2.5** By signing the HCA application and submitting the Waiver Letter, the Offeror attests that it fully meets the requirements in Section C.

**L.2.6** The bidders shall complete, sign and submit all Representations, Certifications and Acknowledgments as appropriate.

**L.3 REQUIREMENT FOR AN ELECTRONIC COPY OF PROPOSALS TO BE MADE AVAILABLE TO THE PUBLIC**

In addition to the proposal submission requirements in Section L.2 above, the offeror must submit an electronic copy of its proposal, redacted in accordance with any applicable exemptions from disclosure under D.C. Official Code §2-534. Redacted copies of the offeror's proposal must be submitted by e-mail attachment to the contact person designated in the solicitation. D.C. Official Code §2-536(b) requires the District to make available electronically copies of records that must be made public. The District's policy is to release documents relating to District proposals following award of the contract, subject to applicable FOIA exemption under §2-534(a)(1). Successful proposals will be published on the OCP Internet in accordance with D.C. Official Code §2-361.04, subject to applicable FOIA exemptions.

**L.4 PROPOSAL SUBMISSION DATE AND TIME, AND LATE SUBMISSIONS, LATE MODIFICATIONS, WITHDRAWAL OR MODIFICATION OF PROPOSALS AND LATE PROPOSALS**

**L.4.1 Proposal Submission**

**L.4.1.1** Proposals must be fully uploaded into the District's E-Sourcing system no later than the closing date and time. The system will not allow late proposals, modifications to proposals, or requests for withdrawals after the exact closing date and time.

**L.4.1.2** Paper, telephonic, telegraphic, and facsimile proposals may not be accepted or considered for award.

**L.4.1.3** It is solely the offeror's responsibility to ensure that it begins the upload process in sufficient time to get the attachment uploaded into the District's E-Sourcing system before the closing time. **(PLEASE NOTE: DO NOT USE MICROSOFT INTERNET EXPLORER VERSION 9 TO UPLOAD THE ATTACHMENTS).**

**L.4.2 Withdrawal or Modification of Proposals**

An offeror may modify or withdraw its proposal via the District's E-Sourcing system at any time before the closing date and time for receipt of proposals.

#### **L.4.3 Late Proposals**

The District's E-Sourcing system will not accept late proposals or modifications to proposals after the closing date and time for receipt of proposals.

#### **L.4.4 Late Modifications**

A late modification of a successful proposal, which makes its terms more favorable to the District, shall be considered at any time it is received and may be accepted.

### **L.5 EXPLANATION TO PROSPECTIVE OFFERORS**

If a prospective offeror has any questions relating to this solicitation, the prospective offeror shall submit the question electronically via the District's E-Sourcing system's instructions. The prospective offeror should submit questions no later than *five (5)* days prior to the closing date and time indicated for this solicitation. The District may not consider any questions received less than *five (5)* days before the date set for submission of proposals. The District will furnish responses via the District's E-Sourcing system's messaging process. An amendment to the solicitation will be issued if the CO decides that information is necessary in submitting offers, or if the lack of it would be prejudicial to any prospective offeror. Oral explanations or instructions given by District officials before the award of the contract will not be binding.

- L.6** Providers shall submit information in a clear, concise, factual and logical manner providing a comprehensive description of program supplies and services delivery thereof. The information requested below shall facilitate evaluation and best value source selection for all applications. The data provided by the Provider must contain sufficient detail to provide a clear and concise representation of the Provider's capability to provide the requirements as set forth in Section C. In addition, except as provided in L.7.3 below, the application shall include, the following:

**L.6.1** Evidence of fiscal responsibility that may include filed tax returns, audited financial statements, statements of cash flow verified by a licensed CPA or lines of credit from a commercial financial institution. The financial statements shall be prepared by an independent third party certified professional auditor that is experienced in the audit of commercial financial statements. Acceptable evidence of fiscal responsibility must be verifiable and accepted at the discretion of the contracting officer.

**L.6.2** Criminal background checks or professional licenses for those individuals identified as key personnel, including all principals, officers and individuals in positions designated to serve administrative functions. In this instance, administrative functions specifically refer to those individuals that will interface with DDS and conduct business regarding the Provider's organization in the name of the organization.

**L.6.3** \*Complete written job descriptions covering all positions within the Provider's program. Job descriptions shall include education, experience and/or licensing

certification criteria, description of duties and responsibilities, hours of work, salary range and performance evaluation criteria.

- L.6.4** \*Documentation that each staff person possesses adequate training, qualifications and competence to perform their assigned duties.
- L.6.5** \*Resumes of work experience and personal references for key personnel.
- L.6.6** Provider shall submit a draft Continuity of Operations Plan (COOP) as part of a Comprehensive Emergency Management Program using a comprehensive planning process based on federal guidance and best practices in emergency management and continuity planning in accordance with DDS COOP policy published on the DDS Internet website.
- L.6.7** \*At least three (3) relevant references or letters of support. References must include government or private organizations that referred individual(s) to whom services have been provided, or the legal guardians of individual(s) to whom services have been provided.
- L.6.8** \*A letter from the District Office of Provider Relations stating that the Provider's preliminary technical approval or a letter from DHCF stating that the Provider has been approved to provide services for one or more of the following waiver services: Residential Habilitation, Supported Living and Host Homes.
- L.6.9** Evidence of satisfactory Provider Certification Reviews within past 12 months.
- L.6.10** \*Demonstrated evidence of ability to support new developments to expand service delivery within its capability as determined by the persons' needs, including services for medically fragile persons, persons with autism spectrum disorder and/or dual diagnosis.
- L.6.11** Contractors that are not SBEs or whose HCA is expected to exceed \$250,000.00 shall make good faith efforts and submit a subcontracting plan according to Section H.10.
- L.6.12** The Provider Transition Plan, including benchmarks and milestones that describes how all settings in which waiver services are provided will fully comply with the federal HCBS Settings Rule by March 17, 2019.
- L.6.13** **CURRENT PROVIDERS IN GOOD STANDING THAT HAVE SATISFACTORILY COMPLETED PROVIDER CERTIFICATION REVIEWS FOR SUPPORTED LIVING, RESIDENTIAL HABILITATION AND HOST HOME SERVICES WITHIN THE PAST 12 MONTHS MAY SUBMIT ABBREVIATED APPLICATIONS, EXCLUDING THE ITEMS MARKED WITH AN ASTERISK (\*) ABOVE.**

**L.3     Proposal Submission Date and Time Late Submissions, Late Modifications, Withdrawal or Modification of Proposals and Late Proposals**

**L.3.1.     Proposal Submission**

- a. Proposals must be submitted no later than **the time specified on the e-Sourcing even**  
**L.7             Signing of Offers**

The Offeror shall sign the offer and print or type its name on the Solicitation, Offer and Award form of this solicitation. Offers 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

**L.8             Retention of HCA 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.

**L.9             Proposal Costs**

The District is not liable for any costs incurred by the Offerors in submitting proposals in response to this solicitation.

**L.10          Certificates of Insurance**

Prior to commencing work, the Contractor shall have its insurance broker or insurance company submit certificates of insurance giving evidence of the required coverages as specified in Section I.8 to the Contracting Officer.

**L.11          Acknowledgement 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 facsimile. 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.

**L.12          Familiarization with Conditions**

Offerors shall thoroughly familiarize themselves with the terms and conditions of this solicitation, acquainting themselves with all available information regarding difficulties that may be encountered, and the conditions under which the work is to be accomplished. Contractors will not be relieved from assuming all responsibility for properly estimating the difficulties and the cost of performing the services required herein due to their failure to investigate the conditions or to become acquainted with all information, schedules and liability concerning the services to be performed.



**L.13 General Standards of Responsibility**

The prospective contractor must demonstrate to the satisfaction of the District its capability in all respects to perform fully the contract requirements; therefore, the prospective contractor must submit the documentation listed below, within five (5) days of the request by the District:

- (1) Evidence of adequate financial resources to perform the contract or the ability to obtain those resources;
- (2) Evidence of ability to comply with the required or proposed delivery or performance schedule, based upon its existing commercial and government contract commitments;
- (3) Evidence of a satisfactory performance record;
- (4) Evidence of a satisfactory record of integrity and business ethics;
- (5) Evidence of 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;
- (6) Evidence of the necessary organization, experience, accounting, operational control, and technical skills; or evidence of the ability to obtain such.
- (7) Evidence of the necessary production, construction, technical equipment, and facilities; or evidence of the ability to obtain such.
- (8) Evidence that it has not exhibited a pattern of overcharging the District;
- (9) Evidence that it does not have an outstanding debt with the District or the federal government in a delinquent status, including evidence of compliance with applicable District licensing and tax laws and regulations.
- (10) Evidence that it is otherwise qualified and is eligible to receive an award under applicable laws and rules.

If the prospective contractor fails to supply the information requested, the CO shall make the determination of responsibility or non-responsibility based upon available information. If the available information is insufficient to make a determination of responsibility, the CO shall determine the prospective contractor to be non-responsible.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE \*\*\*\*\*

## **SECTION M - EVALUATION FACTORS**

### **M.1 EVALUATION FOR AWARD**

HCA's will be awarded to the qualified and responsible applicant(s) whose application(s) are most advantageous to the District, based upon the evaluation and qualification process set forth in Section L.1.

### **M.4 EVALUATION OF OPTION YEARS**

The District will evaluate offers for award purposes by evaluating all options as well as the base year. Evaluation of options shall not obligate the District to exercise them. The total District's requirements may change during the option years. Quantities to be awarded will be determined at the time each option is exercised.

### **M.5. PREFERENCES FOR CERTIFIED BUSINESS ENTERPRISES**

Under the provisions of the "Small, Local, and Disadvantaged Business Enterprise Development and Assistance Act of 2005", as amended, D.C. Official Code § 2-218.01 *et seq.* (the Act), the District shall apply preferences in evaluating proposals from businesses that are small, local, disadvantaged, resident-owned, longtime resident, veteran-owned, local manufacturing, or local with a principal office located in an enterprise zone of the District of Columbia.

#### **M.5.4 Verification of Offeror's Certification as a Certified Business Enterprise**

**M.5.4.1** Any vendor seeking to receive preferences on this solicitation must be certified at the time of submission of its proposal. The contracting officer will verify the Offeror's certification with DSLBD, and the Offeror should not submit with its proposal any documentation regarding its certification as a certified business enterprise.

**M.5.4.2** Any vendor seeking certification or provisional certification in order to receive preferences under this solicitation should contact the:

Department of Small and Local Business Development  
ATTN: CBE Certification Program  
441 Fourth Street NW, Suite 970N  
Washington DC 20001

**M.5.4.3** All vendors are encouraged to contact DSLBD at (202) 727-3900 if additional information is required on certification procedures and requirements.

### **M.6 EVALUATION OF PROMPT PAYMENT DISCOUNT**

**M.6.1** Prompt payment discounts shall not be considered in the evaluation of offers. However, any discount offered will form a part of the award and will be taken by the District if payment is made within the discount period specified by the Offeror.

**M.6.2** In connection with any discount offered, time will be computed from the date of delivery of the

## Residential Expenses

supplies to carrier when delivery and acceptance are at point of origin, or from date of delivery at destination when delivery, installation and acceptance are at that, or from the date correct invoice or voucher is received in the office specified by the District, if the latter date is later than date of delivery. Payment is deemed to be made for the purpose of earning the discount on the date of mailing of the District check.

\*\*\*\*\*NOTHING FOLLOWS ON THIS PAGE \*\*\*\*\*