

2. Amendment/Modification Number CW63013 - M014		3. Effective Date See Box 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 200S Washington, DC 20001				7. Administered by (If other than line 6) DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Kate Obert 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code _____ Facility _____				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CW63013			
				10B. Dated (See Item 13) July 31, 2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS, IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.						
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.						
	C. This supplemental agreement is entered into pursuant to authority of:						
	D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not <input type="checkbox"/> is <input checked="" type="checkbox"/> required to sign this document and submit one copy the Contracting Officer.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) <p style="text-align: center;">Contract No.: CW63013 is hereby modified as follows:</p> <ol style="list-style-type: none"> 1. Attachment A: Revise Price Schedule B reallocate funding across contract line-item numbers (CLINs) 2. Attachment B: Revise and Delete contract language in Section C.1 and across Section C.5 3. All Attachments (A, and B,) are hereby incorporated and made a part of this contract. <p style="text-align: center;">All other terms and conditions remain unchanged</p>							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print) <i>Herbert Atskey, President</i>				16A. Name of Contracting Officer For <i>Helena Barbour</i>			
15B. Name of Contractor <i>Liberty Healthcare Corporation</i> (Signature of person authorized to sign)		15C. Date Signed <i>9/27/21</i>		16B. District of Columbia <i>Jarad Dorsey</i> (Signature of Contracting Officer)		16C. Date Signed <i>9/27/2021</i>	

ATTACHMENT A

REVISED PRICE SCHEDULE

**Long Term Care Support Services/
Liberty Healthcare Corporation**
Modification M014

B.3.4 OPTION YEAR THREE (July 31, 2021 through July 30, 2022)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001D Section C.5.8	Intake Services	\$65.74 per referral	600	\$39,444.00	12,000	\$788,880.00
3002D Section C.5.9	Assess Applicant Programmatic (non- financial) eligibility	\$307.03 per assessment	600	\$184,218.00	10,000	\$3,070,300.00
3003D Section C.5.10	Referral to Providers	\$87.97 per referral	600	\$52,782	8,500	\$747,745.00
3004D	Assessment Upload	\$152.52 per assessment	10	\$1,525.20	1019	\$155,417.88
Total Estimated Price for CLINs 3001D-3004D				Minimum Total \$277,969.20		NTE Maximum Total \$4,762,342.88
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
3005D Section C.5.13	Maintain and Monitor a Quality Improvement and Integrity Program				1	541,101.00
3006D Section C.5.14	Implement and maintain a Medicaid Beneficiary and Provider Customer Support Service				1	\$758,576.00
3007D Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,087,401.00
Total Price for CLINs 3005D – 3007D					\$2,387,078.00	
Option Period Three Grand Total					NTE \$7,149,420.88	

ATTACHMENT B: Liberty Contract – CW63013 Language Changes

Item Number	Citation	Current Language	Insert New Language
1	New definition	<p>“DELETE” the current language (below):</p> <p>Intake: For purposes of billing, an intake occurs in cases in which a request for assessment is created in DCCC and an assessment occurs, or a withdrawal for a reason that is not classified as “Other” or “The person has been determined ineligible for prescribed services.”</p>	<p>“INSERT” the new language (below):</p> <p>Intake: For purposes of billing, an intake occurs in cases in which a request for assessment is created in The District of Columbia’s Clinical Case Management System and an assessment occurs, or a withdrawal for a reason that is not classified as “Other” or “The person has been determined ineligible for prescribed services.”</p>
2	New definition	<p>“DELETE” the current language (below):</p> <p>Global Referral: is an interagency care coordination tool that facilitates a continuum of care for a person by providing notification to provider agencies for needed actions. There are two types of Global Referral that can be sent to agencies:</p> <ul style="list-style-type: none"> • EPD Waiver - The EPD Waiver type of Global Referral is used to refer a person to DHCF for processing of the EPD Waiver application. <p>Level of Need Determination - The Level of Need Determination type of Global Referral is sent to ADRC, a Home Health Agency or Nursing Facility after the assessment has been completed if they are proven as eligible to go to either of these agencies for their care based on their Assessment score.</p>	<p>“INSERT” the new language (below):</p> <p>Global Referral: is an interagency care coordination tool that facilitates a continuum of care for a person by providing notification to provider agencies for needed actions. There are two types of Global Referral that can be sent to agencies:</p> <ul style="list-style-type: none"> • EPD Waiver - The EPD Waiver type of Global Referral is used to refer a person to Department of Aging and Community Living “DACL” for processing of the EPD Waiver application. <p>Level of Need Determination - The Level of Need Determination type of Global Referral is sent to DACL, a Home Health Agency or Nursing Facility after the assessment has been completed if they are proven as eligible to go to either of these agencies for their care based on their Assessment score.</p>

3	C.1	<p>“DELETE” the current language (below):</p> <p>DHCF has reformed the way in which Home and Community Based Long Term Care (HCB-LTC) services are delivered through the DC Medicaid program. LTCSS provide hands-on care to individuals with ongoing disabilities who need help performing activities that most people can perform for themselves; e.g., bathing, dressing, feeding themselves or toileting. The DC Medicaid program offers HCB-LTC services through multiple Medicaid benefits: such as through personal care aide services and home health care services authorized by the DC Medicaid State Plan, through two waiver programs that offer more intensive services to persons with physical or intellectual disabilities, and through a Money Follows the Person (MFP) program aimed at helping people living in nursing facilities return to the community.</p>	<p>“INSERT” the new language (below):</p> <p>DHCF has reformed the way in which Home and Community Based Long Term Care (HCB-LTC) services are delivered through the DC Medicaid program. LTSS provide hands-on care to individuals with ongoing disabilities who need help performing activities that most people can perform for themselves, e.g., bathing, dressing, feeding themselves or toileting. The DC Medicaid program offers HCB-LTC services through multiple Medicaid benefits: such as through personal care aide services and home health care services authorized by the DC Medicaid State Plan, through two waiver programs that offer more intensive services to persons with physical and intellectual disabilities, through a Money Follows the Person (MFP) program, aimed at helping people living in nursing facilities return to the community, and our Managed Care Program (MCO), to assist transfer from our MCO program to a waiver program or to access state plan services.</p>
4	C.3.1.22	<p>“DELETE” the current language (below):</p> <p>Re-Assessment: A comprehensive face-to-face assessment conducted by a registered nurse, licensed independent clinical social worker, (or clinician as identified by DHCF) annually, upon receipt of a complete Prescription Order Form (POP) whereby an initial face-to-face assessment had been conducted and (a) an annual assessment is due for Medicaid recertification, (b) as the result of a change in the individual's healthcare condition or acuity level, (c) requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted, or (d) is requested by an administrative law judge.</p>	<p>“INSERT” the new language (below):</p> <p>Re-Assessment: A comprehensive face-to-face assessment conducted by a registered nurse, licensed independent clinical social worker, (or clinician as identified by DHCF) annually, upon receipt of a complete Prescription Order Form (POF) whereby an initial face-to-face assessment had been conducted and (a) an annual assessment is due for Medicaid recertification, (b) as the result of a change in the individual's healthcare condition or acuity level, (c) requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted, or (d) is requested by an administrative law judge.</p>

5	C.5.8.4	<p>“DELETE” the current language (below):</p> <p>Following assessment, the Contractor shall issue a global referral, via the electronic case management system, the person to the applicable programs for which they qualify.</p>	<p>“INSERT” the new language (below):</p> <p>Following assessment, the Contractor shall issue a global referral, via, The District of Columbia’s Clinical Case Management System the person to the applicable programs for which they qualify.</p>
6	C.5.10.1	<p>“DELETE” the current language (below):</p> <p>The Contractor shall refer the person's case to a provider HCB-LT within twenty-four (24) hours of completion of the person's assessment that can provide the amount, duration, and scope of care authorized by the contractor. For hospital discharges, the Contractor shall refer the case to a provider of HCB-LT within 48 hours of receipt of a complete POF.</p>	<p>“INSERT” the new language (below):</p> <p>The Contractor shall refer the person's case to a provider HCB-LTCSS services within twenty-four (24) hours of completion of the person's assessment that can provide the amount, duration, and scope of care authorized by the contractor. For hospital discharges, the Contractor shall refer the case to a provider of HCB-LTCSS services within 48 hours of receipt of a complete POF.</p>
7	C.5.11.1	<p>“DELETE” the current language (below):</p> <p>The Contractor shall issue global referrals for beneficiaries utilizing State Plan home health services, EPD Waiver Services or other HCB-LTC services at the option of and as directed by DHCF. For hospital discharges, the contractor shall conduct the assessment, issue the global referral within two days of the submission of a complete POF. The Contractor shall conduct the assessment and issue global referrals for State Plan and EPD Waiver beneficiaries approved for LTCSS.</p>	<p>“INSERT” the new language (below):</p> <p>The Contractor shall issue global referrals for beneficiaries utilizing State Plan home health services, EPD Waiver Services or other HCB-LTCSS services at the option of and as directed by DHCF. For hospital discharges, the contractor shall conduct the assessment, issue the global referral within 48 hours of the submission of a complete POF. The Contractor shall conduct the assessment and issue global referrals for State Plan and EPD Waiver beneficiaries approved for LTCSS.</p>
8	C.5.12.1.1	<p>“DELETE” the current language (below):</p> <p>The Contractor shall conduct a face-to-face reassessment of each person's need for ADHP, services twelve (12) months from the date of the initial assessment and any subsequent reassessments, or as directed by the Contract Administrator, using the LT Assessment Tool. The Contractor shall provide a registered nurse (or clinician as identified by DHCF) to meet this requirement.</p>	<p>“INSERT” the new language (below):</p> <p>The Contractor shall conduct a face-to-face reassessment of each person's need for ADHP, State Plan PCA services and all EPD Waiver services at least once every twelve (12), or as directed by the Contract Administrator, using the LTCSS Assessment Tool. The Contractor shall provide a registered nurse (or clinician as identified by DHCF) to meet this requirement.</p>

9	C.5.12.5 New Section		<p>“INSERT” the new language (below) in new Section C.5.12.5:</p> <p>The contractor shall complete an upload of MCO based assessments into the DHCF Clinical Case Management System when a beneficiary is deemed to require LTCSS</p>
10	C.5.13.1.4 New Section		<p>“INSERT” the new language (below) in new Section C.5.13.1.4:</p> <p>The contractor shall establish standardized written procedures for the reporting, investigation, follow-up and tracking of any unexpected incident as outlined in DHCF’s Incident Reporting Policy</p>
11	C.5.18.1.2	<p>“DELETE” the current language (below):</p> <p>For EPD waiver requests, a report that includes total number of initial assessments and reassessments completed, total number of case manager attestations, and total number of cases in which LOC was not met.</p>	<p>“INSERT” the new language (below):</p> <p>For EPD waiver requests, a report that includes total number of initial assessments and reassessments completed, and total number of cases in which LOC was not met.</p>
12	C.5.19.1	<p>“DELETE” the current language (below):</p> <p>The contractor shall ensure that the Contractor’s organizational structure is sufficient to serve the needs of DHCF.</p>	<p>“INSERT” the new language (below):</p> <p>The contractor shall ensure that the Contractor’s organizational structure is sufficient to meet the needs of DHCF. The Contractor shall ensure competency for all staff have been met at time of onboarding and periodically for the length of the employment/independent contractor agreement.</p>
13	C.5.19.1.5	<p>“DELETE” the current language (below):</p> <p>Quality Improvement Manager</p>	<p>“INSERT” the new language (below):</p> <p>Quality Improvement Director</p>

14	C.5.20.5	<p>“DELETE” the current language (below):</p> <hr/> <p>The Contractor shall include in its start-up plan a training plan for its staff on the District's process, policies, and procedures for completing services.</p>	<p>“INSERT” the new language (below):</p> <p>The Contractor shall include in its start-up plan, and update in its operating manual, a training plan for its staff on the District's process, policies, and procedures for completing services.</p>
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LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change – Living Wage Adjustment 2020	No Cost
Modification M007A	Bilateral Change Funding Reallocation and Increase	\$142,780.00
Modification M008	Unilateral Change – Executed to exercise Option Period Two	\$7,012,780.00
Modification M009	Administrative Change – Living Wage Adjustment 2021	No Cost
Modification M010	Administrative Change - CA	No Cost
Modification M011	Bilateral Change verbiage change throughout Section C. Funding Reallocation across CLIN lines and an increase in contract amount. Revised amount \$7,142,255.47. This equates to a \approx 1.85% increase.	\$129,475.47
Modification M012	Unilateral Change - Executed to exercise Option Period Three	\$7,016,522.00
Modification M013	Administrative Change – CA	No Cost

Action	Period of Performance	Amount
Modification M014	Bilateral Change verbiage change in Section C.1 and throughout Section C.5. Funding reallocation across CLIN lines and a slight increase in contract amount. Revised amount \$7,149,420.88	\$132,898.88
Total Contract Value:		\$28,593,605.35

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013
Page 2 of 2

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change – Living Wage Adjustment 2020	No Cost
Modification M007A	Bilateral Change Funding Reallocation and Increase	\$142,170.00
Modification M008	Unilateral Change – Executed to exercise Option Period Two	\$7,012,780.00
Modification M009	Administrative Change – Living Wage Adjustment 2021	No Cost
Modification M010	Administrative Change - CA	No Cost
Modification M011	Bilateral Change – Language change throughout Section C. Funding Reallocation across CLIN lines and an increase in contract amount. Revised amount \$7,142,255.47. This equates to a \approx 1.85% increase.	\$129,475.47
Modification M012	Unilateral Change – Executed to exercise Option Period Three	\$7,016,522.00
Modification M013	Administrative Change – CA	No Cost
Total Contract Value:		\$28,460,096.47

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CW63013		Page of Pages 1 1	
2. Amendment/Modification Number CW63013 - M011		3. Effective Date See Box 16C		4. Requisition/Purchase Request No.	
				5. Solicitation Caption Long Term Care Support Services	
6. Issued by: OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 200S Washington, DC 20001		Code		7. Administered by (If other than line 5) DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Kate Obert 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)	
Code		Facility		10A. Modification of Contract/Order No. X CW63013	
				10B. Dated (See Item 13) July 31, 2018	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14.					
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in item 14 are made in the contract/order no. in item 10A.				
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data, etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.				
	C. This supplemental agreement is entered into pursuant to authority of				
	D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor is not <input type="checkbox"/> is <input checked="" type="checkbox"/> required to sign this document and submit one copy to the Contracting Officer.					
14. Description of Amendment/Modification (Organized by JCF Section headings, including solicitation/contract subject matter where feasible)					
<p align="center">Contract No.: CW63013 is hereby modified as follows:</p> <ol style="list-style-type: none"> Attachment A: Revised Price Schedule B reallocate funding across contract line item numbers (CLINs) 2001C and 2003C – “DELETE” CLIN 2004C <i>Review of Person-Centered Plans</i> in its entirety and “REPLACE” with CLIN 2004C <i>Assessment Upload</i> in its entirety. Attachment B: Revises and Delete contract language across Section C Attachment C: Adds new contract language for the Assessment Upload to Section C All Attachments (A, B, and C) are hereby incorporated and made a part of this contract. <p align="center">All other terms and conditions remain unchanged</p>					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print) <i>Herb Caskey, President</i>		16A. Name of Contracting Officer Helena Barbour			
15B. Name of Contractor <i>By: [Signature]</i> (Signature of person authorized to sign)		15C. Date Signed 4/14/21		16B. District of Columbia <i>Helena Barbour</i> (Signature of Contracting Officer)	
				16C. Date Signed 4/14/21	

ATTACHMENT A

Revised Price Schedule

**Long Term Care Support Services/
Liberty Healthcare Corporation**
Modification M011

B.3.2 OPTION YEAR TWO (July 31, 2020 through July 30, 2021)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001C Section C.5.8	Intake Services	\$63.60 per referral	600	\$38,160	12,000	\$763,200.00
2002C Section C.5.9	Assess Applicant Programmatic (non- financial) eligibility	\$298.27 per assessment	600	\$178,962	10,000	\$2,982,700.00
2003C Section C.5.10	Referral to Providers	\$85.20 per referral	600	\$51,120	8,500	\$724,200.00
2004C	Assessment Upload	\$149.13 per assessment	10	\$1,491.30	1019	\$151,963.47
Total Estimated Price for CLINs 2001C-2004C				Minimum Total \$269,733.30	NTE Maximum Total \$4,622,063.47	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
2005C Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$525,964.00
2006C Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$936,716.00
2007C Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,057,512.00
Total Price for CLINs 2005C – 2007C					\$2,520,192.00	
Option Period Two Grand Total					NTE \$7,142,255.47	

ATTACHMENT B: Liberty Contract – CW63013 Language Changes

	Citation	Current Language	Insert New Language
1	C.3.1.11	Incomplete POF: Any prescription order form that is missing the following accurate data: Medicaid number (if applicable), date of birth, DC Medicaid provider number, National Provider Identifier number, identified chronic medical conditions, clear indication of what activities of daily living the beneficiary is unable to perform.	Incomplete POF: Any prescription order form that is missing the following accurate data: Medicaid number (if applicable), date of birth, National Provider Identifier number, identified chronic medical conditions, clear indication of what activities of daily living the beneficiary is unable to perform.
2	New definition		Contact Attempt: Outreach intended to permit communication or information-sharing, including but not limited to, outbound telephone calls to applicants, beneficiaries, or their authorized representatives.
3	New definition		Intake: For purposes of billing, an intake occurs in cases in which a request for assessment is created in DCCC and an assessment occurs, or a withdrawal for a reason that is not classified as “Other” or “The person has been determined ineligible for prescribed services.”
4	New definition		Assessment Upload: An assessment that is performed on a beneficiary with a MCO service code at the request of a MCO that is subsequently entered into the Clinical Case Management System to facilitate the delivery of long term services and supports.
5	New definition		Licensed Independent Clinical Social Worker (LICSW): A person who, in addition to meets the requirements of the Districts Licensing, registration, or Certification of Health Professions (subchapter V of this chapter), has a master’s degree or a doctorate from a social work program accredited by the Council on Social Work Education, has satisfactorily completed the examination process at the independent level, and has at least 3,000 hours post-master’s or postdoctoral experience under the supervision of a licensed independent social worker over a period of not less than 2 or more than 4 years.

6	New definition		<p>Global Referral: is an interagency care coordination tool that facilitates a continuum of care for a person by providing notification to provider agencies for needed actions. There are two types of Global Referral that can be sent to agencies:</p> <ul style="list-style-type: none"> • EPD Waiver - The EPD Waiver type of Global Referral is used to refer a person to DHCF for processing of the EPD Waiver application. <p>Level of Need Determination - The Level of Need Determination type of Global Referral is sent to ADRC, a Home Health Agency or Nursing Facility after the assessment has been completed if they are proven as eligible to go to either of these agencies for their care based on their Assessment score.</p>
7	C.3.1.15	Long Term Care Services and Supports (LTCSS)	<p>Long Term Care Services and Supports (LTCSS)</p> <p>Add language at end of the definition: The terms: Long Term Care Services and Supports (LTCSS) and Long Term Services and Supports (LTSS) are used interchangeably and have the same meaning.</p>
8	C.3.1.22	<p>Re-Assessment: A comprehensive face-to-face assessment conducted by a registered nurse, (or clinician as identified by DHCF) annually, upon receipt of a complete Prescription Order Form (POP) whereby an initial face-to-face assessment had been conducted and (a) an annual assessment is due for Medicaid recertification, (b) as the result of a change in the individual's healthcare condition or acuity level, (c) requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted, or (d) is requested by an administrative law judge.</p>	<p>Re-Assessment: A comprehensive face-to-face assessment conducted by a registered nurse, licensed independent clinical social worker, (or clinician as identified by DHCF) annually, upon receipt of a complete Prescription Order Form (POP) whereby an initial face-to-face assessment had been conducted and (a) an annual assessment is due for Medicaid recertification, (b) as the result of a change in the individual's healthcare condition or acuity level, (c) requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted, or (d) is requested by an administrative law judge.</p>

9	C.3.1.23	Re-assessment Attestation: A document that is completed by the EPD Waiver Case Manager, Supervisory RN for State Plan beneficiaries, or nursing facility physician that is completed annually to attest that there has been no change in the beneficiary's functional status. If there has been no change, the provider can attest via the appropriate documentation, eliminating the need for a face-to-face assessment at recertification.	"DELETE" Section C.3.1.23 in its entirety and "REPLACE" with the word RESERVE .
10	C.5.6.1	In instances when an annual assessment is due to be completed for ADHP under 1915(i) or EPD waiver;	In instances when an annual assessment is due to be completed;
11	C.5.8.4	Following assessment, the Contractor shall refer, via the electronic case management system, the person to the applicable programs for which they qualify.	Following assessment, the Contractor shall issue a global referral, via the electronic case management system, the person to the applicable programs for which they qualify.
12	C.5.8.6	The Contractor shall provide weekend/holiday coverage for hospital discharge assessment requests daily from 8: 15 AM to 4:45 PM. The Contractor, for hospital discharges, shall contact the person within the first eight hours of the receipt of a complete POF and the Preadmission Screening Resident Review (PASRR) to ensure that the assessment is conducted, and the assessment determination is issued within forty-eight (48) hours of the receipt of a complete POF and PASRR.	The Contractor shall provide weekend/holiday coverage for hospital discharge assessment requests daily from 8: 15 AM to 4:45 PM. The Contractor, for hospital discharges, shall contact the person within the first eight hours of the receipt of a complete POF and the Preadmission Screening Resident Review (PASRR), if applicable, to ensure that the assessment is conducted, and the assessment determination is issued within forty-eight (48) hours of receipt of a complete POF and PASRR.
13	C.5.9.1.3	The Contractor shall conduct an initial assessment of the applicant's needs within three (3) business days from the receipt of the complete POF, unless the person's condition requires that an assessment be conducted sooner to expedite the provision of services to that person, or the person has requested a later date for the assessment. For hospital discharges, the contractor shall contact the person within the first eight hours of the receipt of a complete POF to ensure that the assessment is conducted, and the assessment determination is issued within twenty-four (24) hours of the submission of a complete POF.	The Contractor shall conduct an initial assessment of the applicant's needs within five (5) calendar days from the receipt of the complete POF, unless the person's condition requires that an assessment be conducted sooner to expedite the provision of services to that person, or the person has requested a later date for the assessment. For hospital discharges, the contractor shall contact the person within the first eight hours of the receipt of a complete POF to ensure that the assessment is conducted, and the assessment determination is issued within forty eight (48) hours of the submission of a complete POF.

14	C.5.9.1.6	Denial notices should be issued when the Contractor has made three separate attempts to reach the person; if the Medicaid Code/Program Code is determined to be ineligible for LTSS; or if the person does not meet the eligibility criteria for PCA or ADHP services, or nursing facility level of care.	Denial notices should be issued when the Contractor has made three (3) separate contact attempts within five (5) calendar days and is unable to contact the person to schedule the assessment; if the Medicaid Code/Program Code is determined to be ineligible for LTSS; or if the person does not meet the eligibility criteria for PCA or ADHP services, or nursing facility level of care.
15	C.5.9.1.7	If during the assessment the contractor identifies needs outside the scope of services offered under LTSS, the contractor shall document these needs on the assessment tool/determination sheet and make a referral to an appropriate entity based upon DHCF guidance, the Aging and Disability Resource Center (ADRC) or additional assistance, community-based services, and person-centered service planning as appropriate, and explain brochure/fact sheet for referral to skilled or behavioral health services.	"DELETE" Section C.5.9.1.7 in its entirety and "REPLACE" with the word RESERVE .
16	C.5.10.1	The Contractor shall refer the person's case to a provider HCB-LTC within twenty-four (24) hours of completion of the person's assessment that can provide the amount, duration, and scope of care authorized by the contractor. For hospital discharges, the Contractor shall refer the case to a provider of HCB-LTC within 24 hours of receipt of a complete POF.	The Contractor shall refer the person's case to a provider HCB-LT within twenty-four (24) hours of completion of the person's assessment that can provide the amount, duration, and scope of care authorized by the contractor. For hospital discharges, the Contractor shall refer the case to a provider of HCB-LT within 48 hours of receipt of a complete POF.
17	C.5.10.4	The Contractor shall, with the person and/or the person's authorized representative, collect the person's choice of six (6) providers. The contractor shall manage the provider acceptance process and request prior authorization for service delivery.	The Contractor shall, with the person and/or the person's authorized representative, collect the person's choice of six (6) providers. The contractor shall collect additional choices if none of the original six choices are unable to provide services.
18	C.5.10.5	The Contractor shall provide a summary of DHCF's "HHA Referral and Reasons for Denial Form" on a weekly basis.	"DELETE" Section C.5.10.5 in its entirety and "REPLACE" with the word RESERVE .
19	C.5.10.6	The Contractor shall secure notice in writing from providers of their acceptance and refusal of referred person's case to a HCB-LT provider for PCA services and ensure that a reason for denial is indicated on the reasons for denial form.	"DELETE" Section C.5.10.6 in its entirety and "REPLACE" with the word RESERVE .

20	C.5.11 C.5.11.1	Service Authorization Requests The Contractor shall request service authorizations for beneficiaries utilizing State Plan home health services, EPD Waiver Services or other HCB-LTC services at the option of and as directed by DHCF. Authorization of PCA services shall be requested within 24 hours of the provider's acceptance of the case. For hospital discharges, the contractor shall conduct the assessment, issue the assessment determination, and request the service authorization to the provider within forty-eight (48) hours of the submission of a complete POF. The Contractor shall conduct the assessment and request authorization of services for State Plan and EPD Waiver beneficiaries approved for LTCSS.	Global Referrals The Contractor shall issue global referrals for beneficiaries utilizing State Plan home health services, EPD Waiver Services or other HCB-LTC services at the option of and as directed by DHCF. For hospital discharges, the contractor shall conduct the assessment, issue the global referral within two days of the submission of a complete POF. The Contractor shall conduct the assessment and issue global referrals for State Plan and EPD Waiver beneficiaries approved for LTCSS.
21	C.5.12	Re-Assessment, Update Current Service Authorizations and Review of Person-Centered Service Plans:	Re-Assessment:
22	C.5.12.1.1	The Contractor shall conduct a face-to-face reassessment of each person's need for ADHP, services twelve (12) months from the date of the initial assessment and any subsequent reassessments, or as directed by the Contract Administrator, using the LT Assessment Tool. The Contractor shall provide a registered nurse (or clinician as identified by DHCF) to meet this requirement.	The Contractor shall conduct a face-to-face reassessment of each person's need for ADHP, State Plan PCA services and all EPD Waiver services at least once every twelve (12), or as directed by the Contract Administrator, using the LT Assessment Tool. The Contractor shall provide a registered nurse (or clinician as identified by DHCF) to meet this requirement.
23	C.5.12.1.2	The Contractor shall conduct a comprehensive face-to-face reassessment for LTCSS. For PCA, the contractor shall conduct a face-to-face re-assessment for those beneficiaries who experience a change in health condition (as verified by the home health agency's registered nurse) and have submitted a complete POF. For EPD Waiver, the Contractor shall only conduct face-to-face reassessments for individuals pursuant to a case manager's attestation of a change in health condition and an accompanying complete POF or at the request of DHCF. A case manager attestation shall be completed following the completion of a full assessment in the clinical case management system. For nursing facility services, the Contractor shall only complete a reassessment when there has been a determination by DHCF (or its agent) for decertification.	The Contractor shall conduct a comprehensive face-to-face reassessment for LTCSS for those beneficiaries who experience a change in health condition (as verified by the home health agency's registered nurse, or a case manager) and have submitted a complete POF. For nursing facility services, the Contractor shall complete a reassessment when there has been a determination by DHCF (or its agent) for decertification, or once every three years of continuous enrollment, as directed by DHCF.

24	C.5.12.1.3	The Contractor shall complete the LOC for re-certifications within seventy-two (72) hours of receiving the LOC evaluation/attestation from the case manager.	“DELETE” Section C.5.12.1.3 in its entirety and “REPLACE” with the word RESERVE
25	C.5.12.4	The Contractor shall review person-centered service plans (PCSP) for ADHP services within twenty-four (24) hours of receipt of notice/request in DHCF's electronic case management system. Request for PCSP review by the Contractor will be sent via the electronic case management system from ADRC, DHCF, or case manager providers.	“DELETE” Section C.5.12.4 in its entirety and “REPLACE” with the word RESERVE
26	C.5.13.1.3	The Contractor shall use methods to promote quality improvement and program integrity to include home visits and reporting and responding to beneficiary complaints related to services authorized by the Contractor. The Contractor shall develop and calculate metrics of provider performance approved by DHCF that address the provision of authorized services.	The Contractor shall use methods to promote quality improvement and program integrity by reporting beneficiary complaints related to services authorized by the Contractor.
27	C.5.14.1.1	The Contractor shall provide a toll-free telephone number that provides a 24-hour, 7 days per week point of contact with the Contractor for potential beneficiaries (persons), enrolled persons, referring or ordering providers, and providers delivering HCB-LTC services to DC Medicaid beneficiaries. The Contractor's phone number shall have TTY services available as well as a language translation line as needed.	The Contractor shall provide a toll-free telephone number that provides a 24-hour, 7 days per week point of contact with the Contractor for potential beneficiaries (persons), enrolled persons, referring or ordering providers, and providers delivering HCB-LTC services to DC Medicaid beneficiaries. The Contractor's shall have TTY services available, or functionality to assist deaf, speech impaired and hearing-impaired individuals, as well as a language translation line as needed.
28	C.5.18.1.1	Report per service detailing unduplicated referrals for PCA, nursing facility, ADHP or EPD waiver services; of the EPD requests, identify total number of initial requests and total number of recertification requests.	“DELETE” Section C.5.18.1.1 in its entirety and “REPLACE” with the word RESERVE
29	C.5.18.1.2	For EPD waiver requests, a report that includes total number of initial assessments and reassessments completed total number of case manager attestations, and total number of LOC denials.	For EPD waiver requests, a report that includes total number of initial assessments and reassessments completed, total number of case manager attestations, and total number of cases in which LOC was not met.
30	C.5.20.5	The Contractor shall include in its start-up plan a training plan for its staff on the District's process, policies, and procedures for completing services.	The Contractor shall include in its start-up plan, and update in its operating manual, a training plan for its staff on the District's process, policies, and procedures for completing services.

31	C.5.12	DELIVERABLE 4 Issue service authorizations for the delivery of PCA and ADHP services (or any additional services added) within 24 hours of completion of the face-to-face assessment.	“DELETE” Section C.5.12 in its entirety and “REPLACE” with the word RESERVE
32	C.5.12	DELIVERABLE 5 Provide a summary of DHCF’s “HHA Referral and Reasons for Denial Form” on a weekly basis.	“DELETE” Section C.5.12 in its entirety and “REPLACE” with the word RESERVE
33	C.5.12	Section C.5.12 Review of Person-Centered Service Plans	“DELETE” Section C.5.12 title Review of Person-Centered Service Plan.

ATTACHMENT C: Liberty Contract – Assessment Upload

1. **“DELETE”** Section C.1 paragraph two in its entirety and **“INSERT”** Section C.1 paragraph two, the following language:

DHCF has reformed the way in which Home and Community Based Long Term Care (HCB-LTC) services are delivered through the DC Medicaid program. LTSS provide hands-on care to individuals with ongoing disabilities who need help performing activities that most people can perform for themselves, e.g., bathing, dressing, feeding themselves or toileting. The DC Medicaid program offers HCB-LTC services through multiple Medicaid benefits: such as through personal care aide services and home health care services authorized by the DC Medicaid State Plan, through two waiver programs that offer more intensive services to persons with physical and intellectual disabilities, through a Money Follows the Person (MFP) program, aimed at helping people living in nursing facilities return to the community, and our Managed Care Program (MCO), to assist transfer from our MCO program to a waiver program or to access state plan services.

2. In Section C.5.12 **“ADD”** new subsection C.5.12.5 with the language below: to read as the follows:

C.5.12.5 The contractor shall complete an upload of MCO based assessments into the DHCF Case Management system when a beneficiary is deemed to require LTSS.


3. **“DELETE”** the acronym LTCSS throughout the contract and various modifications, and **“REPLACE”** with the acronym LTC throughout the contract and various modifications.

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change – Living Wage Adjustment 2020	No Cost
Modification M007A	Bilateral Change Funding Reallocation and Increase	\$142,780.00
Modification M008	Unilateral Change – Executed to exercise Option Period Two	\$7,012,780.00
Modification M009	Administrative Change – Living Wage Adjustment 2021	No Cost
Modification M010	Administrative Change - CA	No Cost
Modification M011	Bilateral Change verbiage change throughout Section C. Funding Reallocation across CLIN lines and an increase in contract amount. Revised amount \$7,142,255.47. This equates to a \approx 1.85% increase.	\$129,475.47
Total Contract Value:		\$21,444,184.47

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. Contract Number CW63013		Page of Pages 1 6	
2. Amendment/Modification Number CW63013 - M010		3. Effective Date See Box 16C		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Code				7. Administered by (If other than line 6)			
OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 700S Washington, DC 20001				DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Todd Graybill 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code Facility				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CW63013			
				10B. Dated (See Item 13) July 31, 2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) 1. "DELETE" Section G.9.2 in its entirety to change the name of the Contract Administrator, and "REPLACE" with Section G.9.2 . The address and telephone number of the CA is: Derdire Coleman Long Term Care Administration Department of Health Care Finance 441 4 th St., NW, Suite 900S Washington, DC 20001 Derdire.coleman@dc.gov							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Helena Barbour			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				 For Helena Barbour (Signature of Contracting Officer)		3/21/2021	

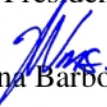
**GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF CONTRACTING AND PROCUREMENT**



DATE: February 25, 2021

TO: Derdire "De" Coleman Contract
Administrator

CC: ~~Eddy Broadway~~ Kate Obert
~~Vice President~~ Director of Operations

FROM:  for
Helena Barbour
Contracting Officer

SUBJECT: Contract Administrator (CA) Delegation Memorandum
CONTRACT NO.: CW63013 Long Term Care Support Services

You are hereby appointed to act as the Contract Administrator (CA) for Contract CW63013 with Liberty Healthcare Corporation. The Records Management and Support Services contractor is responsible for providing: (1) intake services, (2) assess applicant programmatic (non-financial) eligibility, (3) determine level of care, (4) recommend a range of service hours, and (5) link home health provider services to beneficiaries.

As the CA, your primary duty is to monitor the contractor's performance to ensure that all of the technical requirements under the contract are met by the delivery date or within the period of performance, and at the price or within the estimated cost stipulated in the contract.

In the performance of the duties delegated to you in this letter, you are cautioned that you could be held personally liable for actions taken or directions given by you to the contractor that are beyond the authorities given to you in this letter. The duties or authorities in this letter are not delegable; therefore, you must advise the Contracting Officer, Helena Barbour or the Contract Specialist, Tracy Williams immediately if you are unable to perform these duties.

This CA Appointment Delegation Letter shall remain in effect throughout the duration of the contract unless your appointment is rescinded in writing by the Contracting Officer. If your appointment is rescinded or terminates for any reason before completion of this contract, you are required to turn your records and files over to the successor CA or obtain disposition instructions from the Contracting Officer. If you are reassigned or separated from service at the Office of Contracts and Procurement, you shall request termination and relief from the Contracting Officer sufficiently in advance of your reassignment or separation to permit timely appointment of a

successor CA. Your appointment as the CA under the contract will be terminated upon receipt of a written notice of termination from the Contracting Officer.

Training Requirements:

General Training – Your official appointment as a CA mandates that you meet the CA general training requirements by completing the listed 17 hours of classroom training no later than 60 days of the date of this Appointment Delegation Letter.

- 1) Creating Effective Statements of Work (3 hours)
- 2) Contract Administrator (12 hours)
- 3) PASS Buyer (2 Hours)

Contract Administrator training completed prior to October 1, 2016 is void.
Statement of Work training completed prior to January 1, 2018 is void.

Continuing Professional Education - To maintain professional knowledge and skills currency, you shall complete a minimum of six (6) hours of continuous professional education every two years, beginning with the date of your appointment. The OCP Chief Learning Officer will identify training that is considered appropriate for fulfilling this requirement, and will identify training sources and inform CAs in Letters of Continuing Professional Education Status and/or other appropriate communications. Hours in excess of the minimum requirements may not be carried forward for credit beyond the current period.

Duties and Limitations

1. Ensure that the contractor complies with all of the requirements of the statement of work, specifications, or performance work statement, and when requested by the contractor, provide technical direction to the contractor. Your technical assistance must be within the scope of the contract (e.g., interpreting specifications, statement of work, performance work statement, etc.). You must notify the Contracting Officer immediately when a difference of opinion between you and the contractor occurs;
2. Inspect and accept or reject all deliverables under the contract;
3. Ensure that the contractor personnel qualifications are of the same caliber that was originally proposed by the contractor to DC Government. The CA may not substitute key personnel without the Contracting Officer's approval;
4. Review the contractor's invoices, vouchers, timesheets, travel claims etc., for reasonableness and applicability to the contract, and promptly approve all proper invoices for payment to ensure compliance with the Prompt Payment Act. **The CA must exercise extreme caution in the certification of submitted invoices to ensure that the contractor is charging the proper prices;**

5. You cannot authorize the contractor to stop work, and you are not authorized to delete, change, waive, or negotiate any of the technical requirements or other terms and conditions of the contract. Should any change to the contract become necessary, it must be made by a contract modification issued by the Contracting Officer. When in doubt, contact the Contracting Officer;
6. The contractor must request in writing to the Contracting Officer any changes to the contract. You will be required to provide the Contracting Officer with a written analysis and rationale for the change and to evaluate any additional costs associated with the change;
7. You must also recognize and report to the Contracting Officer any changes required by your agency to the contract (e.g., items or work no longer required, changes in the specifications, etc.);
8. When applicable, make site visits to the contractor's location to: (1) evaluate the contractor's performance; (2) evaluate any changes in the technical performance affecting personnel, the schedule, deliverables, and price or costs; (3) inspect and monitor the use of DC Government property, if applicable; and (4) ensure that contractor employees being charged to the contract are actually performing the work under the contract. You must prepare a trip report fully documenting all activities during the visit and provide a copy to the Contracting Officer within three working days after the visit;
9. Fully inform the Contracting Officer of any technical and contractual difficulties that are encountered throughout the duration of the contract;
10. Evaluate proposals for and participate in negotiation of Change Orders, Contract Modifications, and Contract Claims at the request of the Contracting Officer;
11. Maintain your independent status of the contractor in the interest of procurement integrity as well as sound contract management. Proper care should be taken to avoid improper business practices and personal conflicts of interest consistent with Chapter 18 of the District's Personnel Manual; maintain an organized contract administration file to record all contractor and DC Government actions pertaining to the contract. You must document the file to record each meeting and telephone conversation with the contractor. A daily log book is recommended which should reflect the date, time, name, and title of the contractor's representatives involved in any discussions, and the details of the meeting or conversation. The CA's file is of particular importance since the documentation of your interaction with the contractor may be used in the event of litigation. In addition, an organized file facilitates an easy transition from one CA to another if reassignment becomes necessary; and,
12. Every 30 days after the contractor has met all terms and conditions of the contract you must [evaluate the contractor's performance](#) using the E-Val system available at OCP's Intranet Site.

As a CA, your suggestions to the Contractor may be construed as instructions and lead to claims for additional compensation, or to a release of the Contractor from its obligations under the Contract. Although suggestions sometimes work out, they may lead to misunderstandings. While the CA may make technical decisions, you are not authorized to change any of the standards, terms and conditions of the contract or take any contract administrative actions, unless they are clearly authorized by this delegation memorandum. Only the Contracting Officer can make changes to the contract.

As a CA for this Contract, if you believe you may have direct or indirect financial interests which would place you in a position where there is, or may appear to be, a conflict between your private interest and public interests, you must immediately advise the Contracting Officer of this conflict in writing so that appropriate actions are taken. You must avoid the appearance of a conflict to maintain public confidence in the DC Government's conduct of business.

Please acknowledge your understanding and acceptance of this appointment delegation by signing below. The Contracting Officer must also sign below.

Please direct any questions you may have on this appointment delegation to the Contracting Officer.

Contracting Officer:	Helena Barbour
Contract Specialist:	Tracy Williams
Contract Administrator's Name:	Derdire Coleman
Contract Administrator's Supervisor's Name:	Ieisha Gray
Contract Number:	CW63013
Contractor:	Liberty Healthcare Corporation

<u><i>Derdire Coleman</i></u>	<u>3/17/2021</u>
Signature of Contract Administrator	Date

<u><i>Ieisha Gray</i></u>	<u>3/17/2021</u>
Signature of Contract Administrator's Supervisor	Date

<u><i>Tracy Williams</i></u>	<u>3/21-2021</u>
Signature of Contract Specialist	Date

<u><i>Tracy Williams</i> For Helena Barbour</u>	<u>3/21-2021</u>
Signature of Contracting Officer	Date

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change – Living Wage Adjustment 2020	No Cost
Modification M007A	Bilateral Change Funding Reallocation and Increase	\$142,170.00
Modification M008	Unilateral Change – Executed to exercise Option Period Two	\$7,012,780.00
Modification M009	Administrative Change – Living Wage Adjustment 2021	No Cost
Modification M010	Administrative Change - CA	No Cost
Total Contract Value:		\$21,314,099.00

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. Contract Number CW63013		Page of Pages 1 5	
2. Amendment/Modification Number M009		3. Effective Date January 1, 2021		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Code				7. Administered by (If other than line 6)			
OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 700S Washington, DC 20001				DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Todd Graybill 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code Facility				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CW63013			
				10B. Dated (See Item 13) July 31, 2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X		A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
		B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
		C. This supplemental agreement is entered into pursuant to authority of:					
		D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
A. In accordance with section 38(d) of the Standard Contract Provisions (Way to Work Amendment Act of 2006), effective January 1, 2021 until June 30, 2021, the living wage rate is \$15.00 per hour. B. The Living Wage Act Fact Sheet for 2021 is attached and hereby incorporated in the contract as Attachment J.6. C. The Living Wage Act Notice for 2021 is attached and hereby incorporated in the contract as Attachment J.5. All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer For Helena Barbour			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia <i>Tracy Williams</i>		16C. Date Signed 1/31/2021	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Official Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2021 until June 30, 2021, the living wage rate is \$15.00 per hour.

Effective July 1, 2021, the District's Minimum Wage will increase again based on the CPI as of December 31, 2020.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District's current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;

6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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 students not replace employees subject to the Living Wage Act;
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 of Columbia;
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 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for 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; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2021 until June 30, 2021, the living wage rate is \$15.00 per hour.

Effective July 1, 2021, the District's Minimum Wage will increase again based on the CPI as of December 31, 2020.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreements results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change - Living Wage Adjustment	No Cost
Modification M007A	Bilateral Change – Funding Reallocation Between CLINs	\$142,780.00
Modification M008	Unilateral Change - Executed to exercise Option Period Two	\$7,012,780.00
Modification M009	Administrative Change - Living Wage Adjustment	No Cost
Total Contract Value:		\$21,314,709.00

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. Contract Number CW63013		Page of Pages 1 3	
2. Amendment/Modification Number M008		3. Effective Date 7/31/2020		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Code _____ Office of Contracting and Procurement 441 4 th Street NW, Suite 700S Washington, DC 20001				7. Administered by (If other than line 6) Department of Health Care Finance 441 4 th Street NW, Suite 900S Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation 401 East City Avenue, Suite 820 Bala Cynwyd, PA 19004 Code _____ Facility _____				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CW63013			
				10B. Dated (See Item 13) March 15, 2016			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.						
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.						
	C. This supplemental agreement is entered into pursuant to authority of:						
	D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document ____0____ original copies to the issuing office.							
14. Description of Amendment/Modification <p style="text-align: center;">Contract No. CW63013 is hereby as follows:</p> <ol style="list-style-type: none"> Pursuant to Section F.2 of the contract, the Contracting Officer, hereby exercises Option Period One (1), extending the term of the contract for a period of twelve, (12) months commencing on July 31, 2020 through July 30, 2021 in the Not-to- Exceed amount of \$7,012,780.00 Attachment A: Price Schedule B.3.3 is hereby incorporated and made a part of this contract. <p style="text-align: center;">All other terms and conditions remains unchanged</p> <p>Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.</p>							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Helena Barbour			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia <i>Helena Barbour</i>		16C. Date Signed 7/20/20	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

ATTACHMENT A

**Long Term Care Support Services/
Liberty Healthcare Corporation
Modification M008**

B.3.2 OPTION YEAR TWO (July 31, 2020 through July 30, 2021)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001C Section C.5.8	Intake Services	\$63.60 per referral	600	\$38,160	10,000	\$636,000
2002C Section C.5.9	Assess Applicant Programmatic (non- financial) eligibility	\$298.27 per assessment	600	\$178,962	10,000	\$2,982,700
2003C Section C.5.10	Referral to Providers	\$85.20 per referral	600	\$51,120	8,000	\$681,600
2004C Section C.5.12	Review of Person- Centered Service Plans	\$60.09 per assessment	600	\$36,054	3,200	\$192,288
Total Estimated Price for CLINs 2001C-2004C				Minimum Total \$304,296	NTE Maximum Total \$4,492,588	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
2005C Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$525,964
2006C Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$936,716
2007C Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,057,512
Total Price for CLINs 2005C – 2007C					\$2,520,192	
Option Period Two Grand Total					NTE \$7,012,780	

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change - Living Wage Adjustment	No Cost
Modification M008	Unilateral Change - Executed to exercise Option Period Two	\$7,012,780.00
Total Contract Value:		\$21,171,929.00

000037

ATTACHMENT A

REVISED PRICE SCHEDULE B:

Long Term Care Support Services/
Liberty Healthcare Corporation
Modification M007A
Page 2 of 2

B.3.2 Option Period One (1) (July 31, 2019 through July 30, 2020)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001B Section C.5.8	Intake Services	\$61.57 per referral	600	\$36,942	13,000	\$800,410
1002B Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 289.90 per assessment	600	\$173,940	10,500	\$3,043,950
1003B Section C.5.10	Referral to Providers	\$82.57per referral	600	\$49,542	8,000	\$660,560
1004B Section C.5.12	Review of Person- Centered Service Plans	\$58.40 per assessment	0	0	0	0
Total Estimated Price for CLINs 1001B-1004B				Minimum Total \$260,424	Not to Exceed (NTE) Maximum Total \$4,504,920	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
1005B Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$ 511,418
1006B Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$ 715,513
1007B Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$ 1,028,901
Total Price for CLINs 1005B – 1007B					\$ 2,255,832	
Base Period Grand Total						NTE \$ 6,760,752

Signature: Helena Barbour
Helena Barbour (Jun 1, 2020 09:42 EDT)

Email: helena.barbour@dc.gov




M007A - Bilateral Reallocation of Funding

Final Audit Report

2020-06-01

Created:	2020-06-01
By:	Tracy Williams (tracy.williams2@dc.gov)
Status:	Signed
Transaction ID:	CBJCHBCAABAAN0t7XZH5Qgxqxq5gPqFh3G2EFm9uqu51

"M007A - Bilateral Reallocation of Funding" History

-  Document created by Tracy Williams (tracy.williams2@dc.gov)
2020-06-01 - 1:39:00 PM GMT- IP address: 71.191.54.155
-  Document emailed to Helena Barbour (helena.barbour@dc.gov) for signature
2020-06-01 - 1:39:45 PM GMT
-  Email viewed by Helena Barbour (helena.barbour@dc.gov)
2020-06-01 - 1:42:11 PM GMT- IP address: 98.204.230.83
-  Document e-signed by Helena Barbour (helena.barbour@dc.gov)
Signature Date: 2020-06-01 - 1:42:53 PM GMT - Time Source: server- IP address: 98.204.230.83
-  Signed document emailed to Tracy Williams (tracy.williams2@dc.gov) and Helena Barbour (helena.barbour@dc.gov)
2020-06-01 - 1:42:53 PM GMT

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. Contract Number CW63013		Page of Pages 1 5	
2. Amendment/Modification Number CW63013 - M007		3. Effective Date January 1, 2020		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Code				7. Administered by (If other than line 6)			
OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 700S Washington, DC 20001				DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Todd Graybill 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code Facility				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CW63013			
				10B. Dated (See Item 13) July 31, 2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)							
A. In accordance with section 38(d) of the Standard Contract Provisions (Way to Work Amendment Act of 2006), the living wage rate is hereby adjusted to \$14.65 per hour, effective from January 1, 2020 through June 30, 2020. Effective on July 1, 2020, the living wage rate will be adjusted to \$15.00 per hour.							
B. The Living Wage Act Fact Sheet for 2020 is attached and hereby incorporated in the contract as Attachment J.6.							
C. The Living Wage Act Notice for 2020 is attached and hereby incorporated in the contract as Attachment J.5.							
All other terms and conditions remain unchanged							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer			
				Helena Barbour <i>for</i>			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia		16C. Date Signed	
(Signature of person authorized to sign)				<i>[Signature]</i>		1/15/2020	

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
DIRECTOR

LIVING WAGE ACT FACT SHEET

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Effective July 1, 2020, the living wage rate and the minimum wage rate are \$15.00 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions -- The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
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6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;
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 of Columbia;
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 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for 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; D.C. Official Code § 44-501; and
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Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to "File a Claim" tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

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THE LIVING WAGE ACT OF 2006

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Effective July 1, 2020, the living wage rate and the minimum wage rate are \$15.00 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.

Certain exemptions apply: 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreements results in employees being paid no less than the current living wage; 3) contracts for electricity, telephone, water, sewer performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business. All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services, Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change - Living Wage Adjustment	No Cost
Total Contract Value:		\$14,159,149.00

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CW63013		Page of Pages 1 2	
2. Amendment/Modification Number CW63013 - M006		3. Effective Date See Box 16C		4. Requisition/Purchase Request No.	
5. Solicitation Caption Long Term Care Support Services		6. Issued by: OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 700S Washington, DC 20001		7. Administered by (If other than line 6) DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Todd Graybill 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004		9A. Amendment of Solicitation No.		9B. Dated (See Item 11)	
Code		Facility		10A. Modification of Contract/Order No. X CW63013	
				10B. Dated (See Item 13) July 31, 2018	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment: (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.					
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.					
C. This supplemental agreement is entered into pursuant to authority of:					
D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
1. "DELETE" Section G.9.2 in its entirety to change the name of the Contract Administrator, and "REPLACE" with Section G.9.2 . The address and telephone number of the CA is: Matthew McKearn Long Term Care Administration Department of Health Care Finance 441 4 th St., NW, Suite 900S Washington, DC 20001 (202) 478-5806 Matthew.mckearn@dc.gov					
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.					
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer for Helena Barbour			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia	
(Signature of person authorized to sign)				(Signature of Contracting Officer)	
				16C. Date Signed 11/7-2018	

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Total Contract Value:		\$14,159,149.00


000047

ATTACHMENT A

Long Term Care Support Services/
Liberty Healthcare Corporation
Page 2 of 2
Modification M005

B.3.1 BASE YEAR (July 31, 2018 through July 30, 2019)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001A Section C.5.8	Intake Services	\$59.11 per referral	600	\$35,466	11,300	\$667,943
0002A Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 280.71 per assessment	600	\$168,426	10,000	\$2,807,100
0003A Section C.5.10	Referral to Providers	\$79.43 per referral	600	\$47,658	8,000	\$635,440
0004A Section C.5.12	Review of Person- Centered Service Plans	\$56.46 per assessment	600	\$33,876	1,839	\$103,830
Total Estimated Price for CLINs 0001A-0004A				Minimum Total \$285,426	Not to Exceed (NTE) Maximum Total \$4,214,313	
Contract Line Item No. (CLIN)	Item Description	Quantity		Total Price		
0005A Section C.5.13	Establish and implement a Quality Improvement and Integrity Program	1		\$ 497,515		
0006A Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service+	1		\$ 1,827,833		
0007A Section C.5.15	Provide related administrative functions including the participation in administrative hearings	1		\$ 1,001,517		
Total Price for CLINs 0005A - 0007A				\$3,326,865		
Base Period Grand Total				NTE \$7,541,178		

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT				1. Contract Number CW63013		Page of Pages 1 2	
2. Amendment/Modification Number M004		3. Effective Date 7/31/2019		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Code _____ Office of Contracting and Procurement 441 4 th Street NW, Suite 700S Washington, DC 20001				7. Administered by (If other than line 6) Department of Health Care Finance 441 4 th Street NW, Suite 900S Washington, DC 20001			
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation 401 East City Avenue, Suite 820 Bala Cynwyd, PA 19004 Code _____ Facility _____				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No.		X CW63013	
				10B. Dated (See Item 13)		March 15, 2016	
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.						
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.						
	C. This supplemental agreement is entered into pursuant to authority of:						
	D. Other (Specify type of modification and authority)						
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document ____0____ original copies to the issuing office.							
14. Description of Amendment/Modification <div style="text-align: center;">Contract No. CW63013 is hereby as follows:</div> <ol style="list-style-type: none"> Pursuant to Section F.2 of the contract, the Contracting Officer, hereby exercises Option Period One (1), extending the term of the contract for a period of twelve, (12) months commencing on July 31, 2019 through July 30, 2020 in the Not-to- Exceed amount of \$6,617,972.00 Attachment A: Price Schedule B.3.2 is hereby incorporated and made a part of this contract. <div style="text-align: center;">All other terms and conditions remains unchanged</div>							
Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Helena Barbour			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia 		16C. Date Signed 6/13/19	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

ATTACHMENT A

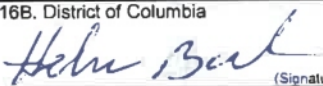
Long Term Care Support Services/ Liberty Healthcare Corporation

Page 2 of 2

Modification M004

B.3.2 OPTION YEAR ONE (July 31, 2019 through July 30, 2020)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001B Section C.5.8	Intake Services	\$61.57 per referral	600	\$36,942	10,000	\$615,700
1002B Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 289.90 per assessment	600	\$173,940	10,000	\$2,899,000
1003B Section C.5.10	Referral to Providers	\$82.57 per referral	600	\$49,542	8,000	\$660,560
1004B Section C.5.12	Review of Person- Centered Service Plans	\$58.40 per assessment	600	\$35,040	3,200	\$186,880
Total Estimated Price for CLINs 1001B-1004B				Minimum Total \$295,464	NTE Maximum Total \$4,362,140	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
1005B Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$511,418
1006B Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$715,513
1007B Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,028,901
Total Price for CLINs 1005B – 1007B					\$2,255,832	
Option Period One Grand Total					NTE \$6,617,972	

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CW63013	Page of Pages 1 3	
2. Amendment/Modification Number CW63013 - M003	3. Effective Date January 1, 2019	4. Requisition/Purchase Request No.	5. Solicitation Caption Long Term Care Support Services	
6. Issued by: OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 700S Washington, DC 20001		7. Administered by (If other than line 6) DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Todd Graybill 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004		9A. Amendment of Solicitation No. 9B. Dated (See Item 11) 10A. Modification of Contract/Order No. X CW63013 10B. Dated (See Item 13) July 31, 2018		
Code Facility				
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
X	A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in item 14 are made in the contract/order no. in item 10A.			
	B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.			
	C. This supplemental agreement is entered into pursuant to authority of:			
	D. Other (Specify type of modification and authority)			
E. IMPORTANT: Contractor is not <input type="checkbox"/> is <input checked="" type="checkbox"/> required to sign this document.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)				
A. In accordance with section 38(d) of the Standard Contract Provisions (Way to Work Amendment Act of 2006), the living wage rate is hereby adjusted to \$14.50 per hour, effective as of January 1, 2019. B. The Living Wage Act Fact Sheet for 2019 is attached and hereby incorporated in the contract as Attachment J.6. C. The Living Wage Act Notice for 2019 is attached and hereby incorporated in the contract as Attachment J.5. The following document is hereby incorporated and made a part of this contract: 1. Attachment A: SECTION J ATTACHMENTS All other terms and conditions remains unchanged Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Helena Barbour		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia 	16C. Date Signed 11/5/18	
(Signature of person authorized to sign)		(Signature of Contracting Officer)		

ATTACHMENT A

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Documents
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.2	U.S. Department of Labor Wage No. 2015-4281, Revision 9, dated 1/10/2018, http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.10	Past Performance Evaluation Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.11	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.12	Cost Price Disclosure Certification Form available at http://ocp.dc.gov , under Quick Links on "Required Solicitation Documents"
J.13	Business Associate (BA) HIPAA Compliance Status Questionnaire
J.14	BAA Exhibit A - Identity and Procedure Verification
J.15	DHCF Business Associate Agreement April 2018

GOVERNMENT OF THE DISTRICT OF COLUMBIA

Department of Employment Services

MURIEL BOWSER
MAYOR



DR. UNIQUE MORRIS-HUGHES
ACTING DIRECTOR

LIVING WAGE ACT FACT SHEET

The Living Wage Act of 2006, D.C. Official Code §§ 2-220.01 – 2-220.11, provides that District of Columbia government contractors and recipients of government assistance (grants, loans, tax increment financing) in the amount of \$100,000 or more shall pay affiliated employee wages at no less than the current living wage rate.

Effective January 1, 2019, the living wage rate is \$14.50 per hour.

Subcontractors of D.C. government contractors who receive \$15,000 or more from the contract and subcontractors of the recipients of government assistance who receive \$50,000 or more from the assistance are also required to pay their affiliated employees no less than the current living wage rate.

“Affiliated employee” means any individual employed by a recipient who receives compensation directly from government assistance or a contract with the District of Columbia government, including any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or a contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the government assistance or contract, or who are otherwise employed by the contractor, recipient or subcontractor.

Exemptions – The following contracts and agreements are exempt from the Living Wage Act:

1. Contracts or other agreements that are subject to higher wage level determinations required by federal law (i.e., if a contract is subject to the Service Contract Act and certain wage rates are lower than the District’s current living wage, the contractor must pay the higher of the two rates);
2. Existing and future collective bargaining agreements, provided that the future collective bargaining agreement results in the employee being paid no less than the current living wage;
3. Contracts for electricity, telephone, water, sewer or other services provided by a regulated utility;
4. Contracts for services needed immediately to prevent or respond to a disaster or imminent threat to public health or safety declared by the Mayor;
5. Contracts or other agreements that provide trainees with additional services including, but not limited to, case management and job readiness services, provided that the trainees do not replace employees subject to the Living Wage Act;
6. An employee, under 22 years of age, employed during a school vacation period, or enrolled as 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;

4058 Minnesota Ave, N.E. • Suite 3600 • Washington, D.C. 20019 • Office: 202.671.1900

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 of Columbia;
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 (68 A Stat. 163; 26. U.S.C. §501(c)(3));
9. Medicaid provider agreements for direct care services to Medicaid recipients, **provided, that** the direct care service is not provided through a home care agency, a community residence facility, or a group home for 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; D.C. Official Code § 44-501; and
10. Contracts or other agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Enforcement

The Department of Employment Services (DOES) Office of Wage-Hour and the D.C. Office of Contracting and Procurement share monitoring responsibilities.

Furthermore, as of November 12, 2015, the US Court of Appeals upheld “The Home Care Final Rule”, issued on October 1, 2013, which had an effective date of January 1, 2015. The Department of Labor issued the Home Care Final Rule to extend overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

If you learn that a contractor subject to this law is not paying at least the current living wage, you should report it to the contracting officer. If you believe that your employer is subject to this law and is not paying at least the current living wage, you may file a complaint with the DOES Office of Wage - Hour, located at 4058 Minnesota Avenue, N.E. Suite 3600, Washington, D.C. 20019, call (202) 671-1880, or file your claim on-line: www.does.dc.gov. Go to “File a Claim” tab.

For questions and additional information, contact the Office of Contracting and Procurement at (202) 727-0252 or the Department of Employment Services on (202) 671-1880.

Please note: *This fact sheet is for informational purposes only as required by Section 106 of the Living Wage Act. It should not be relied on as a definitive statement of the Living Wage Act or any regulations adopted pursuant to the law.*

THE LIVING WAGE ACT OF 2006

D.C. Official Code §§ 2-220.01 – 2-220.11

Recipients of new contracts or government assistance shall pay affiliated employees and subcontractors who perform services under the contracts no less than the current living wage.

Effective January 1, 2019, the living wage rate is \$14.50 per hour.

The requirement to pay a living wage applies to:

- All recipients of contracts in the amount of \$100,000 or more, and all subcontractors that receive \$15,000 or more from the funds received by the recipient from the District of Columbia, and
- All recipients of government assistance in the amount of \$100,000 or more, and all subcontractors of these recipients that receive \$50,000 or more from the government assistance received by the recipient from the District of Columbia.

“Contract” means a written agreement between a recipient and the District government.

“Government assistance” means a grant, loan, or tax increment financing that result in a financial benefit from an agency, commission, instrumentality, or other entity of the District government.

“Affiliated employee” means any individual employed by a recipient who received compensation directly from government assistance or a contract with the District of Columbia government, including employees of the District of Columbia, any employee of a contractor or subcontractor of a recipient who performs services pursuant to government assistance or contract. The term “affiliated employee” does not include those individuals who perform only intermittent or incidental services with respect to the contract or government assistance or who are otherwise employed by the contractor, recipient, or subcontractor.


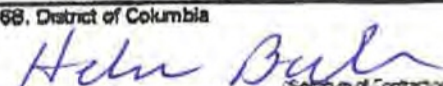
Certain exemptions apply: 1) contracts or agreements subject to wage determinations required by federal law which are higher than the wage required by this Act; 2) Existing and future collective bargaining agreements, provided that the future agreements results in employees being paid no less than the current living wage; 3) contracts performed by regulated utilities; 4) contracts for services needed immediately to prevent or respond to a disaster or imminent threat declared by the Mayor; 5) contracts awarded to recipients that provide trainees with services, including but not limited to case management and job readiness services, provided the trainee does not replace employees; 6) employees under 22 years of age employed during a school vacation period, or enrolled as a full-time student who works less than 25 hours per week; 7) tenants or retail establishments that occupy property constructed or improved by government assistance, provided there is no receipt of direct District government assistance; 8) employees of nonprofit organizations that employ not more than 50 individuals and qualify for 501(c)(3) status; 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; D.C. Official Code § 44-501; and 10) contracts or agreements between managed care organizations and the Health Care Safety Net Administration or the Medicaid Assistance Administration to provide health services.

Home Care Final Rule: The Department of Labor extended overtime protections to home care workers and workers who provide companionship services. Employers within this industry are now subject to recordkeeping provisions.

Each recipient and subcontractor of a recipient shall provide this notice to each affiliated employee covered by this notice, and shall also post this notice in a conspicuous site in its place of business.

All recipients and subcontractors shall retain payroll records created and maintained in the regular course of business under District of Columbia law for a period of at least 3 years.

To file a claim, visit: Department of Employment Services , Office of Wage-Hour, 4058 Minnesota Avenue, NE, Suite 3600, Washington, D.C. 20019; call: (202) 671-1880; or file your claim on-line: does.dc.gov. Go to “File a Claim” tab.

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT		1. Contract Number CW63013		Page of Pages 1 43	
2. Amendment/Modification Number M002		3. Effective Date See Box 16C		4. Acquisition/Purchase Request No.	
				5. Solicitation Caption Long Term Care Support Services	
6. Issued by: OFFICE OF CONTRACTING AND PROCUREMENT 441 4 th Street NW, Suite 700S Washington, DC 20001		Code		7. Administered by (If other than line 6) DEPARTMENT OF HEALTH CARE FINANCE Office of the Chief Operating Officer 441 4 th Street, N.W. Suite 900 South Washington, DC 20001	
8. Name and Address of Contractor (No street, city, county, state and zip code) Liberty Healthcare Corporation 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code Facility		9A. Amendment of Solicitation No.			
		9B. Dated (See Item 11)			
		10A. Modification of Contract/Order No. X CW63013			
		10B. Dated (See Item 13) July 31, 2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS					
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.					
12. Accounting and Appropriation Data (If Required)					
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14					
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications. The changes set forth in item 14 are made in the contract/order no. in item 10A. B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2. C. This supplemental agreement is entered into pursuant to authority of: D. Other (Specify type of modification and authority)					
E. IMPORTANT: Contractor is not <input type="checkbox"/> is <input checked="" type="checkbox"/> required to sign this document.					
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.)					
1. "DELETE" Section J.13 and "REPLACE" with Section J.13 Attachment B: <i>Business Associate (BA) HIPAA Compliance Status Questionnaire</i> 2. "DELETE" Section J.14 and "REPLACE" with Section J.14 Attachment C: <i>BAA Exhibit A - Identity and Procedure Verification</i> 3. "DELETE" Section J.15 and "REPLACE" with Section J.15 Attachment D: <i>DHCF Business Associate Agreement April 2018</i> 4. "DELETE" in its entirety Sections J.16					
The following document is hereby incorporated and made a part of this contract:					
1. Attachment A: Revised SECTION J ATTACHMENTS					
All other terms and conditions remains unchanged					
Except as provided herein, all terms and conditions of the document is referenced in item 9A or 10A remain unchanged and in full force and effect					
15A. Name and Title of Signer (Type or print) 		16A. Name of Contracting Officer Helena Barbour			
15B. Name of Contractor		15C. Date Signed 10-22-18		16B. District of Columbia 	
				16C. Date Signed 10/29/18	
<small>Signature of person authorized to sign</small> <small>(Signature of Contracting Officer)</small>					

ATTACHMENT A

Revised SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Documents
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.2	U.S. Department of Labor Wage No. 2015-4281, Revision 9, dated 1/10/2018, http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.10	Past Performance Evaluation Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.11	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.12	Cost Price Disclosure Certification Form available at http://ocp.dc.gov , under Quick Links on "Required Solicitation Documents"
J.13	Business Associate (BA) HIPAA Compliance Status Questionnaire
J.14	BAA Exhibit A - Identity and Procedure Verification
J.15	DHCF Business Associate Agreement April 2018

ATTACHMENT B

Business Associate (BA) HIPAA Compliance Status Questionnaire

GOVERNMENT OF THE DISTRICT OF COLUMBIA
OFFICE OF THE ATTORNEY GENERAL

**Office of Healthcare Privacy and
Confidentiality**



Business Associate HIPAA Compliance Status Questionnaire

The following questionnaire will help the District determine the whether certain Business Associates comply with regulations implementing both the Health Insurance Portability Accountability Act of 1996, as amended (HIPAA) and the Health Information Technology for Economic and Clinical Health Act (HITECH) provisions of the American Recovery and Reinvestment Act of 2009 (ARRA). On an annual basis, by October 1, Business Associates are required to complete and return this questionnaire to the Agency Privacy Liaison or Agency Contract Administrator at the applicable District agency. At the District's discretion, this questionnaire may be required during the bidding process, or otherwise prior to the award of a contract.

Business Associate Profile:

Company Name:	Liberty Healthcare Corporation
Contact Person:	Todd Graybill
Phone:	610-668-8800
Email:	todd.graybill@libertyhealth.com
Fax:	610-667-5559
Website:	www.libertyhealthcare.com
Addresses in USA where District government data would be shared:	1201 15th St. NW, Washington, DC 20005
Address of Locations Outside USA:	N/A

HIPAA Compliance Check list

Name of Business Associate's HIPAA Compliance Officer:	Judith Ann Shields, RN, MSN
Address:	401 E. City Ave., Ste. 820, Bala Cynwyd, PA 19004
Phone:	610-668-8800 x 193
Email:	judith.shields@libertyhealth.com

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Agency Receipt Date: 9/14/18

Workforce Training

1. Is your HIPAA compliance officer certified in HIPAA Privacy/ Security?	No
2. Provide years of experience.	Over 40 years
3. If not certified then which other comprehensive HIPAA training has been undertaken by HIPAA compliance officer. Provide course outline (Add separate sheet to answer this question):	Board Certified as a Physician in Quality, Utilization Review and Risk; Certified as a Nurse Executive; Fellow in the American Board of Quality, Utilization Review and Risk; Certified Credential Specialist and Quality Specialist
4. Provide date(s) of the training and length of training?	PDF File Attached
5. Were the American Reinvestment and Recovery Act of 2009 and the Health Information Technology for Economic and clinical Health Act updates to HIPAA & the Omnibus Rule of 2013 included in the training?	Yes. In addition to annual HIPAA training for all Liberty staff, a monthly HIPAA e-mail alert is sent to all Liberty staff; All new staff have a detailed HIPAA training in orientation. In 2011 obtained the Masters Black Belt in Six Sigma to improve data analysis skills.
6. List details regarding any other employee(s) who has/have gone through comprehensive training, inclusive of who completed which training?	All Liberty staff are required to go through comprehensive HIPAA training annually. These training modules are in Liberty's Essential Learning modules and are updated annually.
7. Provide details of the course outline of employee training (Add separate sheet to answer this question).	PDF File Attached
8. Provide percentage of employees and contractors who have completed required HIPAA training.	100% of Liberty employees are required to complete HIPAA Training on hire and annually.

General Security Safeguards

9. Have you conducted HIPAA Risk Analysis/Assessment for Security and Privacy?	Not yet completed for the DC-IA Program
10. When was HIPAA Risk Analysis/Assessment conducted and by whom was it performed?	n/a
11. Have you done vulnerability assessment of your network?	Not yet for the DC-IA program.
12. Have you created HIPAA privacy policies? When were they updated? Provide list of all the Privacy policies. (Add separate sheet to	Yes. Last review completed 01/24/2018. PDF Index of HIPAA policies attached

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Agency Receipt Date: 9/14/18

answer this question)	
13. Have you created HIPAA security policies? When were they updated? Provide list of all the Security policies by title. (Add separate sheet to answer this question)	Yes. See attached pdf.
14. Are employees trained & informed about your company's policies created for HIPAA?	Yes.
15. Are you required to create contingency plan? If yes, have you created contingency plan? When was it last tested (if answer is yes then respond to questions 16-21)	n/a
16. Have you conducted application & data criticality analysis? (We may request to review your plan based on response to the questionnaire)	Not yet completed for this program – will be conducted with the introduction of Liberty-provided information systems to augment those provided by the District.
17. Have you conducted facility risk assessment? (We may request to review your plan based on response to the questionnaire)	Not yet completed – currently occupying interim office space, pending completion of permanent facility. Will be completed after the move to permanent facility.
18. Have you created data center disaster recovery plan? (We may request to review your plan based on response to the questionnaire)	n/a. Will be developed with the introduction of Liberty-provided information systems
19. Have you created data backup plan? (We may request to review your plan based on response to the questionnaire)	n/a
20. Have you created Emergency Mode of Operations Plan? (We may request to review your plan based on response to the questionnaire)	Not yet completed for this program- will be completed after we move in to the permanent facility.
21. Have you created testing and revision procedures? (We may request to review your plan based on response to the questionnaire)	n/a. Will be developed with the introduction of Liberty-provided information systems
22. When was the last time you did audit to determine your HIPAA compliance status?	n/a as related to the DC-IA program.

23. Based on your knowledge, since what date were you HIPAA complaint?	2001 to present
--	-----------------

Access and Mobile Data Controls

24. Do you have documented data access policies and controls?	Not yet completed for his DC-IA program.
25. Do you have a documented work from home policy and data access controls?	No – n/a.
26. Do you have mobile data policies and controls?	Yes.
27. Do you have “bring your own device” data policies and controls?	No.

Outsourcing

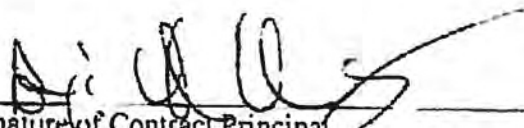
28. Do you outsource work to sub-contractors who may have access to our data and PHI?	Yes
29. Are all your sub-contractors in USA? If not then please list in which countries are they located?	Yes
30. Do you have business associate agreement with them to ensure HIPAA compliance of your subcontractors?	Yes
31. Have your sub-contractors achieved HIPAA compliance?	Yes
32. How do you verify sub-contractor compliance?	Review and periodic assessment of policies and procedures.

Other Data Practices

33. Do you sell or rent data?	No
34. Do you contract with subcontractors who sell or rent data?	No

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Signature of Contract Principal

Printed Name: Heather Barker

Contact Information: _____

Date: 10-22-18


Signature of HIPAA Compliance Officer

Printed Name: Judith Ann Shields

Contact Information: _____

Date: 10/24/2018

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Agency Receipt Date: 9/14/18

ATTACHMENT C

BAA Exhibit A - Identity and Procedure Verification

Exhibit A

Identity and Procedure Verification

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Department of Health Care Finance

PRIVACY POLICY OPERATIONS MANUAL

POLICY NUMBER: VII.25

SECTION TITLE: VII. STANDARD PROCEDURES

CHAPTER: 25. Standard Procedure—Identity and Authority Verification

POLICY TITLE: Standard Procedure—Identity and Authority Verification

EFFECTIVE DATE: April 14, 2003

LAST REVISION: Sept. 23, 2013

PURPOSE: The purpose of this policy is to provide the standard forms of identification and authority required to verify the identity and authority of persons whose identity is unknown or known to an employee of the Department of Health Care Finance ("DHCF") and who requests protected health information ("PHI") of a Medicaid recipient.

APPLICABILITY: This policy and its related procedures apply to the workforce of DHCF.

AUTHORITY: 45 C.F.R. § 164.510 (h)(1)(2)

DEFINITION(S): "*Unknown Person*" means a person whose identity is not documented in the secured HIPAA file cabinet maintained by the HIPAA coordinator in each respective business unit or the DHCF Privacy Office. Once these locations have documentation of a person's identity and authority to receive PHI pursuant to Section VII.25- Identity and Authority Verification, the person is no longer unknown. In all cases, DHCF staff must continue to ask both known and unknown persons to present and/or confirm their identity and authority at the time of the PHI request. However, DHCF staff only needs to photocopy verification of identity and authority for unknown persons.

POLICY: When obtaining an authorization from a Medicaid recipient that is unknown the workforce member, identification is required of the Medicaid recipient. When obtaining an authorization from a person other than the Medicaid recipient and prior to any PHI disclosure, DHCF must verify by photocopying the identity and authority of an unknown person and/or organization receiving the PHI. DHCF must obtain

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Department of Health Care Finance
PRIVACY POLICY OPERATIONS MANUAL

documentation, statements, or representations, whether oral or written, from the unknown person. If a person is known, DHCF staff do not need to photocopy, but must visually inspect and/or verbally ask questions regarding the requestor's identity and authority to request PHI without the prior authorization of the individual as further described in the accompanying procedure.

RESPONSIBILITY: The DHCF Privacy Office has the responsibility to implement this policy.

PROCEDURE:

1. DHCF must respond to all requests for PHI when the requestor is physically present, the requestor asks in writing (via letter, email, facsimile, or other medium), or verbally over the telephone. All written PHI requests will be routed to the DHCF Privacy Office for identity and authority verification.
2. When fielding a telephone call or talking to a PHI requestor in person, follow the identity and authority verification documentation requirements for each particular communication media type presented in Table 1: Communications Media.
3. If the requestor is unknown the workforce member, obtain evidence of identification. Examples of appropriate identification include:
 - Photographic identification card.
 - Government identification card or badge.
 - Appropriate document on government letterhead
4. If the requestor is *not* the individual who is the subject of the PHI sought, obtain evidence of authority. Examples of appropriate authority include, if reasonable for the situation:
 - a) Identification as parent, guardian, or person acting in loco parentis with respect to minors; executor or administrator with respect to a deceased individual or an estate; power of attorney or other evidence of legal authority to act on behalf of an individual with respect to health care; or other evidence of appropriate relationship with the individual with respect to health care.

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PRIVACY POLICY OPERATIONS MANUAL

- b) A warrant, subpoena, order or other legal process issued by a grand jury, a court, or an administrative tribunal.
- c) A written statement of legal authority or, with respect to a properly identified government official, an oral statement of authority, if reliance on such oral statement is reasonable for the situation. You must document the oral statement on FORM 9- Identity and Authority Verification.

In all cases, follow the documentation requirements for each particular communication media type presented in Table 1.

- 5. If the requestor does not possess the authority to request the individual's PHI, the requestor must complete FORM 1-Family or Notification Disclosure or FORM 3 – Authorization, and the Medicaid recipient or their legal personal representative must sign, date, and enter an expiration date for authorization to be valid. See Section I.2- Informal Permission and Section I.3-Authorization Requirements. Document on FORM 1 or FORM 3 the type of identification the requestor presents such as their driver's license, government letterhead, or knowledge of Medicaid recipient's personal information following the criteria for the different communications media listed in Table 1.
- 6. If the requestor has the authority to request the individual's PHI, use FORM 9. Complete FORM 9 with the type of identification the requestor presents such as their driver's license, government letterhead, or knowledge of Medicaid recipient's personal information following the criteria for the different communications media listed in Table 1.
- 7. Note that if an authorization is required, the authorization must be entered into the Disclosure Manager Module. Select the Requestor Type when recording the authorization into the Disclosure Manager Module.
- 8. If the person is an unknown person, photocopy the documentation presented to verify the unknown person's identity and authority and attach these copies to the relevant FORM.
- 9. Fax and send via interoffice mail the FORM and its attachments to

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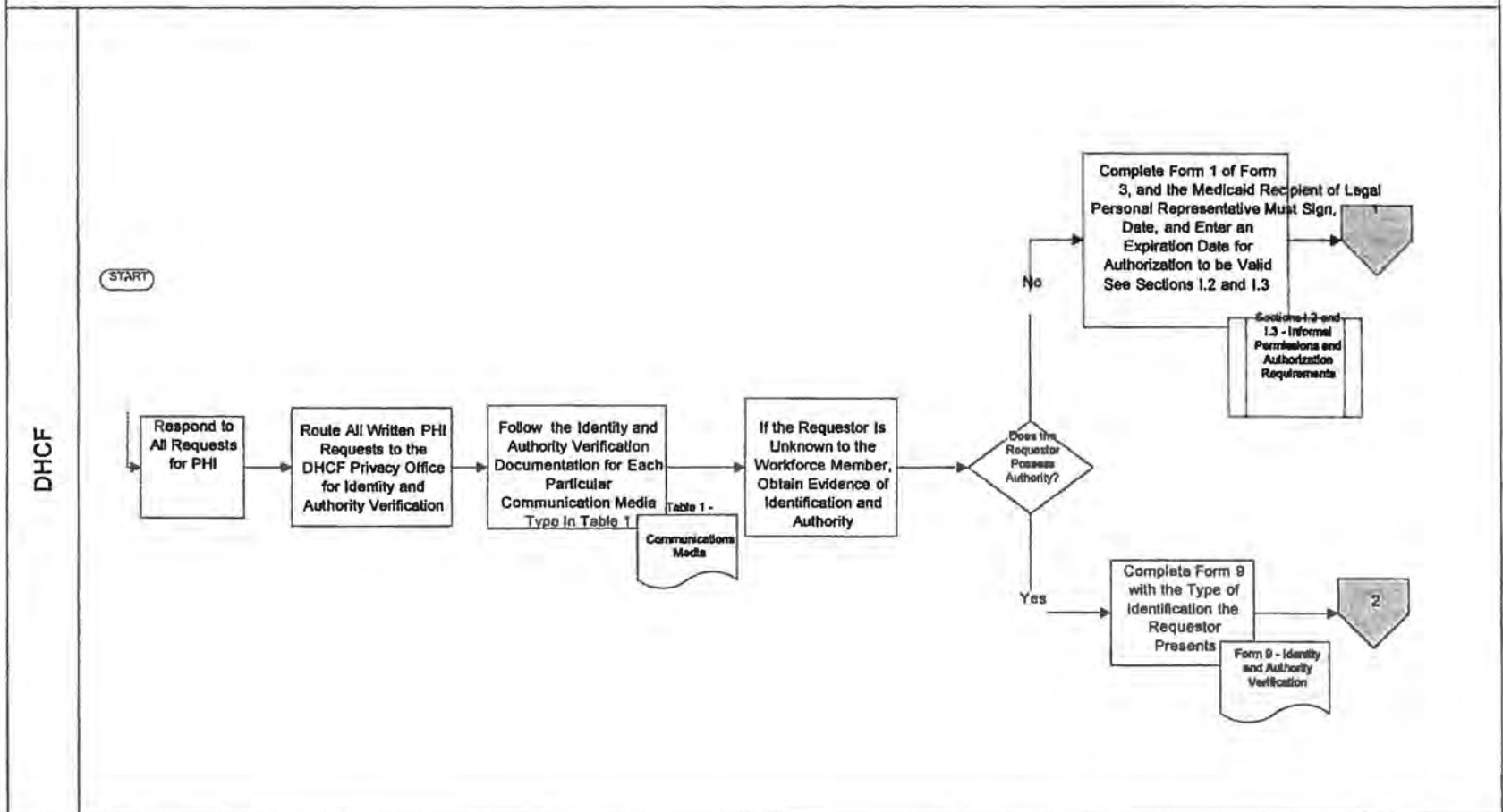
PRIVACY POLICY OPERATIONS MANUAL

the DHCF Privacy Office and another copy to the secured HIPAA file cabinet maintained by the HIPAA coordinator in each business unit.

EXHIBIT(S): Procedure for Identity and Authority Verification
Table 1: Communications Media
FORM 9–Identity and Authority Verification

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Policy VII.25 Chapter 25: Procedure for Identity and Authority Verification

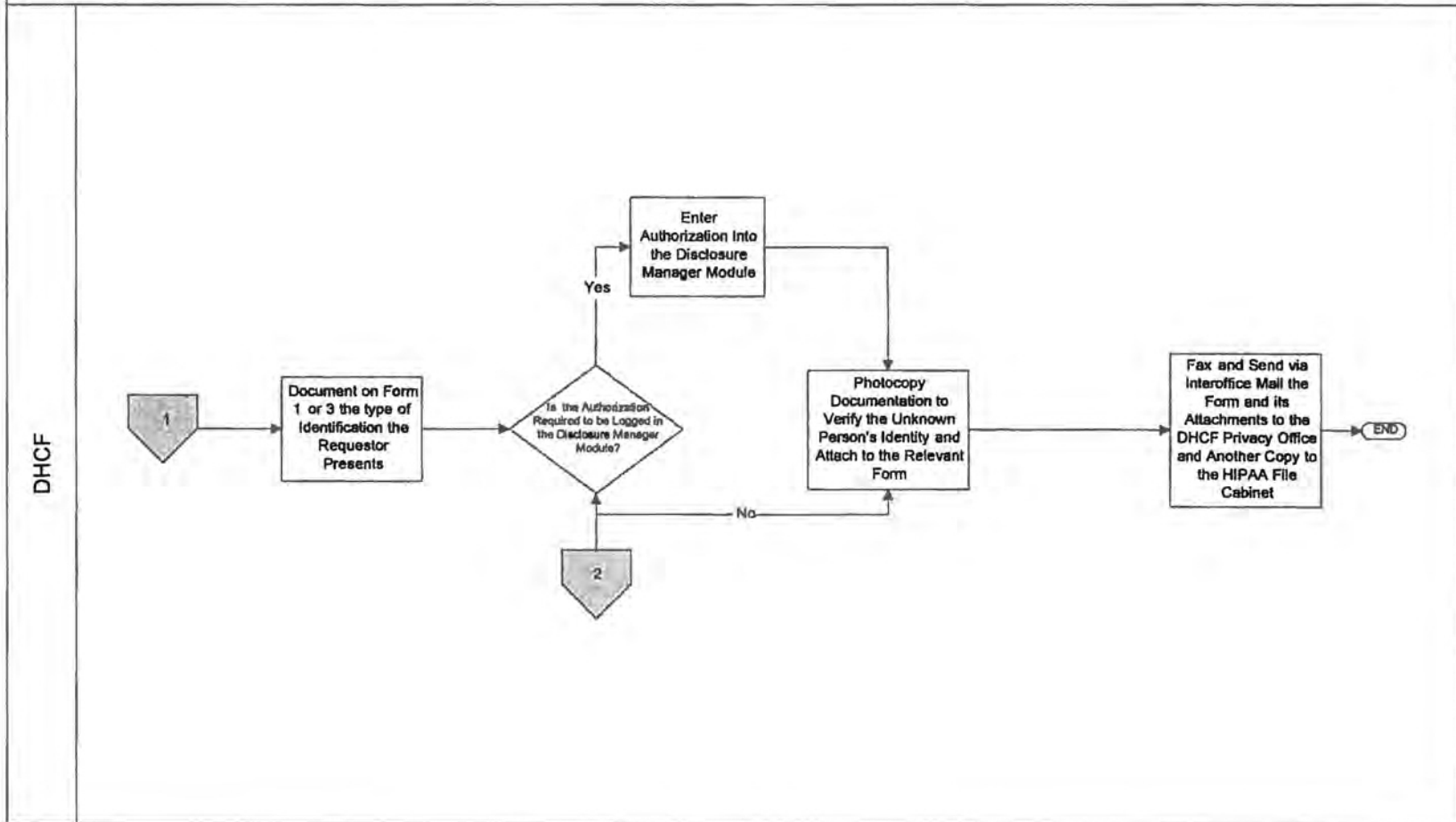


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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
Individual/Recipient:	Individual/Recipient must state the following bolded PHI elements and one other PHI elements from the list below.	"Send the Person to the DHCF Privacy Office, if they insist on being served at the current location, the Individual/Recipient should present one form of ID. Make a copy and send to the DHCF Privacy Office."	"Forward the Fax/Mail to the DHCF Privacy Office, which will verify the following PHI elements on MMIS, Individual/Recipient's:"	"Forward the Fax/Mail to the DHCF Privacy Office, which will verify the following PHI elements on MMIS, Individual/Recipient's:"
	Name	Government-Issued Picture ID	Call back the Individual/Recipient and verify:	Call back the Individual/Recipient and verify:
	Medicaid #	Recite the Recipient's Medicaid #	Name	Name
	DOB	If government ID cannot be produced ask Recipient to verify these PHI elements on MMIS :	Medicaid #	Medicaid #
	SS#	Name	DOB	DOB
	Address	Medicaid #	SS#	SS#
	Last Date of Service	DOB	Address	Address
	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"	SS#	Last Date of Service	Last Date of Service
		Address	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"
		Last Date of Service		
		"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Recipient"		
Personal Representative:	"Upon Initial Request, Fax/Mail proof of legal status and then follow the	"Send the person to the DHCF Privacy Office, if they insist on being served at the current	"Upon Initial Request, Fax/Mail proof of legal status and then follow the Individual/Recipient	"Upon Initial Request, Fax/Mail proof of legal status and then follow the Individual/Recipient

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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.				
PHI Requester Type	Phone	In Person	Fax/Mail	Email
	Individual/Recipient verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the DHCF Privacy Office."	location, the PR must show proof of legal status and one form of government-issued ID , then follow the individual/recipient verification procedure."	verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the DHCF Privacy Office."	verification procedure stated above. Below are the types of PRs and what is the ""proof"" that each type must present to be considered valid. If unsure, please consult with the DHCF Privacy Office."
	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification	Natural/Adoptive Parent: Follow the procedure for Individual/Recipient verification
	Incompetent Individual: Court Order	Incompetent Individual: Court Order	Incompetent Individual: Court Order	Incompetent Individual: Court Order
	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents	Foster Parents: Authorization or Notarized Letter from the Natural Parents
	Descendent: Probate Order	Descendent: Probate Order	Descendent: Probate Order	Descendent: Probate Order
	Family Member: Valid Authorization Form	Family Member: Valid Authorization Form	Family Member: Valid Authorization Form	Family Member: Valid Authorization Form
	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."	"If the person does not have proof of legal status, send them a DHCF Authorization Form to be completed, signed, and dated, to be returned to the DHCF Privacy Office. DO NOT release any PHI unless legal proof of status is presented."
	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request	Make notation in the case management module on MMIS after initial request
Provider (TPO):	Provider Number Required	"Send the person to the DHCF Privacy Office, if they insist	Official Provider Letterhead	"Email back the Provider, and them to fax/mail the PHI request on

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Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.

PHI Requester Type	Phone	In Person	Fax/Mail	Email
		on being served at the current location, Provider should present one government-issued ID. Make a copy and send to the DHCF Privacy Office."		official letterhead. Ask within the fax/mail, that the PHI Requester include a photocopy of the employee's ID."
	Provider Address	Government-issued picture ID	Provider Number Required	Official Provider Letterhead
	Provider Telephone Number	Provider Number Required	Provider Address	Provider Number Required
	Recipient's Medicaid Number	Provider Address	Provider Telephone Number	Provider Address
	Last Date of Service	Provider Telephone Number	Recipient's Medicaid Number	Provider Telephone Number
	"If in doubt, call back the Provider "	Recipient's Medicaid Number	Last Date of Service	Recipient's Medicaid Number
	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."	Last Date of Service	"If in doubt, call back the Provider "	Last Date of Service
		"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."	"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."	"If in doubt, call back the Provider "
				"If still in doubt, contact the DHCF Privacy Officer before disclosing or responding to the Provider."
Government Agency (State or Federal):	"Fax/Mail to the DHCF Privacy Office proof of government status (i.e. photocopy government ID card/badge) and the PHI request on official government letterhead to	"Send the person to the DHCF Privacy Office, if they insist on being served at the current location, request proof of Government Status (i.e. government ID card/badge) and the PHI Request on	"Forward the Faxed/Mailed PHI Request to the DHCF Privacy Office, and the DHCF Privacy Office will check the following: photocopy government ID card/badge, and PHI Request on official Government Letterhead to	"Email back the Government Agency and inform them to fax/mail the PHI request on official government letterhead to the DHCF Privacy Office. Ask within the fax/mail, that the PHI Requester include a photocopy of

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Department of Health Care Finance

Table 1: Communications Media

*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.				
PHI Requester Type	Phone	In Person	Fax/Mail	Email
	include: Medicaid recipient's name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	official Government Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.)"	include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature."	employee's government ID."
	DHCF Privacy will log the PHI disclosure on the Disclosure Manager system	Photocopy IDs shown and log the PHI disclosure onto the Disclosure Manager	DHCF Privacy will log the PHI disclosure on the Disclosure Manager system	DHCF Privacy will log the PHI disclosure on the Disclosure Manager system
		If in doubt whether the PHI requester has the authority to request the Recipient's PHI check with the DHCF Privacy Officer before		
Law Enforcement:	"Fax/Mail to the DHCF Privacy Office proof of law enforcement status (i.e. photocopy law enforcement ID card/badge) and the PHI request on official law enforcement letterhead to include: Medicaid recipient's name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.) "	"Send the person to the DHCF Privacy Office, if they insist on being served at the current location, request proof of law enforcement Status (i.e. law enforcement ID card/badge) and the PHI Request on official law enforcement Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature.)"	"Forward the Faxed/Mailed PHI Request to the DHCF Privacy Office, and the DHCF Privacy Office will check the following: photocopy law enforcement ID card/badge, and PHI Request on official law enforcement Letterhead to include: Medicaid Recipient's Name and Medicaid #, PHI to be disclosed, purpose of PHI, whether this is a one-time request, or the Agency would like this PHI sent repetitively, date, and signature."	"Email back the law enforcement Agency and inform them to fax/mail the PHI request on official law enforcement letterhead to the DHCF Privacy Office. Ask within the fax/mail, that the PHI Requester include a photocopy of the employee's law enforcement ID."
	DHCF Privacy will log the PHI disclosure on the	Photocopy IDs shown and log the PHI disclosure onto	DHCF Privacy will log the PHI disclosure on the Disclosure	DHCF Privacy will log the PHI disclosure on the Disclosure

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Department of Health Care Finance

Table 1: Communications Media				
*The bolded PHI elements are mandatory to ask/receive before releasing recipient's PHI regardless of the purpose of the PHI request. ALL of these scenarios assume that the "PHI Request Handler" has access to MMIS.				
PHI Requester Type	Phone	In Person	Fax/Mail	Email
	Disclosure Manager system	the Disclosure Manager	Manager system	Manager system
		If in doubt whether the PHI requester has the authority to request the Recipient's PHI check with the DHCF Privacy Officer before		

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Author/Reviewer:

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Department of Health Care Finance

PRIVACY POLICY OPERATIONS MANUAL
IDENTITY AND AUTHORITY VERIFICATION
(Internal Form 9 – Page 1 of 2)

Purpose: This form is used to document verification of the identity and authority of a person or entity unknown to you, before you use with or disclose to that person or entity protected health information.

Section A: Individual whose information is to be disclosed.

Name: _____

Address: _____

Telephone: _____ E-mail: _____

Identification Number: _____ Social Security Number: _____

Section B: Identity of person to whom information is to be disclosed.

Always try to obtain a copy of what you relied upon to identify the person. Attach it to this form.

Name: _____

Company, Organization or Government Agency with which the person claims affiliation:

Address: _____

Telephone: _____ E-mail: _____

If person is a personal representative, describe relationship to individual:

How did you verify the person's identity and relationship to the individual or to the company, organization or government agency?

... Person is known to me. Explain how you know the person:

... Personal identification (e.g., driver's license, photo ID). Attach a copy, or describe what you saw:

... Government credentials (e.g., badge, identification card, appropriate document on government letterhead). Attach a copy, or describe what you saw:

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PRIVACY POLICY OPERATIONS MANUAL

IDENTITY AND AUTHORITY VERIFICATION

(Internal Form 03 - Page 2 of 2)

Entities Authorized to Receive and Use: Name or specifically Section C: Authority of person to receive the information.

Always try to obtain a copy of what you relied upon as the authority of the person. Attach it to this form.

... Authority is known to me. Explain basis of your knowledge:

... Personal representative status (e.g., identification as parent, guardian, executor, administrator, power of attorney). Attach a copy, or describe what you saw:

... Warrant, subpoena, order, summons, civil investigation demand or other legal process. Attach a copy, or describe what you saw:

... Appropriate document on government letterhead. Attach a copy, or describe what you saw:

... Government Officer's oral representation. State what you were told and why your reliance on it was reasonable in the circumstances.

... Proper documentation from an Institutional Review Board, other appropriate privacy board or the researcher relating to research. Attach a copy of the documentation.

SIGNATURE

I attest that the above information is correct.

Signature: _____ Date: _____

Print name: _____ Title: _____

Include completed form in the individual's records.

Keep a copy for your business unit and send copy to the DHCF Privacy Office

ATTACHMENT D

DHCF Business Associate Agreement April 2018

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SECTION H. HIPAA PRIVACY COMPLIANCE

This HIPAA Privacy Compliance BAA ("hereinafter Business Associate Agreement") is the standard language that must be included in contracts which involve access to the District of Columbia's HIPAA protected health information ("PHI") or creation of the same. When needed, agencies are encouraged to add business-specific language. This language should also be adapted and used where 1. An agency complies with the best practices of HIPAA and its implementing regulations, 2. Where an agency facilitates access to PHI, as defined under HIPAA, or 3. Where agencies otherwise wish to protect similar information. Finally, where applicable, to ensure HIPAA compliance, this language must be adapted and incorporated or attached to miscellaneous agreements or arrangements such as Memoranda of Understanding, Memoranda of Agreement, Donation Agreements or small purchase arrangements.

For the purpose of this Business Associate Agreement ("BAA"), **Department of Health Care Finance (DHCF)**, a covered component within the District of Columbia's ("District") Hybrid Entity will be referred to as a "Covered Entity" as that term is defined by the Health Insurance Portability and Accountability Act of 1996, as amended ("HIPAA") and associated regulations promulgated at 45 C.F.R. §§ 160, 162 and 164 as amended (the "HIPAA Regulations") and

[INSERT VENDOR INFORMATION]

as a recipient of Protected Health Information ("PHI") or electronic PHI from **DHCF**, is a "Business Associate" as that term is defined by HIPAA.

Terms used, but not otherwise defined, in this BAA shall have the same meaning as those terms in the HIPAA Regulations.

1. Definitions

- a. *Business Associate* means a person or entity, who, on behalf of the District or of an Organized Health Care Arrangement (as defined in this section) in which the Covered Entity participates, but other than in the capacity of a member of the Workforce of the District government or Organized Health Care Arrangement, creates, receives, maintains, or transmits PHI for a function or activity for the District, including claims processing or administration, data analysis, processing or administration, utilization review, quality assurance, patient safety activities listed at 42 C.F.R. § 3.20, billing, benefit management, practice management, and repricing; or provides, other than in the capacity of a member of the Workforce of such Covered Entity, legal, actuarial, accounting, consulting, Data Aggregation (as defined in 45 C.F.R. § 164.501), management, administrative, accreditation, or financial services to or for the District, or to or for an Organized Health Care Arrangement in which the District participates, where the provision of the service involves the disclosure of PHI from the District or arrangement, or from another Business Associate of the District or arrangement, to the person. A Covered Entity may be a Business Associate of another Covered Entity.

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A Business Associate includes, (i) a Health Information Organization, e-prescribing gateway, or other person that provides data transmission services with respect to PHI to a Covered Entity and that requires access on a routine basis to such PHI; (ii) a person that offers a personal health record to one or more individuals on behalf of the District; (iii) a subcontractor that creates, receives, maintains, or transmits PHI on behalf of the Business Associate.

A *Business Associate* does not include: (i) a health care provider, with respect to disclosures by a Covered Entity to the health care provider concerning the treatment of the individual; (ii) a plan sponsor, with respect to disclosures by a group health plan (or by a health insurance issuer or health maintenance organization, HMO, with respect to a group health plan) to the plan sponsor, to the extent that the requirements of 45 C.F.R. § 164.504(f) apply and are met; (iii) a government agency, with respect to determining eligibility for, or enrollment in, a government health plan that provides public benefits and is administered by another government agency, or collecting PHI for such purposes, to the extent such activities are authorized by law; (iv) a Covered Entity participating in an Organized Health Care Arrangement that performs a function, activity or service included in the definition of a Business Associate above for or on behalf of such Organized Health Care Arrangement.

- b. *Covered Entity* means a health plan, a health care clearinghouse, or a health care provider who transmits any health information in electronic form in connection with a transaction covered by 45 C.F.R. §§ 160 and 164. With respect to this BAA, *Covered Entity* shall also include the designated Health Care Components of the District Government's Hybrid Entity or a District agency following HIPAA's implementing regulations and best practices.
- c. *Covered Functions* means those functions of a Covered Entity the performance of which makes the entity a health plan, health care provider, or health care clearinghouse.
- d. *Data Aggregation* means, with respect to PHI created or received by a Business Associate in its capacity as the Business Associate of a Covered Entity, the combining of such PHI by the Business Associate with the PHI received by the Business Associate in its capacity as a Business Associate of another Covered Entity, to permit data analyses that relate to the health care operations of the respective Covered Entities.
- e. *Designated Record Set* means a group of records maintained by or for a Covered Entity that are:
 - i. The medical records and billing records about individuals maintained by or for a covered health care provider;
 - ii. The enrollment, payment, claims adjudication, and case or medical management record systems maintained by or for a health plan; or
 - iii. Records used, in whole or in part, by or for the Covered Entity to make decisions about individuals.
- f. *Health Care* means care, services, or supplies related to the health of an individual. Health care includes, but is not limited to, the following:
 - i. Preventive, diagnostic, therapeutic, rehabilitative, maintenance, or palliative care, and counseling, service, assessment, or procedure with respect to the physical or

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- mental condition, or functional status, of an individual or that affects the structure or function of the body; and
- ii. Sale or dispensing of a drug, device, equipment, or other item in accordance with the prescription.
- g. *Health Care Components* means a component or a combination of components of a Hybrid Entity designated by a Hybrid Entity in accordance with 45 CFR § 164.105(a)(2)(iii)(D). *Health Care Components* must include non-Covered Functions that provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations.
- h. *Health Care Operations* shall include (1) conducting quality assessment and improvement activities, including outcomes evaluation and development of clinical guidelines, provided that the obtaining of generalizable knowledge is not the primary purpose of any studies resulting from such activities; patient safety activities (as defined in 42 C.F.R. § 3.20); population-based activities relating to improving health or reducing health care costs, protocol development, case management and care coordination, contacting of health care providers and patients with information about treatment alternatives; and related functions that do not include treatment; (2) reviewing the competence or qualifications of health care professionals, evaluating practitioner and provider performance, health plan performance, conducting training programs in which students, trainees, or practitioners in areas of health care learn under supervision to practice or improve their skills as health care providers, training of non-health care professionals, accreditation, certification, licensing, or credentialing activities; (3) except as prohibited under 45 C.F.R. § 164.502(a)(5)(i), underwriting, enrollment, premium rating, and other activities related to the creation, renewal, or replacement of a contract of health insurance or health benefits, and ceding, securing, or placing a contract for reinsurance of risk relating to claims for health care (including stop-loss insurance and excess of loss insurance), provided that the requirements of 45 C.F.R. § 164.514(g) are met, if applicable; (4) conducting or arranging for medical review, legal services, and auditing functions, including fraud and abuse detection and compliance programs; (5) business planning and development, such as conducting cost-management and planning-related analyses related to managing and operating the entity, including formulary development and administration, development or improvement of methods of payment or coverage policies; and (6) business management and general administrative activities of the entity, including, but not limited to: (i) management activities relating to implementation of and compliance with the requirements of this subchapter; (ii) customer service, including the provision of data analyses for policy holders, plan sponsors, or other customers, provided that PHI is not disclosed to such policy holder, plan sponsor, or customer; (iii) resolution of internal grievances; (iv) The sale, transfer, merger, or consolidation of all or part of the Covered Entity with another Covered Entity, or an entity that following such activity will become a Covered Entity and due diligence related to such activity; and (v) consistent with the applicable requirements of 45 C.F.R. § 164.514, creating de-identified health information or a limited data set, and fundraising for the benefit of the Covered Entity..
- i. *Hybrid Entity* means a single legal entity that is a Covered Entity and whose business activities include both covered and non-Covered Functions, and that designates Health Care Components, in accordance with 45 C.F.R. § 164.105(a)(2)(iii)(C). A *Hybrid Entity* is required to designate Health Care Components, any other components of the entity that

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provide services to the Covered Functions for the purpose of facilitating the sharing of PHI with such functions of the Hybrid Entity without Business Associate agreements or individual authorizations. The District is a Hybrid Covered Entity. Hybrid Entities are required to designate and include functions, services and activities within its own organization, which would meet the definition of Business Associate and irrespective of whether performed by employees of the Hybrid Entity, as part of its Health Care Components for compliance with the Security Rule and privacy requirements under this BAA.

- j. *Individual* shall mean the person who is the subject of PHI in accordance with 45 C.F.R. § 160.103. The term *individual* shall also include the individual's personal representative in accordance with 45 C.F.R. § 164.502(g).
- k. *Individually Identifiable Health Information* shall mean information that is a subset of health information, including demographic information collected from an individual, and;
 - i. Is created or received by a health care provider, health plan, employer, or health care clearinghouse;
 - ii. Relates to the past, present, or future physical or mental health or condition of an individual; or the past, present, or future payment for the provision of health care to an individual; and
 - iii. That identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual.
- l. *National Provider Identifier (NPI)* shall mean the Standard Unique Health Identifier for Healthcare Providers as defined at 42 C.F.R. § 162.406.
- m. *Organized Health Care Arrangement* shall mean (1) a clinically integrated care setting in which individuals typically receive health care from more than one health care provider; (2) an organized system of health care in which more than one Covered Entity participates and in which the participating Covered Entities: (i) hold themselves out to the public as participating in a joint arrangement; and (ii) participate in joint activities that include at least one of the following: (a) utilization review, in which health care decisions by participating Covered Entities are reviewed by other participating Covered Entities or by a third party on their behalf; (b) quality assessment and improvement activities, in which treatment provided by participating Covered Entities is assessed by other participating Covered Entities or by a third party on their behalf; or (c) payment activities, if the financial risk for delivering health care is shared, in part or in whole, by participating Covered Entities through the joint arrangement and if PHI created or received by a Covered Entity is reviewed by other participating Covered Entities or by a third party on their behalf for the purpose of administering the sharing of financial risk in accordance with 42 C.F.R. § 160.103.
- n. *Personal Representative*: shall mean a person authorized, under District or other applicable law, to act on behalf of the subject of PHI in accordance with 42 C.F.R. § 164.502(g).
- o. *Privacy and Security Official*: shall mean the person or persons designated by the District, a Hybrid Entity, who is/are responsible for developing, maintaining, implementing and enforcing the District-wide Privacy Policies and Procedures, and for

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overseeing full compliance with HIPAA Regulations, and other applicable federal and state privacy laws.

- p. *Privacy Officer* shall mean the person designated by the District's Privacy and Security Official or one of the District's covered components within its Hybrid Entity, who is responsible for overseeing compliance with a Covered Agency's Privacy Policies and Procedures, the HIPAA Regulations and other applicable federal and state privacy laws. Also referred to as the agency Privacy Officer, the individual shall follow the guidance of the District's Privacy and Security Official and shall be responsive to and report to the District's Privacy and Security Official on matters pertaining to HIPAA compliance.
- q. *Privacy Rule* shall mean the Standards for Privacy of Individually Identifiable Health Information at 45 C.F.R. parts 160 and 164, subparts A and E.
- r. *Protected Health Information ("PHI")* means individually identifiable health information, including electronic information ("ePHI"), that is created or received by the Business Associate from or on behalf of the Covered Entity, or agency following HIPAA best practices, which is:
 - i. Transmitted by, created or maintained in electronic media; or
 - ii. Transmitted or maintained in any other form or medium;
 - iii. PHI or ePHI does not include individually identifiable health information: (i) In education records covered by the Family Educational Rights and Privacy Act, as amended, 20 U.S.C. § 1232g; (ii) In records described at 20 U.S.C. § 1232(g)(a)(4)(B)(iv); (iii) In employment records held by a Covered Entity in its role as employer; and (iv) Regarding a person who has been deceased for more than 50 years.
- s. *Record* shall mean any item, collection, or grouping of information that includes PHI and is maintained, collected, used, or disseminated by or for a Covered Entity.
- t. *Required By Law* means a mandate contained in law that compels an entity to make a use or disclosure of PHI and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or an administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing public benefits pursuant to 45 C.F.R. § 164.103.
- u. *Secretary* means the person serving as Secretary of the United States Department of Health and Human Services (HHS) or any other officer or employee of HHS to whom the authority involved has been delegated.
- v. *Security Officer* means the person designated by the Security Official or one of the District of Columbia's designated Health Care Components, who is responsible for overseeing compliance with the Covered Agency's Privacy Policies and Procedures, the Security Rules, and other applicable federal and state privacy law(s). The Covered

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Agency's security officer shall follow the guidance of the District's Security Official, as well as the Associate Security Official within the Office of the Chief Technology Officer and shall be responsive to the same on matters pertaining to HIPAA compliance.

- w. *Security Rule* shall mean the Standards for Security of Individually Identifiable Health Information at 45 C.F.R. parts 160, 162 and 164, subpart C.
- x. Unsecured PHI shall mean PHI that is not rendered unusable, unreadable, or indecipherable to unauthorized persons through the use of a technology or methodology specified by the U.S. Department of Health and Human Services Secretary in the guidance issue under § 13402(h)(2) of the Health Information Technology Economic and Clinical Health Act (HITECH), enacted as part of the American Recovery and Reinvestment Act of 2009 (ARRA)(Pub.L 111-5, 123 Stat 115), approved February 17, 2009.
- y. *Workforce* shall mean employees, volunteers, trainees, and other persons whose conduct, in the performance of work for a Covered Entity or Business Associate, is under the direct control of such Covered Entity, whether or not they are paid by the Covered Entity or Business Associate.

2. Obligations and Activities of Business Associate

Business Associate agrees to comply with applicable federal and District confidentiality and security laws, including, but not limited to the Privacy Rule and Security Rule and the following:

- a. Business Associate agrees not to use or disclose PHI or ePHI (other than as permitted or required by this BAA or as Required By Law.
- b. Business Associate agrees to use appropriate safeguards and comply with administrative, physical, and technical safeguards requirements described at 45 C.F.R. §§ 164.308, 164.310, 164.312 and 164.316 as required by § 13401 of the Health Information Technology Economic and Clinical Health Act ("HITECH"), enacted as part of the American Recovery and Reinvestment Act of 2009 ("ARRA")(Pub.L 111-5, 123 Stat 115) approved February 17, 2009, to maintain the security of the PHI and to prevent use or disclosure of such PHI other than as provided for by this BAA. Business Associate acknowledges that, pursuant § 13401, Business Associate must comply with the Security Rule and privacy provisions detailed in this BAA.

The additional requirements of § 13401 of HITECH that relate to security and apply to a Covered Entity shall also apply to Business Associate and shall be incorporated into an agreement between the Business Associate and the Covered Entity. Business Associate shall be directly liable for any violations of this BAA or HIPAA Regulations. A summary of HIPAA Security Standards for the Protection of ePHI, found at Appendix A to Subpart C or 45 C.F.R. Part 164 is as follows:

Administrative Safeguards

Security Management Process	164.308(a)(1)	Risk Analysis (R) Risk Management (R) Sanction Policy (R) Information System Activity Review (R)
Assigned Security Responsibility	164.308(a)(2)	(R)

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Workforce Security	164.308(a)(3)	Authorization and/or Supervision (A) Workforce Clearance Procedure Termination Procedures (A)
Information Access Management	164.308(a)(4)	Isolating Health care Clearinghouse Function (R) Access Authorization (A) Access Establishment and Modification (A)
Security Awareness and Training	164.308(a)(5)	Security Reminders (A) Protection from Malicious Software (A) Log-in Monitoring (A) Password Management (A)
Security Incident Procedures	164.308(a)(6)	Response and Reporting (R)
Contingency Plan	164.308(a)(7)	Data Backup Plan (R) Disaster Recovery Plan (R) Emergency Mode Operation Plan (R) Testing and Revision Procedure (A) Applications and Data Criticality Analysis (A)
Evaluation	164.308(a)(8)	(R)
Business Associate Contracts and Other Arrangement	164.308(b)(1)	Written Contract or Other Arrangement (R)

Physical Safeguards

Facility Access Controls	164.310(a)(1)	Contingency Operations (A) Facility Security Plan (A) Access Control and Validation Procedures (A) Maintenance Records (A)
Workstation Use	164.310(b)	(R)
Workstation Security	164.310(c)	(R)
Device and Media Controls	164.310(d)(1)	Disposal (R) Media Re-use (R) Accountability (A) Data Backup and Storage (A)

Technical Safeguards (see § 164.312)

Access Control	164.312(a)(1)	Unique User Identification (R) Emergency Access Procedure (R) Automatic Logoff (A) Encryption and Decryption (A)
Audit Controls	164.312(b)	(R)
Integrity	164.312(c)(1)	Mechanism to Authenticate Electronic Protected Health Information (A)
Person or Entity Authentication	164.312(d)	(R)
Transmission Security	164.312(e)(1)	Integrity Controls (A) Encryption (A)

- c. The Business Associate agrees to name a Privacy and/or Security Officer who is accountable for developing, maintaining, implementing, overseeing the compliance of and enforcing compliance with this BAA, the Security Rule and other applicable federal and state privacy law within the Business Associate's business. The Business Associate reports violations and conditions to the District-wide Privacy and Security Official and/or the Agency Privacy Officer of the covered component within the District's Hybrid Entity.

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- d. The Business Associate agrees to establish procedures for mitigating, and to mitigate to the extent practicable, any deleterious effects that are known to the Business Associate of a use or disclosure of PHI by the Business Associate in violation of the requirements of this BAA.
- e. The Business Associate agrees to report to Covered Entity, in writing, any use or disclosure of the PHI not permitted or required by this BAA or other incident or condition arising out the Security Rule, including breaches of unsecured PHI as required at 45 C.F.R § 164.410, to the District-wide Privacy and Security Official or agency Privacy Officer within ten (10) business days from the time the Business Associate becomes aware of such unauthorized use or disclosure. However, if the Business Associate is an agent of the District (i.e., performing delegated essential governmental functions), the Business Associate must report the incident or condition immediately. Upon the determination of an actual data breach, and in consultation with the District's Privacy and Security Official, the Business Associate will handle breach notifications to individuals, the U.S. Department of Health and Human Services, Office for Civil Rights (OCR), and potentially the media, on behalf of the District.
- f. The Business Associate agrees to ensure that any Workforce member or any agent, including a subcontractor, agrees to the same restrictions and conditions that apply through this BAA with respect to PHI received from the Business Associate, PHI created by the Business Associate, or PHI received by the Business Associate on behalf of the Covered Entity.
- g. In accordance with 45 C.F.R §§ 164.502(e)(1)(ii) and 164.308(b)(2), if applicable, ensure that any subcontractors that create, receive, maintain, or transmit PHI on behalf of the Business Associate agree to the same restrictions, conditions, and requirements that apply to the Business Associate with respect to such information
- h. Initially, within ten (10) business days following the commencement of this Contract, or within ten (10) business days of a new or updated agreement with a subcontractor, the Business Associate agrees to provide the District a list of all subcontractors who meet the definition of a Business Associate. Additionally, Business Associate agrees to ensure its subcontractors understanding of liability and monitor, where applicable, compliance with the Security Rule and applicable privacy provisions in this BAA.
- i. The Business Associate agrees to provide access within five (5) business days, at the request of the Covered Entity or an Individual, **at a mutually agreed upon location, during normal business hours, and in a format** as directed by the District Privacy Official or agency Privacy Officer, or as otherwise mandated by the Privacy Rule or applicable District laws, rules and regulations, to PHI in a Designated Record Set, to the Covered Entity or an Individual, to facilitate the District's compliance with the requirements under 45 C.F.R. §164.524.
- j. The Business Associate agrees to make any amendment(s) within five (5) business days to the PHI in a Designated Record Set that the Covered Entity directs or agrees to pursuant to 45 C.F.R § 164.526 **in a format** *[agency should insert appropriate terms for amendment if applicable]* or as directed by the District Privacy Official or agency Privacy Officer in order to facilitate the District's compliance with the requirements under 45 C.F.R. §164.526.

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- k. The Business Associate agrees to use the standard practices of the Covered Entity to verify the identification and authority of an Individual who requests the PHI in a Designated Record Set of a recipient of services from or through the Covered Entity. The Business Associate agrees to comply with the applicable portions of the [*Insert Applicable Agency Identity And Procedure Verification Policy*], attached hereto as Exhibit A and incorporated by reference.
- l. The Business Associate agrees to record authorizations and log such disclosures of PHI and information related to such disclosures as would be required for the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528 and applicable District laws, rules and regulations.
- m. The Business Associate agrees to provide to the Covered Entity or an Individual, within five (5) business days of a request **at a mutually agreed upon location, during normal business hours, and in a format designated**

[Delete bolded material and insert agency appropriate terms if applicable]

by the District's Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, information collected in accordance with Paragraph (i) of this Section above, to permit the Covered Entity to respond to a request by an Individual for an accounting of disclosures of PHI in accordance with 45 C.F.R. § 164.528, and applicable District laws, rules and regulations.

- n. The Business Associate agrees to make internal practices, books, and records, including policies and procedures, and PHI, relating to the use and disclosure of PHI received from the Business Associate, or created, or received by the Business Associate on behalf of the Covered Entity, available to the Covered Entity, or to the Secretary, within five (5) business days of their request and **at a mutually agreed upon location, during normal business hours, and in a format designated**

[Delete bolded material and insert agency appropriate terms if applicable]

by the District Privacy and Security Official or agency Privacy Officer and the duly authorized Business Associate Workforce member, or in a time and manner designated by the Secretary, for purposes of the Secretary in determining compliance of the Covered Entity with the Privacy Rule.

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- o. To the extent the Business Associate is to carry out one or more of Covered Entity's obligation(s) under Subpart E of 45 C.F.R Part 164, the Business Associate agrees to comply with the requirements of Subpart E that apply to the Covered Entity in the performance of such obligation(s).
- p. As deemed necessary by the District, the Business Associate agrees to the monitoring and auditing of items listed in paragraph 2 of this BAA, as well as data systems storing or transmitting PHI, to verify compliance.
- q. The Business Associate may aggregate PHI in its possession with the PHI of other Covered Entities that Business Associate has in its possession through its capacity as a Business Associate to other Covered Entities provided that the purpose of the Data Aggregation is to provide the Covered Entity with data analyses to the Health Care Operations of the Covered Entity. Under no circumstances may the Business Associate disclose PHI of one Covered Entity to another Covered Entity absent the explicit written authorization and consent of the Privacy Officer or a duly authorized Workforce member of the Covered Entity.
- r. Business Associate may de-identify any and all PHI provided that the de-identification conforms to the requirements of 45 C.F.R. § 164.514(a)-(b) and any associated HHS guidance. Pursuant to 45 C.F.R. § 164.502(d)(2), de-identified information does not constitute PHI and is not subject to the terms of this BAA.
- s. If the Business Associate has not submitted the District's Business Associate Questionnaire prior to contract award, the Business Associate shall file the Questionnaire with the Agency Privacy Liaison or the Agency Contract Administrator within 30 days after contract award. Business Associate shall file the Questionnaire with the Agency Privacy Officer/Liaison or the Agency Contract Administrator on or before October 1st of each contract year. At the discretion of the Agency Privacy Liaison, Business Associates with limited access to PHI may be granted a written waiver to file a letter attesting to their HIPAA compliance on or before October 1st of each contract year.
- t. All DHCF claims data and derived data products containing DHCF PHI received or created by the Business Associate shall be maintained on servers and networks in the United States. In the case of cloud-based applications used by the Business Associate or its subcontractors or agents, Business Associate shall stipulate that only US-based servers and networks will be used by the cloud-based applications that host, store or analyze DHCF PHI data or derived data products containing PHI.

3. Permitted Uses and Disclosures by the Business Associate

- a. Except as otherwise limited in this BAA, the Business Associate may use or disclose PHI to perform functions, activities, or services for, or on behalf of, the Covered Entity as specified in the Contract, provided that such use or disclosure would not violate Subpart E of 45 C.F.R Part 164 if the same activity were performed by the Covered Entity or would not violate the minimum necessary policies and procedures of the Covered Entity.
- b. Except as otherwise limited in this BAA, the Business Associate may use PHI for the proper management and administration of the Business Associate or to carry out the legal responsibilities of the Business Associate.

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- c. Except as otherwise limited in this BAA, the Business Associate may disclose PHI for the proper management and administration of the Business Associate, provided that the disclosures are Required By Law, or the Business Associate obtains reasonable assurances from the person to whom the information is disclosed that it will remain confidential and used, or further disclosed, only as Required By Law, or for the purpose for which it was disclosed to the person, and the person notifies the Business Associate of any instances of which it has knowledge that the confidentiality of the information has been breached.
 - d. Except as otherwise limited in this BAA, the Business Associate may use PHI to provide Data Aggregation services to the Covered Entity as permitted by 45 C.F.R. § 164.504(e)(2)(i)(B).
 - e. Business Associate may use PHI to report violations of this BAA or the HIPAA Regulations to the appropriate federal and District of Columbia authorities, consistent with 45 C.F.R. § 164.502(j)(1)-(2).
4. Additional Obligations of the Business Associate
- a. Business Associate shall submit a written report to the Covered Entity that identifies the files and reports that constitute the Designated Record Set of the Covered Entity. Business Associate shall submit said written report to the Privacy Officer no later than thirty (30) business days after the commencement of this BAA. In the event that Business Associate utilizes new files or reports which constitute the Designated Record Set, Business Associate shall notify the Covered Entity of said event within thirty (30) days of the commencement of the file's or report's usage. The Designated Record Set file shall include, but not be limited to the identity of the following:
 - i. Name of the Business Associate of the Covered Entity;
 - ii. Title of the Report/File;
 - iii. Confirmation that the Report/File contains PHI (Yes or No);
 - iv. Description of the basic content of the Report/File;
 - v. Format of the Report/File (Electronic or Paper);
 - vi. Physical location of Report/File;
 - vii. Name and telephone number of current member(s) of the Workforce of the Covered Entity or other District Government agency responsible for receiving and processing requests for PHI; and
 - viii. Supporting documents if the recipient/personal representative has access to the Report/File.
 - b. Business Associate must provide assurances to the Covered Entity that it will continue to employ sufficient administrative, technical and physical safeguards, as described under the Security Rule, to protect and secure (the Covered Entity's) ePHI entrusted to it. These safeguards include:
 - i. The Business Associate agrees to administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that the Business Associate creates, receives, maintains or transmits on behalf of the Covered Entity.

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- ii. The Business Associate agrees to report to the Covered Entity any security incident of which it becomes aware, including any attempts to access ePHI, whether those attempts were successful or not.
- iii. This BAA may be terminated if the Covered Entity determines that the Business Associate has materially breached the agreement.
- iv. The Business Associate agrees to make all policies and procedures, and documents relating to security, available to the Secretary of HHS for the purposes of determining the Covered Entity's compliance with HIPAA.
- v. This BAA continues in force for as long as the Business Associate retains any access to the Covered Entity's ePHI.
- vi. With respect to the subset of PHI known as electronic PHI (ePHI) as defined by HIPAA Security Standards at 45 C.F.R. §§ 160 and 164, subparts A and C (the "Security Rule"), if in performing the Services, Business Associate, its employees, agents, subcontractors and any other individual permitted by Business Associate will have access to any computer system, network, file, data or software owned by or licensed to Provider that contains ePHI, or if Business Associate otherwise creates, maintains, or transmits ePHI on Provider's behalf, Business Associate shall take reasonable security measures necessary to protect the security of all such computer systems, networks, files, data and software. With respect to the security of ePHI, Business Associate shall: (a) Implement administrative, physical and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of the ePHI that it creates, receives, maintains, or transmits on behalf of the Provider; (b) Ensure that any agent, including a subcontractor, to whom it provides such information agrees to implement reasonable and appropriate safeguards to protect it; and (c) Report to the Provider any security incident of which it becomes aware.
- vii. Business Associate agrees not to electronically transmit or permit access to PHI unless such transmission or access is authorized by this BAA and further agrees that it shall only transmit or permit such access if such information is secured in a manner that is consistent with applicable law, including the Security Rule. For purposes of this BAA "encrypted" shall mean the reversible conversion of readable information into unreadable, protected form so that only a recipient who has the appropriate "key" can convert the information back into original readable form. If the Covered Entity stores, uses or maintains PHI in encrypted form, or in any other secured form acceptable under the security regulations, Covered Entity shall promptly, at request, provide with the key or keys to decrypt such information and will otherwise assure that such PHI is accessible by upon reasonable request.
- viii. In the event Business Associate performs functions or activities involving the use or disclosure of PHI on behalf of Covered Entity that involve the installation or maintenance of any software (as it functions alone or in combination with any hardware or other software), Business Associate shall ensure that all such software complies with all applicable standards and specifications required by the

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HIPAA Regulations and shall inform of any software standards or specifications not compliant with the HIPAA Regulations.

- c. At the request of the Covered Entity, the Business Associate agrees to amend this BAA to comply with all HIPAA mandates.

5. Sanctions

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

6. Obligations of the Covered Entity

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

7. Permissible Requests by Covered Entity

Covered Entity shall not request the Business Associate to use or disclose PHI in any manner that would not be permissible under the Privacy Rule and Subpart E of 45 C.F.R Part 164 if done by the Covered Entity.

8. Representations and Warranties.

The Business Associate represents and warrants to the Covered Entity:

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

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

- b. That it, its employees, agents, subcontractors, representatives and members of its Workforce are in good standing with the District, that it, its employees, agents, subcontractors, representatives and members of its Workforce will submit a letter of good standing from the District, and that it, its employees, agents, subcontractors, representatives and members of its Workforce have not been de-barred from being employed as a contractor by the federal government or District;
- c. That neither the execution of this BAA, nor its performance hereunder, will directly or indirectly violate or interfere with the terms of another agreement to which it is a party, or give any governmental entity the right to suspend, terminate, or modify any of its governmental authorizations or assets required for its performance hereunder. The Business Associate represents and warrants to the Covered Entity that it will not enter into any agreement the execution or performance of which would violate or interfere with this BAA;
- d. That it is not currently the subject of a voluntary or involuntary petition in bankruptcy, does not currently contemplate filing any such voluntary petition, and is not aware of any claim for the filing of an involuntary petition;
- e. That all of its employees, agents, subcontractors, representatives and members of its Workforce, whose services may be used to fulfill obligations under this BAA are or shall be appropriately informed of the terms of this BAA and are under legal obligation to the Business Associate, by contract or otherwise, sufficient to enable the Business Associate to fully comply with all provisions of this BAA. Modifications or limitations that the Covered Entity has agreed to adhere to with regards to the use and disclosure of PHI of any individual that materially affects or limits the uses and disclosures that are otherwise permitted under the Privacy Rule will be communicated to the Business Associate, in writing, and in a timely fashion;
- f. That it will reasonably cooperate with the Covered Entity in the performance of the mutual obligations under this Agreement;
- g. That neither the Business Associate, nor its shareholders, members, directors, officers, agents, subcontractors, employees or members of its Workforce have been excluded or served a notice of exclusion or have been served with a notice of proposed exclusion, or have committed any acts which are cause for exclusion, from participation in, or had any sanctions, or civil or criminal penalties imposed under, any federal or District healthcare program, including but not limited to Medicare or Medicaid, or have been convicted, under federal or District law (including without limitation following a plea of *nolo contendere* or no contest or participation in a first offender deferred adjudication or other arrangement whereby a judgment of conviction has been withheld), of a criminal offense related to (a) the neglect or abuse of a patient, (b) the delivery of an item or service, including the performance of management or administrative services related to the delivery of an item or service, under a federal or District healthcare program, (c) fraud, theft, embezzlement, breach of fiduciary responsibility, or other financial misconduct in

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connection with the delivery of a healthcare item or service or with respect to any act or omission in any program operated by or financed in whole or in part by any federal, state, or local government agency (d) the unlawful, manufacture, distribution, prescription or dispensing of a controlled substance, or (e) interference with or obstruction of any investigation into any criminal offense described in (a) through (d) above. The Business Associate further agrees to notify the Covered Entity immediately after the Business Associate becomes aware that any of the foregoing representations and warranties may be inaccurate or may become incorrect

9. Term and Termination

a. *Term.* The requirements of this BAA shall be effective as of the date of the contract award, and shall terminate when all of the PHI provided by the Covered Entity to the Business Associate, or created or received by the Business Associate on behalf of the Covered Entity, is confidentially destroyed or returned to the Covered Entity within five (5) business days of its request. The PHI shall be returned in a format mutually agreed upon by and between the Privacy Official and/or Privacy Officer or their designee and the appropriate and duly authorized Workforce member of the Business Associate.; If it is infeasible to return or confidentially destroy the PHI, protections shall be extended to such information, in accordance with the termination provisions in this Section and communicated to the Privacy Official or Privacy Officer or their designee. The requirement to return PHI to the District at the end of the contract term or if the contract is terminated applies irrespective of whether the Business Associate is also a Covered Entity under HIPAA. Where a Business Associate is also a Covered Entity, PHI provided by the District, or created or received by the Business Associate on behalf of the District, a duplicate of the record may be acceptable if mutually agreed.

b. *Termination for Cause.* Upon the Covered Entity's knowledge of a material breach of this BAA by the Business Associate, the Covered Entity shall either:

i. Provide an opportunity for the Business Associate to cure the breach within a period of ten (10) days(or such longer period as the District may authorize in writing) after receipt of notice from the Contracting Officer specifying such failure or end the violation and terminate the Contract if the Business Associate does not cure the breach or end the violation within the time specified by the Covered Entity; or

ii. Immediately terminate the Contract if the Business Associate breaches a material term of this BAA and a cure is not possible.

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

c. *Effect of Termination.*

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

[Delete bolded material and insert negotiated terms and conditions if applicable]

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all PHI received from the Covered Entity or created or received by the Business Associate on behalf of the Covered Entity within five (5) business days of termination. This provision shall apply to PHI that is in the possession of ALL subcontractors, agents or Workforce members of the Business Associate. The Business Associate shall retain no copies of PHI in any form.

- ii. In the event that the Business Associate determines that returning or destroying the PHI is infeasible, the Business Associate shall provide written notification to the Covered Entity of the conditions that make the return or confidential destruction infeasible. Upon determination by the agency Privacy Officer/Liaison that the return or confidential destruction of the PHI is infeasible, the Business Associate shall extend the protections of this BAA to such PHI and limit further uses and disclosures of such PHI for so long as the Business Associate maintains such PHI. Additionally, the Business Associate shall:
 - (1) Retain only that PHI which is necessary for Business Associate to continue its proper management and administration or to carry out its legal responsibilities;
 - (2) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the remaining PHI that the Business Associate still maintains in any form;
 - (3) Continue to use appropriate safeguards and comply with Subpart C of 45 C.F.R Part 164 with respect to ePHI to prevent use or disclosure of the PHI, other than as provided for in this section, for as long as Business Associate retains the PHI;
 - (4) Not use or disclose the PHI retained by Business Associate other than for the purposes for which such PHI was retained and subject to the same conditions set out at [Insert section number related to paragraph (ender "Permitted Uses and Disclosures By The Business Associate") which applied prior to termination; and
 - (5) Return to Covered Entity [or, if agreed to by Covered Entity, destroy] the Protected Health Information retained by Business Associate when it is no longer needed by Business Associate for its proper management and administration or to carry out its legal responsibilities.

The obligations outlined in Section 2. Obligations and Activities of Business Associate shall survive the termination of this Contract.

10. Miscellaneous

- a. *Regulatory References.* A reference in this BAA to a section in the Privacy Rule means the section as in effect or as amended.
- b. *Amendment.* A Covered Entity and Business Associate ("the Parties") agree to take such action as is necessary to amend this BAA from time to time as is necessary for the Covered Entity to comply with the requirements of the Privacy Rule and HIPAA Regulations. Except for provisions Required By Law as defined herein, no provision hereof shall be deemed waived unless in expressed in writing and signed by duly

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authorized representatives of the Parties. A waiver with respect to one event shall not be construed as continuing, or as a bar to or waiver of any other right or remedy under this BAA.

- c. *Survival.* The respective rights and obligations of the Business Associate under Section 9. Term and Termination of this HIPAA Compliance BAA and Sections 9 and 20 of the Standard Contract Provisions for use with the District of Columbia Government Supply and Services Contracts, effective March 2007, shall survive termination of the Contract.
- d. *Interpretation.* Any ambiguity in this BAA shall be resolved to permit compliance with applicable federal and District laws, rules and regulations, and the HIPAA Rules, and any requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary; provided that applicable federal and District laws, rules and regulations shall supersede the Privacy Rule if, and to the extent that they impose additional requirements, have requirements that are more stringent than or provide greater protection of patient privacy or the security or safeguarding of PHI than those of the HIPAA Regulations.

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

- e. *No Third-Party Beneficiaries.* The Covered Entity and the Business Associate are the only parties to this BAA and are the only parties entitled to enforce its terms. Except for the rights of Individuals, as defined herein, to have access to and amend their PHI, and to an accounting of the uses and disclosures thereof, in accordance with paragraphs (2)(f), (g) and (j) of this BAA, nothing in the BAA gives, is intended to give, or shall be construed to give or provide any benefit or right, whether directly, indirectly, or otherwise, to third persons.
- f. *Compliance with Applicable Law.* The Business Associate shall comply with all federal and District laws, regulations, executive orders and ordinances, as they may be amended from time to time during the term of this BAA and the Contract; to the extent they are applicable to this BAA and the Contract.
- g. *Governing Law and Forum Selection.* This Contract shall be construed broadly to implement and comply with the requirements relating to the Privacy Rule, and other applicable laws and regulations. All other aspects of this Contract shall be governed under the laws of the District. The Covered Entity and the Business Associate agree that all disputes which cannot be amicably resolved by the Covered Entity and the Business Associate regarding this BAA shall be litigated before the District of Columbia Contract Appeals Board, the District of Columbia Court of Appeals, or the United States District Court for the District of Columbia having jurisdiction, as the case may be. The Covered Entity and the Business Associate expressly waive any and all rights to initiate litigation, arbitration, mediation, negotiations and/or similar proceedings outside the physical

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boundaries of the District of Columbia and expressly consent to the jurisdiction of the above tribunals.

- h. *Indemnification.* The Business Associate shall indemnify, hold harmless and defend the Covered Entity from and against any and all claims, losses, liabilities, costs, and other expenses incurred as a result or arising directly or indirectly out of or in connection with (a) any misrepresentation, breach of warranty or non-fulfillment of any undertaking of the Business Associate under this BAA; and (b) any claims, demands, awards, judgments, actions and proceedings made by any person or organization, arising out of or in any way connected with the performance of the Business Associate under this BAA.
- i. *Injunctive Relief.* Notwithstanding any rights or remedies under this BAA or provided by law, the Covered Entity retains all rights to seek injunctive relief to prevent or stop the unauthorized use or disclosure of PHI by the Business Associate, its Workforce, any of its subcontractors, agents, or any third party who has received PHI from the Business Associate.
- j. *Assistance in litigation or administrative proceedings.* The Business Associate shall make itself and any agents, affiliates, subsidiaries, subcontractors or its Workforce assisting the Business Associate in the fulfillment of its obligations under this HIPAA Compliance BAA and the Contract, available to the Covered Entity, to testify as witnesses, or otherwise, in the event of litigation or administrative proceedings being commenced against the Covered Entity, its directors, officers or employees based upon claimed violation of HIPAA, the Privacy Rule or other laws relating to security and privacy, except where the Business Associate or its agents, affiliates, subsidiaries, subcontractors or its Workforce are a named adverse party.
- k. *Notices.* Any notices between the Parties or notices to be given under this BAA shall be given in writing and delivered by personal courier delivery or overnight courier delivery, or by certified mail with return receipt requested, to the Business Associate or to the Covered Entity, to the addresses given for each Party below or to the address either Party hereafter gives to the other Party. Any notice, being addressed and mailed in the foregoing manner, shall be deemed given five (5) business days after mailing. Any notice delivered by personal courier delivery or overnight courier delivery shall be deemed given upon notice upon receipt.

If to the Business Associate, to

Liberty Healthcare Corporation
401 E. City Ave. Suite 820
Bala Cynwyd, PA 19004

Attention: Privacy officer

Telephone: 410-668-8800

Email: Privacy@LibertyHealth.com

Fax: 410-667-5559

If to the Covered Entity, to:

Department of Health Care Finance

441 4th Street NW, Suite 900S

Washington, DC 20001

Attention: LaRah D. Payne

Information Security & Privacy

Officer Telephone: (202) 442-9116

Email: LaRah.Payne@dc.gov

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- l. *Headings.* Headings are for convenience only and form no part of this BAA and shall not affect its interpretation.
- m. *Counterparts; Facsimiles.* This BAA may be executed in any number of counterparts, each of which shall be deemed an original. Facsimile copies hereof shall be deemed to be originals.
- n. *Successors and Assigns.* The provisions of this BAA shall be binding upon and shall inure to the benefit of the Parties hereto and their respective successors and permitted assigns, if any.
- o. *Severance.* In the event that any provision of this BAA is held by a court of competent jurisdiction to be invalid or unenforceable, the remainder of the provisions of this BAA will remain in full force and effect. In addition, in the event a Party believes in good faith that any provision of this BAA fails to comply with the then-current requirements of the Privacy Rule, such party shall notify the other Party in writing, in the manner set forth in Section 10. Miscellaneous, Paragraph k. Notices. Within ten (10) business days from receipt of notice, the Parties shall address in good faith such concern and amend the terms of this BAA, if necessary to bring the contested provision(s) into compliance.
- p. *Independent Contractor.* The Business Associate will function as an independent contractor and shall not be considered an employee of the Covered Entity for any purpose. Nothing in this BAA shall be interpreted as authorizing the Business Associate Workforce, its subcontractor(s) or its agent(s) or employee(s) to act as an agent or representative for or on behalf of the Covered Entity.
- q. *Entire Agreement.* This BAA, as may be amended from time to time pursuant to Section 10. Miscellaneous, Paragraph b. Amendment, which incorporates by reference the Contract, and specific procedures from the District of Columbia Department of Health Privacy Policy Operations Manual, constitutes the entire agreement and understanding between the Parties and supersedes all prior oral and written agreements and understandings between them with respect to applicable District and federal laws, rules and regulations, HIPAA and the Privacy Rule, and any rules, regulations, requirements, rulings, interpretations, procedures, or other actions related thereto that are promulgated, issued or taken by or on behalf of the Secretary of HHS.

Attachments:

Exhibit A Identity and Procedure Verification



Liberty Healthcare Corporation

THE FREEDOM TO SUCCEED

HIPAA and Corporate Compliance Courses- Essential Learning & Outside Experts & Dates		Length of Training
Confidentiality & HIPAA	04/17/2009	2 hours
Corporate Compliance & Ethics	04/17/2009	2 hours
Board Members: Roles & Responsibilities	04/22/2009	2 hours
Corporate Compliance & Ethics	08/04/2009	2 hours
HIPAA Basics	08/07/2009	3 hours
HIPAA Training	01/08/2010	2 hours
Corporate Compliance Training	01/08/2010	3 hours
HIPPA Training	11/12/2010	2 hours
Corporate Compliance Training	11/12/2010	2 hours
HIPAA Training	06/08/2011	2 hours
Corporate Compliance Training	06/28/2011	2 hours
HIPAA Training	05/12/2012	2 hours
Corporate Compliance Training	05/31/2012	2 hours
HIPAA Training	05/06/2013	2 hours
HIPAA Training	05/06/2013	2 hours
Corporate Compliance Training	05/06/2013	2 hours
HIPAA Training	04/17/2014	2 hours
Corporate Compliance Training	04/17/2014	2 hours
HIPAA Training	02/27/2015	2 hours
Corporate Compliance Training	02/27/2015	2 hours
HIPAA Expert Consultant Training	06/10/2015	8 hours
	08/13/2015	8 hours
HIPAA Risk Assessment Overview	10/27/2015	5 hours
HIPAA Gap Analysis Expert Overview	10/27/2015	5 hours

This list of performance & HIPAA Courses is intended to be confidential to the individual(s) and/or entity to which it is addressed. It may contain information of a privileged and/or confidential nature, which may be subject to protection under the Privacy Act of 1974 and the QPQI Acts of 1986/2005.



Liberty Healthcare Corporation

THE FREEDOM TO SUCCEED

HIPAA and Corporate Compliance Courses- Essential Learning & Outside Experts & Dates	Dates	Length of Training
Corporate Compliance Training	11/13/2015	2 hours
HIPAA Training	11/13/2015	2 hours
HIPAA Training	04/25/2016	2 hours
Corporate Compliance Training	10/20/2016	2 hours
HIPAA Training	11/17/2016	2 hours
Attorney Review of HIPAA Requirements	01/24/2017	8 hours
HIPAA Training	06/08/2017	2 hours
HIPAA Standard Operating Procedures Review	12/06/2017	2 hours
Reporting HIPAA Data incidents	03/16/2018	2 hours
Corporate Compliance Training	06/15/2018	2 hours

Other pertinent Training for HIPAA and Corporate Compliance	
Joint Commission Patient Safety Goals	03/06/2013
Joint Commission Patient Safety Goals	04/17/2014
Patient Rights	06/28/2011
Patient Rights	06/12/2012
Patient Rights	05/30/2013
Age-Specific Patient Care	04/21/2009

This list of performance & HIPAA Courses is intended to be confidential to the individual(s) and/or entity to which it is addressed. It may contain information of a privileged and/or confidential nature, which may be subject to protection under the Privacy Act of 1974 and the QPQI Acts of 1986/2005.



Liberty Healthcare Corporation
THE FREEDOM TO SUCCEED™

Liberty QualityCare® Standard Operating Procedures: INDEX – HIPAA Privacy and Security Plan

Title:	Index to Liberty Privacy and Security Program	Effective Date:	10/03/2014
Author:	Privacy Officer	Last Review Date:	01/24/2018
Location:	All Locations	Last Revision Date:	
Functional Area:	ADMINISTRATION		

POLICY

Introduction to HIPAA Privacy and Security Plan - Brief Overview of the Program

Index HIPAA Standard Operating Procedures (SOPs) – HIPAA Privacy and Security Program 2014

1. HIPAA Rules and Risk Management
2. HIPAA Privacy Officer
3. HIPAA Complaints, Sanction and Non-Retaliation
4. HIPAA Protection, Safeguards and Verification
5. HIPAA Uses & Disclosures and Minimum Necessary
6. HIPAA Authorization Requirements
7. HIPAA Business Associate/Client Agreements
8. HIPAA Right to Request Restrictions and Confidential Communication
9. HIPAA Tracking and Accounting of Disclosures of Protected Health Information
10. HIPAA Right to Request Access to Designated Record Set
11. HIPAA Security Management
12. HIPAA Right to Request an Amendment to Protected Health Information (PHI)
13. HIPAA Security Officer
14. HIPAA Information Access Management
15. HIPAA Workforce Security
16. HIPAA Security Awareness and Training
17. HIPAA Contingency and Disaster Recovery Plan
18. HIPAA Asset Tracking

Index Standard Operating Procedures (SOPs) – HIPAA Privacy and Security Plan 2014

19. **HIPAA Data Integrity for Electronic Protected Health Information (ePHI)**
20. **HIPAA Data/Security Incidents**
21. **HIPAA Security Evaluation**
22. **HIPAA Facility Access Controls**
23. **HIPAA Workstation Use & Security**
24. **HIPAA Device and Media Controls**
25. **HIPAA Portable Computing Devices**
26. **HIPAA Remote Access**
27. **HIPAA Access Control**
28. **HIPAA Audit Control**
29. **HIPAA Person or Entity Authorization**
30. **HIPAA Transmission Security**
31. **HIPAA Document Retention and Storage**
32. **HIPAA Protection from Malicious Software**
33. **HIPAA Change Control**
34. **Breach Notification**

Approved By: **Judith Ann Shields**

Digitally signed by Judith Ann Shields
DN: cn=Judith Ann Shields, o=Liberty Healthcare
Corporation, ou=Compliance Evaluation
email=jshields@libertyhealthcare.com
Date: 2018.03.13 14:10:35 -0400

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number DHCF-2017-C-0067		Page of Pages 1 3		
2. Amendment/Modification Number M001A		3. Effective Date Box 16-C		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Office of Contracting and Procurement 441 4 th Street NW, Suite 700S Washington, DC 20001			Code		7. Administered by (If other than line 6) Department of Healthcare Finance 441 4 th Street, NW, Suite 900 S Washington, DC 20001		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code Facility				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X DCHT-2017-C-0067			
				10B. Dated (See Item 13) 7/31/2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
X B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:							
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR, Chapter 36, Section 3601.2.							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.							
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Contract DHCT-2017-C-0067 is hereby modified as described below: 1. The Contract Number has been changed from DHCT-2017-C-0067 to the contract workspace number CW63013. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)				16A. Name of Contracting Officer Helena Barbour			
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia <i>Helena Barbour</i> (Signature of Contracting Officer)		16C. Date Signed 9/28/18	
(Signature of person authorized to sign)							

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number CW63013		Page of Pages 1 3		
2. Amendment/Modification Number M012		3. Effective Date 7/31/2021		4. Requisition/Purchase Request No.		5. Solicitation Caption Long Term Care Support Services	
6. Issued by: Office of Contracting and Procurement 441 4 th Street NW, Suite 300S Washington, DC 20001			Code		7. Administered by (If other than line 6) Department of Health Care Finance 441 4 th Street NW, Suite 900S Washington, DC 20001		
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation Attention: Eddy Broadway 401 East City Avenue, Suite 820 Bala Cynwyd, PA 19004 Code Facility				9A. Amendment of Solicitation No.			
				9B. Dated (See Item 11)			
				10A. Modification of Contract/Order No. X CW63013			
				10B. Dated (See Item 13) July 31, 2018			
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS							
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.							
12. Accounting and Appropriation Data (If Required)							
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS , IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14							
X A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.							
B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of 27 DCMR, Chapter 36, Section 3601.2.							
C. This supplemental agreement is entered into pursuant to authority of:							
D. Other (Specify type of modification and authority)							
E. IMPORTANT: Contractor is not <input checked="" type="checkbox"/> is <input type="checkbox"/> required to sign this document ____0____ original copies to the issuing office.							
14. Description of Amendment/Modification Contract No. CW63013 is hereby as follows: 1. Pursuant to Section F.2 of the contract, the Contracting Officer, hereby exercises option period three, extending the term of the contract for a period of 12 months commencing on July 31, 2021 through July 30, 2022 in the not-to-exceed amount of \$7,016,522.00 2. Attachment A: Price Schedule B.3.3 is hereby incorporated and made a part of this contract. All other terms and conditions remain unchanged Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.							
15A. Name and Title of Signer (Type or print)			16A. Name of Contracting Officer Helena Barbour				
15B. Name of Contractor		15C. Date Signed		16B. District of Columbia Helena Barbour		16C. Date Signed 7/7/2021	
(Signature of person authorized to sign)				(Signature of Contracting Officer)			

ATTACHMENT A

**Long Term Care Support Services/
Liberty Healthcare Corporation
Modification M012**

B.3.3 OPTION YEAR THREE (July 31, 2021 through July 30, 2022)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001D Section C.5.8	Intake Services	\$65.74 per referral	600	\$39,444	10,000	\$657,400.00
3002D Section C.5.9	Assess Applicant Programmatic (non- financial) eligibility	\$307.03 per assessment	600	\$184,218	10,000	\$3,070,300. 00
3003D Section C.5.10	Referral to Providers	\$87.97 per referral	600	\$52,782	8,000	\$703,760.00
3004D Section C.5.12	Review of Person- Centered Service Plans	\$61.87per assessment	600	\$37,122	3,200	\$197,984.00
Total Estimated Price for CLINs 3001D-3004D				Minimum Total \$269,733	NTE Maximum Total \$4,629,444.00	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
3005D Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$541,101
3006D Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$758,576
3007D Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,087,401
Total Price for CLINs 3005D – 3007D					\$2,387,078	
Option Period Two Grand Total					NTE \$7,016,522	

LONG TERM CARE SUPPORT SERVICES

Liberty Healthcare Corporation
RECAP

CW63013

Action	Period of Performance	Amount
Base Year	POP: July 31, 2019 thru July 30, 2020	\$7,541,177.00
Modification M001	Administrative Change - eInvoicing	No Cost
Modification M001A	Administrative Change – CW Number	No Cost
Modification M002	Administrative Change – BAA HIPPA	No Cost
Modification M003	Administrative Change – Living Wage Adjustment	No cost
Modification M004	Unilateral Change - Executed to exercise Option Period One	\$6,617,972.00
Modification M005	Bilateral Change – Funding Reallocation Between CLINs	No Cost
Modification M006	Administrative Change – CA	No Cost
Modification M007	Administrative Change - Living Wage Adjustment	No Cost
Modification M007A	Bilateral Change – Funding Reallocation Between CLINs and Additional Funding added to CLINs 1001B and 1002B	\$142,780.00
Modification M008	Unilateral Change - Executed to exercise Option Period Two	\$7,012,780.00
Modification M009	Administrative Change – Living Wage Adjustment	No Cost
Modification M010	Administrative Change – CA	No Cost
Modification M011	Bilateral Change – Language change throughout Section C. Funding Reallocation across CLIN lines and an increase in contract amount. Revised amount \$7,142,255.47. This equates to a $\approx 1.85\%$ increase.	\$129,475.47
Modification M012	Unilateral Change - Executed to exercise Option Period Three	\$7,016,522.00
Total Contract Value:		\$28,460,706.47

AMENDMENT OF SOLICITATION / MODIFICATION OF CONTRACT			1. Contract Number	Page of Pages 1 3
2. Amendment/Modification Number M001	3. Effective Date 10/1/2018	4. Requisition/Purchase Request No.	5. Solicitation Caption Actuarial Consulting Services Long Term Care -SS	
6. Issued by: Office of Contracting and Procurement 441 4 th Street NW, Suite 700S Washington, DC 20001		Code	7. Administered by (If other than line 6) Department of Healthcare Finance 441 4 th Street, NW, Suite 900 S Washington, DC 20001	
8. Name and Address of Contractor (No. street, city, county, state and zip code) Liberty Healthcare Corporation 401 E City Avenue Suite 820 Bala Cynwyd, PA 19004-9004 Code Facility		9A. Amendment of Solicitation No.		
		9B. Dated (See Item 11)		
		10A. Modification of Contract/Order No. X DCHT-2017-C-0067		
		10B. Dated (See Item 13) 7/31/2018		
11. THIS ITEM ONLY APPLIES TO AMENDMENTS OF SOLICITATIONS				
<input type="checkbox"/> The above numbered solicitation is amended as set forth in item 14. The hour and date specified for receipt of Offers <input type="checkbox"/> is extended. <input type="checkbox"/> is not extended. Offers must acknowledge receipt of this amendment prior to the hour and date specified in the solicitation or as amended, by one of the following methods: (a) By completing Items 8 and 15, and returning _____ copies of the amendment; (b) By acknowledging receipt of this amendment on each copy of the offer submitted; or (c) BY separate letter or fax which includes a reference to the solicitation and amendment number. FAILURE OF YOUR ACKNOWLEDGMENT TO BE RECEIVED AT THE PLACE DESIGNATED FOR THE RECEIPT OF OFFERS PRIOR TO THE HOUR AND DATE SPECIFIED MAY RESULT IN REJECTION OF YOUR OFFER. If by virtue of this amendment you desire to change an offer already submitted, such may be made by letter or fax, provided each letter or telegram makes reference to the solicitation and this amendment, and is received prior to the opening hour and date specified.				
12. Accounting and Appropriation Data (If Required)				
13. THIS ITEM APPLIES ONLY TO MODIFICATIONS OF CONTRACT/ORDERS. IT MODIFIES THE CONTRACT/ORDER NO. AS DESCRIBED IN ITEM 14				
A. This change order is issued pursuant to (Specify Authority): 27 DCMR, Chapter 36, Contract Modifications The changes set forth in Item 14 are made in the contract/order no. in item 10A.				
X B. The above numbered contract/order is modified to reflect the administrative changes (such as changes in paying office, appropriation data etc.) set forth in item 14, pursuant to the authority of:				
C. This supplemental agreement is entered into pursuant to authority of: 27 DCMR, Chapter 36, Section 3601.2.				
D. Other (Specify type of modification and authority)				
E. IMPORTANT: Contractor <input checked="" type="checkbox"/> is not <input type="checkbox"/> is required to sign this document and return <u>1</u> copy to the issuing office.				
14. Description of Amendment/Modification (Organized by UCF Section headings, including solicitation/contract subject matter where feasible.) Delete clause G.2 Invoice Submittal and substitute the following clause G.2 Invoice Submittal in its place: G.2 INVOICE SUBMITTAL G.2.1 The Contractor shall create and submit payment requests in an electronic format through the DC Vendor Portal, https://vendorportal.dc.gov G.2.2 The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4. G.2.3 To constitute a proper invoice, the Contractor shall enter all required information into the Portal after selecting the applicable purchase order number which is listed on the Contractor's profile. ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED Except as provided herein, all terms and conditions of the document is referenced in Item 9A or 10A remain unchanged and in full force and effect.				
15A. Name and Title of Signer (Type or print)		16A. Name of Contracting Officer Helena Barbour		
15B. Name of Contractor	15C. Date Signed	16B. District of Columbia <i>Helena Barbour</i> (Signature of Contracting Officer)		16C. Date Signed 9/25/18
(Signature of person authorized to sign)				

GOVERNMENT OF THE DISTRICT OF COLUMBIA
Office of Contracting and Procurement



July 31, 2018

Rick Robinson, Executive Vice President
Liberty Healthcare Corporation
401 East City Avenue, Suite 820
Bala Cynwyd, PA 19004
rickr@liberty.com

Subject: Letter Contract No. DHCT-2017-C-0067
Caption: Long Term Care Support Services

Dear Mr. Robinson,

This Letter Contract between the District of Columbia (District) and Liberty Healthcare Corporation (Contractor), wherein Contractor agrees to perform the services set forth in Section C of proposed Contract No. DHCT-2017-C-0067, Attachment A.

This is an Indefinite Delivery Indefinite Quantity (IDIQ) Contract with Fixed Unit Prices and Firm-Fixed Price Components based on the pricing schedule as set forth in, Attachment B.

The District intends to definitize the Letter Contract within 60 days of July 31, 2018 at which time this Letter Contract shall merge with the Definitized Contract. Before the expiration of the 60 days, the Contracting Officer may authorize an additional period in accordance with Section 2425.9 of the District of Columbia Municipal Regulations (27 DCMR). If the District does not definitize this letter contract within 60 days of July 31, 2018 the date of award of this letter contract or any extensions thereof, this letter contract shall expire. In the event of expiration of this letter contract, the District shall pay Contractor for the services performed under this letter contract in an amount not to exceed \$700,000.00. In no event shall the amount paid under this letter contract or any extensions thereof, exceed 50% of the total definitized contract amount.

The effective date of this letter contract shall be July 31, 2018. The duration of the definitized contract shall be from July 31, 2018 to July 30, 2019. The District shall pay Contractor for the services performed during the duration of the definitized contract in an amount not to exceed \$7,541,177.00.

The Contractor shall perform under this Letter Contract pursuant to the terms of the following documents, which are hereby incorporated by reference and made a part of this Contract which in the event of a conflict shall be resolved by giving precedence in the order of priority listed below:

- (a) This Letter Contract
- (b) The Scope of Work – Attachment A; Solicitation Attachments;
- (c) The Pricing Schedule – Attachment B (specifically Contract Line Item Number (CLIN) 0006A for Other Direct Cost (ODC);
- (d) Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at <http://ocp.dc.gov>, under Quick Links click on “Required Solicitation Documents”;
- (e) Contractor’s Initial Proposal dated, April 19, 2018;
- (f) Contractor’s 1st BAFO dated, June 12, 2018; and
- (g) Contractor’s 2nd BAFO dated, July 7, 2018.

The kick-off meeting will be held on July 31, 2018 at 1:00 p.m. If this date changes, you will be notified.

This letter contract shall be subject to the following:


- (a) Appropriation of funds; and
- (b) Approval by the Council of the District of Columbia, in accordance with D.C. Official Code, §2-352.02, if this letter contract is of a value in excess of one million dollars. However, if this letter contract is not in excess of one million dollars, but the value of the subsequent definitized contract, (which includes the value of this letter contract) is in excess of one million dollars, the definitized contract must be approved by the Council in accordance with D.C. Official Code, §2-352.02. If the Council disapproves the subsequent definitized contract, all performance under the letter contract shall terminate and the liability of the District shall be limited to the amount set forth above in the third paragraph of the letter contract.

Agreed to by:



Contractor
Liberty Healthcare Corporation

7/31/18
Date



Helena Barbour
Contracting Officer

7/31/18
Date

ATTACHMENT A

SECTION C: SPECIFICATIONS/WORK STATEMENT

C.1 SCOPE:

DHCF is seeking a contractor to provide: (1) intake services, (2) assess applicant programmatic (non-financial) eligibility, (3) determine the level of care, (4) recommend a range of service hours, and (5) link home health provider services to beneficiaries. It is also the goal of this procurement to increase the validity, reliability and overall quality of the assessment function; improve program integrity and reduce fraud, waste and abuse.

DHCF has reformed the way in which Home and Community Based Long Term Care (HCB-LTC) services are delivered through the DC Medicaid program. LTCSS provide hands-on care to individuals with ongoing disabilities who need help performing activities that most people can perform for themselves; e.g., bathing, dressing, feeding themselves or toileting. The DC Medicaid program offers HCB-LTC services through multiple Medicaid benefits: such as through personal care aide services and home health care services authorized by the DC Medicaid State Plan, through two waiver programs that offer more intensive services to persons with physical or intellectual disabilities, and through a Money Follows the Person (MFP) program aimed at helping people living in nursing facilities return to the community.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date
1	DCMR Chapter 50 Title 29 Medicaid Reimbursement for Personal Care Services available at: http://www.dcregs.dc.gov/	Most Recent
2	DCMR Chapter 99 Title 29 Medicaid Reimbursement for Services Provided by Home Health aides available at: https://dhcf.dc.gov/publication/medicaid-reimbursement-home-health-aides-notice-emergency-and-proposed-rulemaking	Most Recent
6	DCMR Chapter 42 Title 29 Elderly and Individuals with Physical Disabilities Waiver program available at: http://www.dcregs.dc.gov/	Most Recent
4	District of Columbia State Plan Supplement 1 to Attachment 3, 1-B (Text on Personal care – pages 28-30 and Attachment 3.1-C Text on Personal care – pages 6-7) available at: http://www.dcregs.dc.gov/	Most Recent
5	District of Columbia State Plan Supplement 1 to Attachment 3.1-B (Text on Home health services pages 8, 9) available at: http://www.dcregs.dc.gov/	Most Recent
6	Registered Nurses (RN's) 29 DCMR, Section 5008	Most Recent

Item No.	Title	Date
7	DCMR Chapter 97 Title 29 Adult Day Health Program Services available at: http://www.dcregs.dc.gov/	Most Recent
8	DCMR Section 989 of Chapter 9, Long Term Care Services and Supports Assessment Process available at http://www.dcregs.dc.gov/	Most Recent
9	D.C. Health Occupations Revision Act of 1985, D.C. law 6-99; D.C. Official Code, Section 3-1201	March 25, 1986
10	Medicaid Update: Transmittal 16-09- Update to Person-Centered Planning Template	April 13, 2016
11	Prescription Order Form Incomplete Process available at https://dhcf.dc.gov/	March 1, 2016
12	Medicaid Update: Transmittal 17-19 Revised Procedures for Nursing Facility Re-certifications and Out-of-District Placements	August 1, 2017
13	Revised Prescription Order Form (POF) for Long Term Care Supports and Services available at https://dhcf.dc.gov/	January 13, 2017
14	DHCF Personal Care Aide (PCA) LTCSS Assessment Tool	February 26, 2017
15	Transmittal 17-18: Level of Care Process Changes for Long-Term Care Services and Supports available at https://dhcf.dc.gov/	July 28, 2017
16	Medicaid Update: Transmittal 17-15 Language Access Services available at https://dhcf.dc.gov/	June 23, 2017
17	Medicaid Update: Transmittal 17-09 Out-of-State Nursing Facility Placement and Review Procedures available at https://dhcf.dc.gov/	April 20, 2017
18	PASRR Level 1 Form available at https://dhcf.dc.gov/	Most Recent
19	Attestation Form for Nursing Facility available at https://dhcf.dc.gov/	Most Recent
20	Attestation Form for Supervisory RN and Case Managers available at https://dhcf.dc.gov/	Most Recent
21	Medicaid Update: Transmittal 17-01 Revised Prescription Order Form (POF) for Long-Term Care Services and Supports (LTCSS)	January 13, 2017
22	Determination Sheet	Most Recent
23	Provider Choice Form	Most Recent
24	Denial/Acceptance Letters for EPD and nursing facility services	Most Recent
25	New HHA Referral Form with reasons for denials	Most Recent

C.3 DEFINITIONS

C.3.1 These terms when used in this RFP have the following meanings:

- C.3.1.1 **Automated Client Eligibility Determination System (ACEDS)*:** The District of Columbia's automated financial eligibility determination system that assists in making the determination of whether individuals or families are eligible for a variety of human service programs including Medicaid. **Or the District's current automated system utilized for processing financial eligibility.*
- C.3.1.2 **Adult Day Health Program (ADHP):** A program that offers services designed to encourage older adults to live in the community by offering non-residential medical supports and supervised therapeutic activities in an integrated community setting that foster opportunities for community inclusion.
- C.3.1.3 **Clinical Case Management System -** The District's electronic case management system that manages clinical records.
- C.3.1.4 **Conflict-Free Assessment:** A comprehensive and independent assessment completed by DHCF's authorized agent who is not affiliated with the service provider.
- C.3.1.5 **Denial, Suspension, Reduction or Termination of Services:** When EPD, PCA, Nursing facility (NH), or ADHP services are denied, temporarily suspended, reduced, or are no longer desired by the person or their authorized representative or required in the amount, duration, scope, or acuity level authorized.
- C.3.1.6 **Elderly and Persons with Physical Disabilities (EPD) Waiver Program:** The District of Columbia's federally approved 1915 (c) Medicaid Home and Community Waiver Program for seniors (age 65 and above) and persons with physical disabilities (ages 18-64).
- C.3.1.7 **Emergency Assignment/Referral:** A same day list/individuals outside of a regular referral for the purposes of conducting immediate face-to-face LTCSS assessments using the LTC Assessment Tool.
- C.3.1.8 **Face-to-Face Assessment:** An assessment that is conducted in person by a registered nurse, or clinician as identified by DHCF, to determine an applicant's need for long-term care services.
- C.3.1.9 **Financial Abuse:** Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program.
- C.3.1.10 **Fraud:** An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law.
- C.3.1.11 **Incomplete POF:** Any prescription order form that is missing the following accurate data: Medicaid number (if applicable), date of birth, DC Medicaid provider number, National Provider Identifier number, identified chronic medical conditions, clear indication of what activities of daily living the beneficiary is unable to perform.

- C.3.1.12 **Informal Supports:** Persons who provide hands-on personal care or other long-term care services on a voluntary basis without receiving any financial compensation. Informal supports include family members, friends or people from religious or other groups to which the person belongs.
- C.3.1.13 **Initial Assessment:** The first comprehensive assessment (face-to-face) completed by a registered nurse (or clinician as identified by DHCF) on an individual who has not previously received the comprehensive assessment.
- C.3.1.14 **Long Term Care Services and Supports (LTCSS) Assessment Tool (LTC Assessment Tool):** A standardized assessment tool used to determine each person's level of care for LTCSS pertaining to his or her assessed cognitive/behavioral, functional and skilled care needs. Note: the assessment tool is not used to determine programmatic (non-financial) eligibility for persons receiving services in Intermediate Care Facilities for individuals with Intellectual and Developmental Disabilities (ICF/IID) services and programmatic (non-financial) eligibility in the Home and Community-Based Waiver Services for Individuals with Intellectual and Developmental Disabilities (IDD Waiver).
- C.3.1.15 **Long Term Care Services and Supports (LTCSS):** A full array of quality services and/or supports that allow older adults and people with disabilities to assure optimal outcomes such as independence, improved health and quality of life. These crucial services include assistance with activities of daily living which may be provided in institutional or facility-based settings, and supports and services provided in the community and/or in a person's home.
- C.3.1.16 **Medicaid Management Information System (MMIS):** The DC Medicaid program's integrated group of procedures and computer processing operations designed to adjudicate Medicaid claims and process encounter data for the Medicaid program.
- C.3.1.17 **National Provider Identification (NPI) Number:** A unique 10-digit identification number issued to health care providers in the United States by the Centers for Medicare and Medicaid Services (CMS).
- C.3.1.18 **Person/Beneficiary:** A person receiving or applying for long term care services.
- C.3.1.19 **Personal Care Aide (PCA) Services:** Services that are provided to individuals because they are unable to perform one or more Activities of Daily Living (ADL) such as bathing, dressing, toileting, ambulation, or feeding oneself as a result of a medical condition and/or cognitive impairment causing a substantial disability. PCA services shall include, but are not limited to, the services set forth in 29 DCMR Section 5006.7.
- C.3.1.20 **Preadmission Screening Resident Review (PASRR):** A federal requirement to help ensure that individuals are not inappropriately placed in nursing homes for long term care. PASRR ensures the following: (1) that all applicants to a Medicaid-certified nursing facility be evaluated for mental illness and/or intellectual disability; (2) that services are offered in the most appropriate setting for their needs (in the community, a nursing facility, or acute care setting); and (3) that individuals receive the services they need in those settings.
- C.3.1.21 **Prescription Order Form (POF):** A Prescription Order Form is an order by a DC Medicaid enrolled physician or APRN used to verify that an individual needs LTC services.
- C.3.1.22 **Re-Assessment:** A comprehensive face-to-face assessment conducted by a registered nurse (or clinician as identified by DHCF) annually, upon receipt of a complete Prescription Order Form (POF) whereby an initial face-to-face assessment had been conducted and (a) an annual assessment is due for Medicaid recertification, (b) as the result of a change in the individual's

healthcare condition or acuity level, (c) requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted, or (d) is requested by an administrative law judge.

- C.3.1.23 **Re-assessment Attestation:** A document that is completed by the EPD Waiver Case Manager, Supervisory RN for State Plan beneficiaries, or nursing facility physician that is completed annually to attest that there has been no change in the beneficiary's functional status. If there has been no change, the provider can attest via the appropriate documentation, eliminating the need for a face-to-face assessment at recertification.
- C.3.1.24 **Reduction Notice:** Notice sent to an individual who is currently receiving long term care services and supports but is now assessed to require less than the current amount, frequency, duration and scope of long term care services.
- C.3.1.25 **Referral:** A complete Prescription Order Form (POF) signed by a DC Medicaid-enrolled physician or APRN, or written request from DHCF to the Long Term Care Services and Supports (LTCSS) contractor to initiate the face-to-face conflict-free assessment using the most current LTC Assessment Tool.
- C.3.1.26 **Registered Nurse:** A person who is licensed or authorized to practice medicine pursuant to the District of Columbia Health Occupations Revision Act of 1985, effective March 25, 1986 (D.C. law 6-99; D.C. Official Code, Section 3-1201. In addition to the requirements of the District of Columbia Health Occupations Revision Act of 1958, these persons must have excellent skills for clinical assessment, organization, communication and information technology skills and can work independently for the purposes of this contract.
- C.3.1.27 **Termination Notice:** Notice sent to an individual who is currently receiving LTC services but is assessed to no longer be eligible for LTCSS.
- C.3.1.28 **Administrative Decision Letters:** Formal notices provided to beneficiaries to indicate programmatic eligibility/ineligibility to receive LTCSS as required by District Regulations.
- C.3.1.29 **Reconsideration/Redetermination:** An internal administrative review of a person's approved services conducted by DHCF when a person disputes the frequency, scope and/or duration of said services.

C.4 BACKGROUND

- C.4.1 The DHCF (DHCF) is the District of Columbia's State Medicaid Agency. The mission of DHCF is to improve health outcomes by providing access to comprehensive, cost-effective and quality healthcare services for residents of the District of Columbia. The Long Term Care Administration within DHCF is responsible for managing the delivery of Long Term Care Medicaid Benefits including the Home and Community-Based Services Waiver for the Elderly and Persons with Physical Disabilities (EPD Waiver), Personal Care Aide (PCA) services offered under the Medicaid State Plan, nursing facility services, Adult Day Health Program (ADHP) services under the 1915(i) Home and Community-Based State Plan Option and EPD waiver, and other services for persons with intellectual and developmental disabilities.

C.5 REQUIREMENTS

- C.5.1 The Contractor shall, through the LTCSS assessment, process and determine level of care for all LTCSS including EPD Waiver, PCA, nursing facility, ADHP, and any future programs.

- C.5.2 The Contractor shall track the receipt of Prescription Order Forms (POFs) to manage the requests for LTCSS. This includes conducting follow up on any incomplete POFs to ensure that missing information is added/updated for processing.
- C.5.3 Upon receipt of a complete POF, the Contractor shall assess or re-assess an applicant's level of need for LTCSS including EPD Waiver, PCA, nursing facility, and/or ADHP using the LTCSS assessment tool as determined by DHCF. The Contractor shall use the LTCSS assessment tool for assessments/reassessments and determinations of EPD/nursing facility level of need, and shall also document all related information in DHCF's electronic case management system. The Contractor will be notified within thirty days of any changes and/or implementation of a new LTC assessment tool.
- C.5.4 Potential ADHP beneficiaries who received a LTCSS assessment within 10 months from the receipt date of a Prescription Order Form (POF) will not require a face-to-face assessment for ADHP services. In these instances, the Contractor shall conduct a desk review of the POF and LTCSS assessment documents as needed to determine if the person meets eligibility requirements for ADHP services, including physician certification of chronic conditions.
- C.5.5 For beneficiaries seeking nursing facility placement, if the most recent face-to-face assessment is more than 10 months old, the Contractor, once in receipt of a complete POF, shall conduct a new face-to-face assessment to ensure that the score is still 9 or higher to meet the nursing facility level of care (LOC).
- C.5.6 The Contractor shall conduct re-assessments for all State Plan, EPD Waiver, ADHP, PCA, and nursing facility enrollees for the following reasons:
- C.5.6.1 In instances when an annual assessment is due to be completed for ADHP under 1915(i) or EPD waiver;
- C.5.6.2 Secondary to a change in the individual's healthcare condition or acuity level as attested by the appropriate provider;
- C.5.6.3 When requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted; or
- C.5.6.4 Is requested by an administrative law judge.
- C.5.7 Medicaid LTCSS services shall be ordered in writing by a physician or Advanced Practice Registered Nurse (APRN) who has had a prior professional relationship with the individual that included an examination(s) provided in a hospital, physician/APRN's office, nursing facility, or at the individual's home prior to the order for the services.
- C.5.8 Intake:**
- C.5.8.1 The Contractor shall receive requests in the form of a complete POF for assessment for LTCSS by mail, e-fax, or other electronic system or means. The Contractor shall upload the POF to the clinical case management system.
- C.5.8.2 The Contractor shall contact the referral source, person or person's representative as needed to ensure that a valid and complete POF for LTCSS has been received by the Contractor, according to procedures outlined by the District.

- C.5.8.3 The Contractor shall document the date the POF was received. In the event the POF received from the referral source is incomplete, the Contractor shall document the barrier in the clinical case management system, and make at least three attempts to contact the referral source to obtain missing information.
- C.5.8.4 Following assessment, the Contractor shall refer, via the electronic case management system, the person to the applicable programs for which they qualify.
- C.5.8.5 The Contractor shall contact the person or person's representative (for verified Medicaid beneficiaries), and EPD Waiver and nursing facility (NF) individuals without community Medicaid within 72 hours (not later than three business days) of receipt of a completed POF and schedule an appointment to conduct a face-to-face comprehensive assessment to determine level of need for LTCSS using the LTC Assessment Tool.
- C.5.8.6 The Contractor shall provide weekend/holiday coverage for hospital discharge assessment requests daily from 8:15 AM to 4:45 PM. The Contractor, for hospital discharges, shall contact the person within the first eight hours of the receipt of a complete POF and the Preadmission Screening Resident Review (PASRR) to ensure that the assessment is conducted, and the assessment determination is issued within forty-eight (48) hours of the receipt of a complete POF and PASRR.
- C.5.8.7 At any time a face-to-face assessment is required, the Contractor shall reference the language access line phone numbers for beneficiaries that do not speak English as their first language and require additional assistance with comprehension of the assessment documents.
- C.5.8.8 The Contractor shall, provide initial and annual staff training on Cultural Competency and print all required outreach materials provided by DHCF in the six required languages to disseminate to non-English speaking beneficiaries.
- C.5.9 Assess Applicant Eligibility/Need for Services**
- C.5.9.1 The Contractor shall assess Medicaid beneficiary/applicant eligibility and need for services according to the following:
- C.5.9.1.1 The Contractor shall conduct an initial, comprehensive face-to-face assessment of each applicant's programmatic (non-financial) eligibility for LTCSS using the LTC Assessment Tool. The Contractor shall provide a Registered Nurse (or clinician as identified by DHCF) to meet this requirement. The face-to-face assessment using a DHCF-designated tool that shall:
- C.5.9.1.1.1 Confirm and document the person's functional limitations, cognitive/behavioral and skilled care needs, including medication management, in accordance with DHCF regulations and policy guidance;
- C.5.9.1.1.2 Be conducted in consultation with the person and his/her representative and/or support team; unless notified by the person, of the need for family or others in attendance, to provide responses for the person with his/her consent as documented in the appropriate section of the assessment tool.
- C.5.9.1.2 Issue an assessment determination that specifies the person's level of need for LTCSS for which the person is eligible.
- C.5.9.1.3 The Contractor shall conduct an initial assessment of the applicant's needs within three (3) business days from the receipt of the complete POF, unless the person's condition requires that an assessment be conducted sooner to expedite the provision of services to that person, or the person

has requested a later date for the assessment. For hospital discharges, the contractor shall contact the person within the first eight hours of the receipt of a complete POF to ensure that the assessment is conducted, and the assessment determination is issued within forty-eight (48) hours of the submission of a complete POF.

- C.5.9.1.4 The Contractor shall determine the extent to which the applicant meets the criteria for receiving LTCSS services including PCA, Nursing facility, EPD, and ADHP services consistent with DC Medicaid regulations at Chapter 50, MEDICAID REIMBURSEMENT FOR PERSONAL CARE SERVICES, of Title 29, PUBLIC WELFARE and Chapter 97, ADULT DAY HEALTH PROGRAM (ADHP) SERVICES of Title 29, PUBLIC WELFARE, and Chapter 42, HOME AND COMMUNITY-BASED WAIVER FOR PERSONS WHO ARE ELDERLY AND INDIVIDUALS WITH PHYSICAL DISABILITIES of Title 29, PUBLIC WELFARE.
- C.5.9.1.5 The Contractor shall issue the person an administrative decision letter in accordance with DHCF policies and procedures to indicate approval or denial for services.
- C.5.9.1.6 Denial notices should be issued when the Contractor has made three separate attempts to reach the person; if the Medicaid Code/Program Code is determined to be ineligible for LTCSS; or if the person does not meet the eligibility criteria for PCA or ADHP services, or nursing facility level of care.
- C.5.9.1.7 If during the assessment the contractor identifies needs outside the scope of services offered under LTCSS, the contractor shall document these needs on the assessment tool/determination sheet and make a referral to an appropriate entity based upon DHCF guidance, the Aging and Disability Resource Center (ADRC) or additional assistance, community-based services, and person-centered service planning as appropriate, and explain brochure/fact sheet for referral to skilled or behavioral health services.
- C.5.9.1.8 Upon assessment, when the contractor identifies persons eligible for State Plan PCA services who express interest in 1915(i) services, the Contractor shall make the referral to the ADRC for person-centered plan development and provider attestation.
- C.5.10 **Referral to Providers of HCB-LTC Services:**
- C.5.10.1 The Contractor shall refer the person's case to a provider HCB-LTC within twenty-four (24) hours of completion of the person's assessment that can provide the amount, duration, and scope of care authorized by the contractor. For hospital discharges, the Contractor shall refer the case to a provider of HCB-LTC within 24 hours of receipt of a complete POF.
- C.5.10.2 The Contractor shall provide unbiased information to the person to enable him/her to choose a provider, if the person does not have a stated preference of a provider. The provider to whom each person's case shall be referred shall be determined by the person's choice or preference.
- C.5.10.3 The Contractor's referral of the person's case to a provider of HCB-LTC services that can provide the care authorized by the contractor shall include: (1) a copy of the physician's or Advanced Practice Registered Nurse's order in the form of a complete POF; (2) a copy of the assessment conducted by the Contractor; and (3) the range of recommended service hours as determined by the scoring tool of the face-to-face assessment.
- C.5.10.4 The Contractor shall, with the person and/or the person's authorized representative, collect the person's choice of six (6) providers. The contractor shall manage the provider acceptance process and request prior authorization for service delivery.

- C.5.10.5 The Contractor shall provide a summary of DHCF's "HHA Referral and Reasons for Denial Form" on a weekly basis.
- C.5.10.6 The Contractor shall secure notice in writing from providers of their acceptance and refusal of referred person's case to a HCB-LTC provider for PCA services and ensure that a reason for denial is indicated on the reasons for denial form.

C.5.11 Service Authorization Requests

- C.5.11.1 The Contractor shall request service authorizations for beneficiaries utilizing State Plan home health services, EPD Waiver Services or other HCB-LTC services at the option of and as directed by DHCF. Authorization of PCA services shall be requested within 24 hours of the provider's acceptance of the case. For hospital discharges, the contractor shall conduct the assessment, issue the assessment determination, and request the service authorization to the provider within forty-eight (48) hours of the submission of a complete POF. The Contractor shall conduct the assessment and request authorization of services for State Plan and EPD Waiver beneficiaries approved for LTCSS.

C.5.12 Re-Assessment, Update Current Service Authorizations and Review of Person-Centered Service Plans:

- C.5.12.1 The Contractor shall re-assess the need for LTCSS services including PCA, EPD, or ADHP services as noted below:
 - C.5.12.1.1 The Contractor shall conduct a face-to-face reassessment of each person's need for ADHP, services twelve (12) months from the date of the initial assessment and any subsequent reassessments, or as directed by the Contract Administrator, using the LTC Assessment Tool. The Contractor shall provide a registered nurse (or clinician as identified by DHCF) to meet this requirement.
 - C.5.12.1.2 The Contractor shall conduct a comprehensive face-to-face reassessment for LTCSS. For PCA, the contractor shall conduct a face-to-face re-assessment for those beneficiaries who experience a change in health condition (as verified by the home health agency's registered nurse) and have submitted a complete POF. For EPD Waiver, the Contractor shall only conduct face-to-face reassessments for individuals pursuant to a case manager's attestation of a change in health condition and an accompanying complete POF or at the request of DHCF. A case manager attestation shall be completed following the completion of a full assessment in the clinical case management system. For nursing facility services, the Contractor shall only complete a reassessment when there has been a determination by DHCF (or its agent) for decertification.
 - C.5.12.1.3 The Contractor shall complete the LOC for re-certifications within seventy-two (72) hours of receiving the LOC evaluation/attestation from the case manager.
- C.5.12.2 The Contractor shall, based on a re-assessment, determine if the applicant has level of care programmatic (non-financial) eligibility to receive PCA, EPD Waiver, or ADHP services or needs a lesser amount, duration or scope of services requested by the person.
- C.5.12.3 The Contractor shall issue the person a Denial or Reduction of Services Letter in accordance with DHCF policies and procedures. Administrative denial notices should be issued when the Contractor has made three separate attempts to reach the person; when the Medicaid/Program Code is determined to be ineligible for LTCSS; or when the person does not meet nursing facility level of cares.

C.5.12.4 The Contractor shall review person-centered service plans (PCSP) for ADHP services within twenty-four (24) hours of receipt of notice/request in DHCF's electronic case management system. Request for PCSP review by the Contractor will be sent via the electronic case management system from ADRC, DHCF, or case manager providers.

C.5.13 Quality Improvement and Integrity Program:

C.5.13.1 The Contractor shall establish and implement a Quality Improvement and Integrity Program to include the following:

C.5.13.1.1 The Contractor shall establish and implement a detailed Quality Improvement and Program Integrity (QI/PI) plan approved by DHCF which addresses the requirements of this Contract.

C.5.13.1.2 The Contractor shall provide a detailed QI/PI plan to address the quality of service provided, as well as the quality of HCB-LTC services delivered by providers in response to authorizations for service delivery provided by the Contractor.

C.5.13.1.3 The Contractor shall use methods to promote quality improvement and program integrity to include home visits and responding to beneficiary complaints related to services authorized by the Contractor. The Contractor shall develop and calculate metrics of provider performance approved by DHCF that address the provision of authorized services.

C.5.14 Medicaid Beneficiary and Provider Customer Support Service:

C.5.14.1 The Contractor shall establish and implement a Medicaid Beneficiary and Provider Customer Support Service to include the following:

C.5.14.1.1 The Contractor shall provide a toll-free telephone number that provides a 24-hour, 7 days per week point of contact with the Contractor for potential beneficiaries (persons), enrolled persons, referring or ordering providers, and providers delivering HCB-LTC services to DC Medicaid beneficiaries. The Contractor's phone number shall have TTY services available as well as a language translation line as needed.

C.5.14.1.2 The Contractor shall provide interpreters for potential and current beneficiaries who are non-English speakers and for potential and current beneficiaries who use alternative means of communication, such as sign language.

C.5.14.2 The Contractor shall provide persons with information about whom to contact in case of an emergency.

C.5.15 Administrative Functions/Administrative Hearings:

C.5.15.1 The Contractor shall provide related administrative functions to include the following and participate in administrative hearings as follows:

C.5.15.1.1 The Contractor shall provide to DHCF, within two weeks of award of the contract, a plan that documents the actions that the Contractor shall take to ensure the Contractor is able to perform all contract services within ninety (90) calendar days of award. The Contractor shall:

C.5.15.1.1.1 Meet with DHCF at DHCF offices within twenty-one (21) days of contract award to receive DHCF comments on its transition plan and make any necessary changes identified by DHCF.

- C.5.15.1.1.2 Meet with DHCF on a weekly basis, in person or via conference call, to report on progress implementing all contract functions within ninety (90) days of contract award.
- C.5.15.2 The Contractor shall provide documentation in a format and manner approved by DHCF of the quantity and type of services described heretofore. All documentation pertaining to this contract shall be kept and maintained within the District of Columbia.
- C.5.15.3 The Contractor shall devise and implement policies and procedures approved by DHCF to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules to ensure the protection of individually identifiable health information.
- C.5.15.4 The Contractor shall devise and implement policies and procedures approved by DHCF to prevent fraud and financial abuse, and to detect and report instances of fraud and financial abuse to DHCF when it has occurred or is suspected to have occurred.
- C.5.15.5 The Contractor shall devise and implement a plan approved by DHCF to enable the transition of all contract services to a new Contractor in the event of the Contractor's failure to meet the terms and obligations of this contract, or when a new Contractor is selected as part of a regularly-scheduled re-procurement of these services.
- C.5.15.6 The Contractor shall participate in administrative hearings when such a hearing is scheduled in response to a person's appeal of a denial or reduction of service authorized by the Contractor, as determined necessary by DHCF as follows:
 - C.5.15.6.1 Prepare all necessary documentation requested by DHCF; and
 - C.5.15.6.2 Make available for in-person participation in the administrative hearing, the Contractor's Registered Nurse (or clinician as identified by DHCF) who conducted the face-to-face assessment and/or service authorization to provide documentation and testimony as determined necessary by the DHCF or the Administrative Hearing Officer.
- C.5.15.7 The Contractor shall conform its operational practices to any modifications DHCF makes to its rules or regulations that govern the LTCSS service delivery.
- C.5.15.8 The Contractor shall develop a transparent system to manage the requests for LTCSS assessments and ensure that assessments are completed timely and Medicaid eligibility is maintained.
- C.5.16 **No Conflicts of Interest:**
 - C.5.16.1 The Contractor shall not have any conflicts of interests or ownership rights with any entity that could benefit from the service authorizations that are the subject of this procurement. Such conflicts of interests and ownership rights include, but are not limited to:
 - C.5.16.1.1 A direct or indirect ownership or investment interest (including an option or non-vested interest) by the Contractor in any provider of HCB-LTC services. This interest may be in the form of equity, debt, or other means, and includes any indirect ownership or investment interest; or
 - C.5.16.1.3 A compensation arrangement with any home health agency or other agency involved in the provision of HCB-LTC services.
 - C.5.16.2 The Contractor shall submit a signed notarized statement certifying no conflict of interest with any entity that could benefit from the service authorizations that are the subject of this procurement.

The Contractor shall submit the statement within ten (10) days of contract award, and annually on the anniversary of the award date of the contract.

C.5.17 Location of Services:

C.5.17.1 The Contractor shall perform the services described herein at a site located within the District of Columbia.

C.5.18 Reports:

C.5.18.1 The Contractor shall provide the following reports containing the following information:

C.5.18.1.1 Report per service detailing unduplicated referrals for PCA, nursing facility, ADHP or EPD waiver services; of the EPD requests, identify total number of initial requests and total number of recertification requests.

C.5.18.1.2 For EPD waiver requests, a report that includes total number of initial assessments and reassessments completed total number of case manager attestations, and total number of LOC denials.

C.5.18.1.3 Number of face-to-face assessments scheduled, number of face-to-face assessments completed, and a detail of any barriers to completion.

C.5.19 Staff and Organization

C.5.19.1 The Contractor shall ensure that the Contractor's organizational structure is sufficient to serve the needs of DHCF. The Contractor's staffing plan should include the following key personnel:

C.5.19.1.1 Project Director

C.5.19.1.1.1 The Project Director shall serve as the single point of contact for DHCF and maintain overall responsibility for the successful execution of the required services.

C.5.19.1.1.2 Have the authority to make decisions on behalf of the Contractor.

C.5.19.1.1.3 Have a Master's (or other advanced degree) degree in health care administration or related field and at least three (3) years of Medicaid-specific utilization and quality control experience.

C.5.19.1.2 Project Manager

C.5.19.1.2.1 Shall provide broad, cross-cutting support in a variety of areas critical to the successful delivery of the required services. The Project Manager shall be housed at the Contractor's Washington, DC office(s).

C.5.19.1.2.2 Have a minimum of a Master's degree in health care administration or related field, nursing or business administration, and three (3) years of Medicaid-specific utilization review and quality improvement experience, or a Bachelor's degree and five (5) years of Medicaid-specific utilization review and quality improvement experience.

C.5.19.1.2.3 Shall dedicate one hundred percent (100%) of their time to the contract requirements as specified in this document.

C.5.19.1.3 Medical Director – Clinical/Medical Consultation

C.5.19.1.3.1 A Medical Director shall provide clinical/medical consultation, guidance, leadership and quality assurance for the implementation of practices to promote the appropriate care of DC Medicaid beneficiaries receiving long term care services and supports. The Medical Director shall be licensed as a physician in accordance with the District of Columbia Health Occupations Revisions Act of 1985, effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code §§ 3-1201 et seq. (2007 Repl. & Supp.)) The Medical Director shall have an unrestricted license to practice in the District of Columbia and a minimum of three (3) years of experience working with older adults.

C.5.19.1.4 Registered Nurse(s)

C.5.19.1.4.1 The HCB-LTC Registered Nurses responsible for assessing applicant eligibility for LTCSS shall be licensed as a Registered Nurse in the District of Columbia and have a minimum of three (3) years of professional clinical experience to include emergency room and/or ICU experiences and community-based long-term care assessment.

C.5.19.1.4.2 Seventy-five percent (75) of the Contractor's staffing for nurse assessors shall be full-time employees.

C.5.19.1.5 Quality Improvement Manager

C.5.19.1.5.1 The Quality Improvement Manager shall develop and implement the Contractor's Quality Improvement and Program Integrity (QI/PI) Plan (C.5.13), including the integration of continuous quality improvement initiatives to improve the delivery, quality or effectiveness of the Contractor's service delivery.

C.5.19.1.5.2 Shall attend monthly performance meetings with the Contract Administrator and provide feedback on the findings of the monitoring activities, opportunities identified for performance improvement, and action steps required to implement initiatives or complete any corrective actions.

C.5.19.1.5.3 Shall have a minimum of a Bachelor's degree and experiences in quality assurance, evaluation, and performance measurement in the health care industry with two (2) years of Medicaid-specific utilization and quality control experience.

C.5.19.1.6 Data Analysis Manager

C.5.19.1.6.1 The Data Analysis Manager shall oversee and coordinate the production of required reports and deliverables, certifying the accuracy of all information submitted to the District.

C.5.19.1.6.2 Shall play a key role in the Contractor's continuous quality improvement (CQI) efforts through the production of reports and analysis of data gathered.

C.5.19.1.6.3 Shall have a minimum of a Bachelor's degree and three (3) years of professional experience in health care data analysis.

C.5.19.1.6.4 Additional Staffing Requirements

C.5.19.1.6.4.1 The Contractor shall include the following staff as required to successfully perform the required services as outlined in this document:

C.5.19.1.6.4.1.1 Senior Review Managers

C.5.19.1.6.4.1.2 Senior Review Managers shall be registered nurses with a Bachelor's degree and a minimum of five (5) years of medical experience and three (3) years of Medicaid-specific utilization and quality review experience.

C.5.19.1.6.4.2 Medical Reviewers

C.5.19.1.6.4.2.1 The Contractor shall employ Registered Nurses and/or physician reviewers who have a minimum of three (3) years of medical experience in the areas under review and one (1) year of utilization review and quality improvement experience to perform medical review activities. The Medical Reviewers shall be located at the Contractor's Washington, DC office(s).

C.5.19.1.6.4.3 Non-Medical Reviews

C.5.19.1.6.4.3.1 Non-medical reviews may be performed by trained technicians. Non-medical reviews are activities where no clinical judgment is needed to perform the activity.

C.5.19.1.6.4.4 HIPAA Compliance Officer

C.5.19.1.6.4.4.1 The HIPAA Compliance Officer shall be responsible for the development and implementation of HIPAA requirements, as well as monitoring adherence with said requirements.

C.5.20 Start-Up Plan

C.5.20.1 The Contractor shall provide a start-up plan that shall at a maximum be completed within 30 days of contract award. The contractor shall coordinate with the DHCF Contract Administrator in the development and implementation of start-up plan.

C.5.20.2 The Contractor shall provide resumes of Registered Nurses (or other licensed clinicians as identified by DHCF) as described in C.5.19.1.4 selected to begin services as outlined in the Scope of Work. All registered nurses assigned during the contract period are required to attend an orientation with the DHCF Contract Administrator prior to performing services as described in the Scope of Work.

C.5.20.3 The Contractor shall include in its start-up plan available policies/procedures for each CLIN to be implemented in Sections B.3.1 – B.3.5.

C.5.20.4 The Contractor shall include in its start-up plan its procedures for notifying and educating the providers/beneficiaries on its processes to be used in providing the services in the Scope of Work.

C.5.20.5 The Contractor shall include in its start-up plan a training plan for its staff on the District's process, policies, and procedures for completing services.

C.5.21 Readiness Assessment

C.5.21.1 The Contractor shall demonstrate evidence of readiness relative to each requirement and function in the scope of work prior to undertaking any of the services or functions of the Contract. Readiness assessments will begin immediately after the Contract is executed during the start-up period and prior to the start of services. The Readiness Assessment review may include a site visit to the Contractor's offices.

C.5.22 Corrective Action Plan

C.5.22.1 The Contractor shall develop and implement a corrective action plan, acceptable to the DHCF Contract Administrator if the contractor does not meet readiness assessment requirements.

C.5.23 Transitional Exit Plan

C.5.23.1 The Contractor shall provide to the District a draft exit plan that will be finalized by the Contractor and the District within 120 days after contract award. The exit plan shall include procedures to be followed at the expiration/termination of the Contract.

C.5.23.2 The Contractor shall provide sufficient experienced personnel during the transition exit period to ensure that services called for by this contract are maintained at the required level of proficiency.

C.5.23.3 The Contractor shall allow as many personnel as practical to remain on the job to help a successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

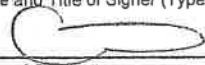
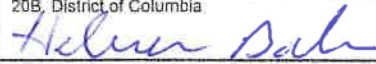
ATTACHMENT B

SECTION B: CONTRACT TYPE, SUPPLIES OR SERVICES AND PRICE/COST

- B.1** The District of Columbia Office of Contracting and Procurement (the "District"), on behalf of the Department of Health Care Finance ("DHCF") is seeking a contractor to provide: (1) intake services, (2) assess applicant programmatic (non-financial) eligibility, (3) determine level of care, (4) recommend a range of service hours, and (5) link home health provider services to beneficiaries. It is also the goal of this procurement to increase the validity, reliability and overall quality of the assessment function; improve program integrity and reduce fraud, waste and abuse.
- B.2** The District contemplates award of **one (1) Indefinite Delivery Indefinite Quantity (IDIQ) Contract with Fixed Unit Prices and Firm-Fixed Price Components.**
- B.2.1** The District intends to award one (1) *indefinite-delivery indefinite-quantity contract* with fixed unit prices and firm fixed price components for the supplies or services specified, and effective for the period stated. Delivery or performance shall be made only as authorized by an order issued in accordance with the Ordering Clause Section G.9.5. The Contractor shall furnish to the District, when and if ordered, the supplies or services specified in the Schedule B up to and including the maximum quantity per year according to Section B.3. The District will order at least the minimum quantity per year. The District will issue one task order at the start of the Contract, which shall be valid for the base period of performance, which shall be one year.
- B.2.2** Enrollee estimates are not guaranteed due to the uncertainty surrounding the number of eligible beneficiaries. The District has included enrollment estimates for each rate cohort in Section B.3 to allow Contractors to develop pricing for the base year period utilizing the firm fixed rates. This is not intended to be a requirements contract.
- B.2.3** There is no limit on the number of orders that may be issued. The District may issue orders requiring delivery to multiple destinations or performance at multiple locations. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and District's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided that the contractor shall not be required to make any deliveries under this contract after June 1, 2023

B.3 PRICE SCHEDULE**B.3.1 BASE YEAR** (Date of Award to twelve (12) months thereafter)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001A Section C.5.8	Intake Services	\$ 59.11	600	\$ 35,466	10,000	\$ 591,100
0002A Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 280.71	600	\$ 168,426	10,000	\$ 2,807,100
0003A Section 5.10	Referrral to Providers	\$ 79.43	600	\$ 47,658	8,000	\$ 635,440
0004A Section 5.12	Review of Person-Centered Service Plans	\$ 56.46	600	\$ 33,876	3,200	\$ 180,672
Total Estimated Price for CLINs 0001A-0004A			Estimated Minimum Total \$ 285,426		Estimated Maximum Total \$ 4,214,312	
Contract Line Item No. (CLIN)	Item Description			Quantity	Total Price	
0005A Section C.5.13	Establish and implement a Quality Improvement and Integrity Program			1	\$ 497,515	
0006A Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service +			1	\$ 1,827,833	
0007A Section C.5.15	Provide related administrative functions including the participation in administrative hearings			1	\$ 1,001,517	
Estimated Total Price for CLINs 0005A-0007A				\$ 3,326,865		
Base Period Estimated Grand Total					\$ 7,541,177	

AWARD/CONTRACT				1. Reserved for later use		Page of Pages	
						1	54
2. Contract Number DCHT-2017-C-0067		3. Effective Date: July 31, 2018		4. Requisition/Purchase Request/Project No.			
5. Issued By: Office of Contracting and Procurement 441 4 th Street, N.W., 700 South Washington, D.C. 20001		Code		6. Administered by (If other than line 5) Department of Health Care Finance Long Term Care 441 4 th Street, N.W., 900 South Washington, D.C. 20001 CA - Pamela Sutton			
7. Name and Address of Contractor (No. street, city, county, state and Zip Code) Liberty Healthcare Corporation 401 East City Avenue, Suite 820 Bala Cynwyd, PA 19004 Attn: Rick Robinson, Executive Vice President 610-668-8800				8. Delivery (See Section F)			
Code				9. Discount for prompt payment			
Facility				10. Submit invoices to the Address shown in (2 copies unless otherwise specified)			Item Section G.2.1
11. Ship to/Mark For Department of Health Care Finance Office of the Director 441 4 th Street, N.W., 900 South Washington, D.C. 20001		Code		12. Payment will be made by Department of Health Care Finance DHCF.invoices@dc.gov		Code	
13. Reserved for future use				14. Accounting and Appropriation Data			
15A. Item	15B. Supplies/Services	15C. Price Per Unit	15D. QTY Minimum	15E. Min Total Price	15F. QTY Maximum	15G. Max Total Price	
0001A	Intake Services	\$59.11	600	\$35,466	10,000	\$591,100	
0002A	Assess Applicant Programmatic (non-financial) eligibility	\$280.71	600	\$168,426	10,000	\$2,807,100	
0003A	Referral to Providers	\$79.43	600	\$47,658	8,000	\$635,440	
0004A	Review of Person-Centered Service Plans	\$56.46	600	\$33,876	3,200	\$180,672	
Total Price for CLINs 0001A-0004A					Min: \$285,426	Max: \$4,214,312	
					Quantity	Total Price	
0005A	Establish and implement a Quality Improvement and Integrity Program				1	\$497,515	
0006A	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$1,827,833	
0007A	Provide related administrative functions including the participation in administrative hearings				1	\$1,001,517	
Total Price for CLINs 0005A - 0007A					\$3,326,865		
Total Amount of Contract					\$7,541,177		
16. Table of Contents							
(X)	Section	Descri	Page	(X)	Section	Description	Page
PART I - THE SCHEDULE				PART II - CONTRACT CLAUSES			
X	A	Solicitation, Offer, and Award	1	X	I	Contract Clauses	42
X	B	Contract Type, Suppliers or Service and Price/Cost	2	PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS			
X	C	Specifications/Work Statement	8	X	J	List of Attachments	53
X	D	Packaging and Marking	23	PART IV - REPRESENTATIONS AND INSTRUCTIONS			
X	E	Inspection and Acceptance	24	K	Representations, Certifications and Other Statements of Offerors		
X	F	Period of Performance and Deliverables	25				
X	G	Contract Administration	27	L	Instructions, conditions & notices to offerors		
X	H	Special Contract Requirements	32	M	Evaluation factors for award		
Contracting Officer will complete Item 17 or 18 as applicable							
17. CONTRACTOR'S NEGOTIATED AGREEMENT (Contractor is required to sign this document and return 1 copy to issuing office.) Contractor agrees to furnish and deliver all items, perform all the services set forth or otherwise identified above and on any continuation sheets, for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. AWARD (Contractor is not required to sign this document.) Your offer on Solicitation Number _____, including the additions or changes made by which additions or changes are set forth in full above, is hereby accepted as to the items listed above and on any continuation sheets. This award consummates the contract which consists of the following documents: (a) the Government's solicitation and your offer, and (b) this award/contract. No further contractual document is necessary.			
19A. Name and Title of Signer (Type or print) <i>vice president-operations</i>  Charles Sproule, Ph.D.				20A. Name of Contracting Officer Helena Barbour			
19B. Name of Contractor Liberty Healthcare Corporation Government of the District of Columbia		19C. Date Signed 8/27/18		20B. District of Columbia 		20C. Date Signed 9/29/18	

B.3 PRICE SCHEDULE**B.3.1 BASE YEAR** (Date of Award to twelve (12) months thereafter)

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
0001A Section C.5.8	Intake Services	\$59.11 per referral	600	\$35,466	10,000	\$591,100
0002A Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 280.71 per assessment	600	\$168,426	10,000	\$2,807,100
0003A Section C.5.10	Referral to Providers	\$79.43 per referral	600	\$47,658	8,000	\$635,440
0004A Section C.5.12	Review of Person- Centered Service Plans	\$56.46 per assessment	600	\$33,876	3,200	\$180,672
Total Estimated Price for CLINs 0001A-0004A				Minimum Total \$285,426	Not to Exceed (NTE) Maximum Total \$4,214,312	
Contract Line Item No. (CLIN)	Item Description			Quantity	Total Price	
0005A Section C.5.13	Establish and implement a Quality Improvement and Integrity Program			1	\$ 497,515	
0006A Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service+			1	\$ 1,827,833	
0007A Section C.5.15	Provide related administrative functions including the participation in administrative hearings			1	\$ 1,001,517	
Total Price for CLINs 0005A – 0007A				\$3,326,865		
Base Period Grand Total						NTE \$7,541,177

B.3.2 OPTION PERIOD ONE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
1001B Section C.5.8	Intake Services	\$61.57 per referral	600	\$36,942	10,000	\$615,700
1002B Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 289.90 per assessment	600	\$173,940	10,000	\$2,899,000
1003B Section C.5.10	Referral to Providers	\$82.57 per referral	600	\$49,542	8,000	\$660,560
1004B Section C.5.12	Review of Person- Centered Service Plans	\$58.40 per assessment	600	\$35,040	3,200	\$186,880
Total Estimated Price for CLINs 1001B-1004B				Minimum Total \$295,464	NTE Maximum Total \$4,362,140	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
1005B Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$511,418
1006B Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$715,513
1007B Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,028,901
Total Price for CLINs 1005B – 1007B					\$2,255,832	
Option Period One Grand Total					NTE \$6,617,972	

B.3.3 OPTION PERIOD TWO

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
2001C Section C.5.8	Intake Services	\$63.60 per referral	600	\$38,160	10,000	\$636,000
2002C Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 298.27 per assessment	600	\$178,962	10,000	\$2,982,700
2003C Section C.5.10	Referral to Providers	\$85.20 per referral	600	\$51,120	8,000	\$681,600
2004C Section C.5.12	Review of Person- Centered Service Plans	\$60.09 per assessment	600	\$36,054	3,200	\$192,288
Total Estimated Price for CLINs 2001C-2004C				Minimum Total \$304,296	NTE Maximum Total \$4,492,588	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
2005C Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$525,964
2006C Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$936,716
2007C Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,057,512
Total Price for CLINs 2005C – 2007C					\$2,520,192	
Option Period Two Grand Total					NTE \$7,012,780	

B.3.4 OPTION PERIOD THREE

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
3001D Section C.5.8	Intake Services	\$65.74 per referral	600	\$39,444	10,000	\$657,400
3002D Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 307.03 per assessment	600	\$184,218	10,000	\$3,070,300
3003D Section C.5.10	Referral to Providers	\$87.97 per referral	600	\$52,782	8,000	\$703,760
3004D Section C.5.12	Review of Person- Centered Service Plans	\$61.87 per assessment	600	\$37,122	3,200	\$197,984
Total Estimated Price for CLINs 3001D-3004D				Minimum Total \$ 313,566		NTE Maximum Total \$ 4,629,444
Contract Line Item No. (CLIN)	Item Description			Quantity	Total Price	
3005D Section C.5.13	Establish and implement a Quality Improvement and Integrity Program			1	\$541,101	
3006D Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service			1	\$758,576	
3007D Section C.5.15	Provide related administrative functions including the participation in administrative hearings			1	\$1,087,401	
Total Price for CLINs 3005D – 3007D				\$2,387,078		
Option Period Three Grand Total					NTE \$7,016,522	

B.3.5 OPTION PERIOD FOUR

Contract Line Item No. (CLIN)	Item Description	Price Per Unit	Quantity Minimum	Minimum Total Price (Unit price x minimum quantity)	Quantity Maximum	Maximum Total Price (Unit price x Maximum quantity)
4001E Section C.5.8	Intake Services	\$68.00 per referral	600	\$40,800	10,000	\$680,000
4002E Section C.5.9	Assess Applicant Programmatic (non-financial) eligibility	\$ 316.20 per assessment	600	\$189,720	10,000	\$3,162,000
4003E Section C.5.10	Referral to Providers	\$90.89 per referral	600	\$54,534	8,000	\$727,120
4004E Section C.5.12	Review of Person- Centered Service Plans	\$63.74 per assessment	600	\$38,244	3,200	\$203,968
Total Estimated Price for CLINs 4001E-4004E				Minimum Total \$323,289	NTE Maximum Total \$4,773,088	
Contract Line Item No. (CLIN)	Item Description				Quantity	Total Price
4005E Section C.5.13	Establish and implement a Quality Improvement and Integrity Program				1	\$556,795
4006E Section C.5.14	Establish and implement a Medicaid Beneficiary and Provider Customer Support Service				1	\$781,115
4007E Section C.5.15	Provide related administrative functions including the participation in administrative hearings				1	\$1,118,663
Total Price for CLINs 4005E – 4007E					\$2,456,573	
Option Period Four Grand Total					NTE \$7,229,661	

B.4

An offeror responding to this solicitation which is required to subcontract shall be required to submit with its proposal, any subcontracting plan required by law. Proposals responding to this RFP may be rejected if the offeror fails to submit a subcontracting plan that is required by law. For contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted in accordance with section H.9.

A Subcontracting Plan form is available at <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

SECTION C: SPECIFICATIONS/WORK STATEMENT**C.1 SCOPE:**

DHCF is seeking a contractor to provide: (1) intake services, (2) assess applicant programmatic (non-financial) eligibility, (3) determine the level of care, (4) recommend a range of service hours, and (5) link home health provider services to beneficiaries. It is also the goal of this procurement to increase the validity, reliability and overall quality of the assessment function; improve program integrity and reduce fraud, waste and abuse.

DHCF has reformed the way in which Home and Community Based Long Term Care (HCB-LTC) services are delivered through the DC Medicaid program. LTCSS provide hands-on care to individuals with ongoing disabilities who need help performing activities that most people can perform for themselves; e.g., bathing, dressing, feeding themselves or toileting. The DC Medicaid program offers HCB-LTC services through multiple Medicaid benefits: such as through personal care aide services and home health care services authorized by the DC Medicaid State Plan, through two waiver programs that offer more intensive services to persons with physical or intellectual disabilities, and through a Money Follows the Person (MFP) program aimed at helping people living in nursing facilities return to the community.

C.2 APPLICABLE DOCUMENTS

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

Item No.	Title	Date
1	DCMR Chapter 50 Title 29 Medicaid Reimbursement for Personal Care Services available at: http://www.dcregs.dc.gov/	Most Recent
2	DCMR Chapter 99 Title 29 Medicaid Reimbursement for Services Provided by Home Health aides available at: https://dhcf.dc.gov/publication/medicaid-reimbursement-home-health-aides-notice-emergency-and-proposed-rulemaking	Most Recent
6	DCMR Chapter 42 Title 29 Elderly and Individuals with Physical Disabilities Waiver program available at: http://www.dcregs.dc.gov/	Most Recent
4	District of Columbia State Plan Supplement 1 to Attachment 3, 1-B (Text on Personal care – pages 28-30 and Attachment 3.1-C Text on Personal care – pages 6-7) available at: http://www.dcregs.dc.gov/	Most Recent
5	District of Columbia State Plan Supplement 1 to Attachment 3.1-B (Text on Home health services pages 8, 9) available at: http://www.dcregs.dc.gov/	Most Recent
6	Registered Nurses (RN's) 29 DCMR, Section 5008	Most Recent

Long Term Care Support Services

Item No.	Title	Date
7	DCMR Chapter 97 Title 29 Adult Day Health Program Services available at: http://www.dcregs.dc.gov/	Most Recent
8	DCMR Section 989 of Chapter 9, Long Term Care Services and Supports Assessment Process available at http://www.dcregs.dc.gov/	Most Recent
9	D.C. Health Occupations Revision Act of 1985, D.C. law 6-99; D.C. Official Code, Section 3-1201	March 25, 1986
10	Medicaid Update: Transmittal 16-09- Update to Person-Centered Planning Template	April 13, 2016
11	Prescription Order Form – Incomplete Process available at https://dhcf.dc.gov/	March 1, 2016
12	Medicaid Update: Transmittal 17-19 Revised Procedures for Nursing Facility Re-certifications and Out-of-District Placements	August 1, 2017
13	Revised Prescription Order Form (POF) for Long Term Care Supports and Services available at https://dhcf.dc.gov/	January 13, 2017
14	DHCF Personal Care Aide (PCA) LTCSS Assessment Tool	February 26, 2017
15	Transmittal 17-18: Level of Care Process Changes for Long-Term Care Services and Supports available at https://dhcf.dc.gov/	July 28, 2017
16	Medicaid Update: Transmittal 17-15 Language Access Services available at https://dhcf.dc.gov/	June 23, 2017
17	Medicaid Update: Transmittal 17-09 Out-of-State Nursing Facility Placement and Review Procedures available at https://dhcf.dc.gov/	April 20, 2017
18	PASRR Level 1 Form available at https://dhcf.dc.gov/	Most Recent
19	Attestation Form for Nursing Facility available at https://dhcf.dc.gov/	Most Recent
20	Attestation Form for Supervisory RN and Case Managers available at https://dhcf.dc.gov/	Most Recent
21	Medicaid Update: Transmittal 17-01 Revised Prescription Order Form (POF) for Long-Term Care Services and Supports (LTCSS)	January 13, 2017
22	Determination Sheet	Most Recent
23	Provider Choice Form	Most Recent
24	Denial/Acceptance Letters for EPD and nursing facility services	Most Recent
25	New HHA Referral Form with reasons for denials	Most Recent

C.3 DEFINITIONS

C.3.1 These terms when used in this RFP have the following meanings:

C.3.1.1 **Automated Client Eligibility Determination System (ACEDS)*:** The District of Columbia's automated financial eligibility determination system that assists in making the determination of whether individuals or families are eligible for a variety of human service programs including Medicaid. **Or the District's current automated system utilized for processing financial eligibility.*

C.3.1.2 **Adult Day Health Program (ADHP):** A program that offers services designed to encourage older adults to live in the community by offering non-residential medical supports and supervised therapeutic activities in an integrated community setting that foster opportunities for community inclusion.

C.3.1.3 **Clinical Case Management System -** The District's electronic case management system that manages clinical records.

C.3.1.4 **Conflict-Free Assessment:** A comprehensive and independent assessment completed by DHCF's authorized agent who is not affiliated with the service provider.

C.3.1.5 **Denial, Suspension, Reduction or Termination of Services:** When EPD, PCA, Nursing facility (NH), or ADHP services are denied, temporarily suspended, reduced, or are no longer desired by the person or their authorized representative or required in the amount, duration, scope, or acuity level authorized.

C.3.1.6 **Elderly and Persons with Physical Disabilities (EPD) Waiver Program:** The District of Columbia's federally approved 1915 (c) Medicaid Home and Community Waiver Program for seniors (age 65 and above) and persons with physical disabilities (ages 18-64).

C.3.1.7 **Emergency Assignment/Referral:** A same day list/individuals outside of a regular referral for the purposes of conducting immediate face-to-face LTCSS assessments using the LTC Assessment Tool.

C.3.1.8 **Face-to-Face Assessment:** An assessment that is conducted in person by a registered nurse, or clinician as identified by DHCF, to determine an applicant's need for long-term care services.

C.3.1.9 **Financial Abuse:** Provider practices that are inconsistent with sound fiscal, business, or medical practices, and result in an unnecessary cost to the Medicaid program or in reimbursement for services that are not medically necessary or that fail to meet professionally recognized standards for health care. It also includes recipient practices that result in unnecessary cost to the Medicaid program.

C.3.1.10 **Fraud:** An intentional deception or misrepresentation made by a person with the knowledge that the deception could result in some unauthorized benefit to himself or some other person. It includes any act that constitutes fraud under applicable Federal or State law.

C.3.1.11 **Incomplete POF:** Any prescription order form that is missing the following accurate data: Medicaid number (if applicable), date of birth, DC Medicaid provider number, National Provider Identifier number, identified chronic medical conditions, clear indication of what activities of daily living the beneficiary is unable to perform.

- C.3.1.12 **Informal Supports:** Persons who provide hands-on personal care or other long-term care services on a voluntary basis without receiving any financial compensation. Informal supports include family members, friends or people from religious or other groups to which the person belongs.
- C.3.1.13 **Initial Assessment:** The first comprehensive assessment (face-to-face) completed by a registered nurse (or clinician as identified by DHCF) on an individual who has not previously received the comprehensive assessment.
- C.3.1.14 **Long Term Care Services and Supports (LTCSS) Assessment Tool (LTC Assessment Tool):** A standardized assessment tool used to determine each person's level of care for LTCSS pertaining to his or her assessed cognitive/behavioral, functional and skilled care needs. Note: the assessment tool is not used to determine programmatic (non-financial) eligibility for persons receiving services in Intermediate Care Facilities for individuals with Intellectual and Developmental Disabilities (ICF/IID) services and programmatic (non-financial) eligibility in the Home and Community-Based Waiver Services for Individuals with Intellectual and Developmental Disabilities (IDD Waiver).
- C.3.1.15 **Long Term Care Services and Supports (LTCSS):** A full array of quality services and/or supports that allow older adults and people with disabilities to assure optimal outcomes such as independence, improved health and quality of life. These crucial services include assistance with activities of daily living which may be provided in institutional or facility-based settings, and supports and services provided in the community and/or in a person's home.
- C.3.1.16 **Medicaid Management Information System (MMIS):** The DC Medicaid program's integrated group of procedures and computer processing operations designed to adjudicate Medicaid claims and process encounter data for the Medicaid program.
- C.3.1.17 **National Provider Identification (NPI) Number:** A unique 10-digit identification number issued to health care providers in the United States by the Centers for Medicare and Medicaid Services (CMS).
- C.3.1.18 **Person/Beneficiary:** A person receiving or applying for long term care services.
- C.3.1.19 **Personal Care Aide (PCA) Services:** Services that are provided to individuals because they are unable to perform one or more Activities of Daily Living (ADL) such as bathing, dressing, toileting, ambulation, or feeding oneself as a result of a medical condition and/or cognitive impairment causing a substantial disability. PCA services shall include, but are not limited to, the services set forth in 29 DCMR Section 5006.7.
- C.3.1.20 **Preadmission Screening Resident Review (PASRR):** A federal requirement to help ensure that individuals are not inappropriately placed in nursing homes for long term care. PASRR ensures the following: (1) that all applicants to a Medicaid-certified nursing facility be evaluated for mental illness and/or intellectual disability; (2) that services are offered in the most appropriate setting for their needs (in the community, a nursing facility, or acute care setting); and (3) that individuals receive the services they need in those settings.
- C.3.1.21 **Prescription Order Form (POF):** A Prescription Order Form is an order by a DC Medicaid enrolled physician or APRN used to verify that an individual needs LTC services.
- C.3.1.22 **Re-Assessment:** A comprehensive face-to-face assessment conducted by a registered nurse (or clinician as identified by DHCF) annually, upon receipt of a complete Prescription Order Form (POF) whereby an initial face-to-face assessment had been conducted and (a) an annual assessment is due for Medicaid recertification, (b) as the result of a change in the individual's

healthcare condition or acuity level, (c) requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted, or (d) is requested by an administrative law judge.

- C.3.1.23 **Re-assessment Attestation:** A document that is completed by the EPD Waiver Case Manager, Supervisory RN for State Plan beneficiaries, or nursing facility physician that is completed annually to attest that there has been no change in the beneficiary's functional status. If there has been no change, the provider can attest via the appropriate documentation, eliminating the need for a face-to-face assessment at recertification.
- C.3.1.24 **Reduction Notice:** Notice sent to an individual who is currently receiving long term care services and supports but is now assessed to require less than the current amount, frequency, duration and scope of long term care services.
- C.3.1.25 **Referral:** A complete Prescription Order Form (POF) signed by a DC Medicaid-enrolled physician or APRN, or written request from DHCF to the Long Term Care Services and Supports (LTCSS) contractor to initiate the face-to-face conflict-free assessment using the most current LTC Assessment Tool.
- C.3.1.26 **Registered Nurse:** A person who is licensed or authorized to practice medicine pursuant to the District of Columbia Health Occupations Revision Act of 1985, effective March 25, 1986 (D.C. law 6-99; D.C. Official Code, Section 3-1201. In addition to the requirements of the District of Columbia Health Occupations Revision Act of 1958, these persons must have excellent skills for clinical assessment, organization, communication and information technology skills and can work independently for the purposes of this contract.
- C.3.1.27 **Termination Notice:** Notice sent to an individual who is currently receiving LTC services but is assessed to no longer be eligible for LTCSS.
- C.3.1.28 **Administrative Decision Letters:** Formal notices provided to beneficiaries to indicate programmatic eligibility/ineligibility to receive LTCSS as required by District Regulations.
- C.3.1.29 **Reconsideration/Redetermination:** An internal administrative review of a person's approved services conducted by DHCF when a person disputes the frequency, scope and/or duration of said services.

C.4 BACKGROUND

- C.4.1 The DHCF (DHCF) is the District of Columbia's State Medicaid Agency. The mission of DHCF is to improve health outcomes by providing access to comprehensive, cost-effective and quality healthcare services for residents of the District of Columbia. The Long Term Care Administration within DHCF is responsible for managing the delivery of Long Term Care Medicaid Benefits including the Home and Community-Based Services Waiver for the Elderly and Persons with Physical Disabilities (EPD Waiver), Personal Care Aide (PCA) services offered under the Medicaid State Plan, nursing facility services, Adult Day Health Program (ADHP) services under the 1915(i) Home and Community-Based State Plan Option and EPD waiver, and other services for persons with intellectual and developmental disabilities.

C.5 REQUIREMENTS

- C.5.1 The Contractor shall, through the LTCSS assessment, process and determine level of care for all LTCSS including EPD Waiver, PCA, nursing facility, ADHP, and any future programs.

- C.5.2 The Contractor shall track the receipt of Prescription Order Forms (POFs) to manage the requests for LTCSS. This includes conducting follow up on any incomplete POFs to ensure that missing information is added/updated for processing.
- C.5.3 Upon receipt of a complete POF, the Contractor shall assess or re-assess an applicant's level of need for LTCSS including EPD Waiver, PCA, nursing facility, and/or ADHP using the LTCSS assessment tool as determined by DHCF. The Contractor shall use the LTCSS assessment tool for assessments/reassessments and determinations of EPD/nursing facility level of need, and shall also document all related information in DHCF's electronic case management system. The Contractor will be notified within thirty days of any changes and/or implementation of a new LTC assessment tool.
- C.5.4 Potential ADHP beneficiaries who received a LTCSS assessment within 10 months from the receipt date of a Prescription Order Form (POF) will not require a face-to-face assessment for ADHP services. In these instances, the Contractor shall conduct a desk review of the POF and LTCSS assessment documents as needed to determine if the person meets eligibility requirements for ADHP services, including physician certification of chronic conditions.
- C.5.5 For beneficiaries seeking nursing facility placement, if the most recent face-to-face assessment is more than 10 months old, the Contractor, once in receipt of a complete POF, shall conduct a new face-to-face assessment to ensure that the score is still 9 or higher to meet the nursing facility level of care (LOC).
- C.5.6 The Contractor shall conduct re-assessments for all State Plan, EPD Waiver, ADHP, PCA, and nursing facility enrollees for the following reasons:
 - C.5.6.1 In instances when an annual assessment is due to be completed for ADHP under 1915(i) or EPD waiver;
 - C.5.6.2 Secondary to a change in the individual's healthcare condition or acuity level as attested by the appropriate provider;
 - C.5.6.3 When requested by the Contract Administrator (CA) at the discretion of DHCF after an initial assessment has been conducted; or
 - C.5.6.4 Is requested by an administrative law judge.
- C.5.7 Medicaid LTCSS services shall be ordered in writing by a physician or Advanced Practice Registered Nurse (APRN) who has had a prior professional relationship with the individual that included an examination(s) provided in a hospital, physician/APRN's office, nursing facility, or at the individual's home prior to the order for the services.
- C.5.8 Intake:**
 - C.5.8.1 The Contractor shall receive requests in the form of a complete POF for assessment for LTCSS by mail, e-fax, or other electronic system or means. The Contractor shall upload the POF to the clinical case management system.
 - C.5.8.2 The Contractor shall contact the referral source, person or person's representative as needed to ensure that a valid and complete POF for LTCSS has been received by the Contractor, according to procedures outlined by the District.

- C.5.8.3 The Contractor shall document the date the POF was received. In the event the POF received from the referral source is incomplete, the Contractor shall document the barrier in the clinical case management system, and make at least three attempts to contact the referral source to obtain missing information.
- C.5.8.4 Following assessment, the Contractor shall refer, via the electronic case management system, the person to the applicable programs for which they qualify.
- C.5.8.5 The Contractor shall contact the person or person's representative (for verified Medicaid beneficiaries), and EPD Waiver and nursing facility (NF) individuals without community Medicaid within 72 hours (not later than three business days) of receipt of a completed POF and schedule an appointment to conduct a face-to-face comprehensive assessment to determine level of need for LTCSS using the LTC Assessment Tool.
- C.5.8.6 The Contractor shall provide weekend/holiday coverage for hospital discharge assessment requests daily from 8:15 AM to 4:45 PM. The Contractor, for hospital discharges, shall contact the person within the first eight hours of the receipt of a complete POF and the Preadmission Screening Resident Review (PASRR) to ensure that the assessment is conducted, and the assessment determination is issued within forty-eight (48) hours of the receipt of a complete POF and PASRR.
- C.5.8.7 At any time a face-to-face assessment is required, the Contractor shall reference the language access line phone numbers for beneficiaries that do not speak English as their first language and require additional assistance with comprehension of the assessment documents.
- C.5.8.8 The Contractor shall, provide initial and annual staff training on Cultural Competency and print all required outreach materials provided by DHCF in the six required languages to disseminate to non-English speaking beneficiaries.
- C.5.9 Assess Applicant Eligibility/Need for Services**
- C.5.9.1 The Contractor shall assess Medicaid beneficiary/applicant eligibility and need for services according to the following:
 - C.5.9.1.1 The Contractor shall conduct an initial, comprehensive face-to-face assessment of each applicant's programmatic (non-financial) eligibility for LTCSS using the LTC Assessment Tool. The Contractor shall provide a Registered Nurse (or clinician as identified by DHCF) to meet this requirement. The face-to-face assessment using a DHCF-designated tool that shall:
 - C.5.9.1.1.1 Confirm and document the person's functional limitations, cognitive/behavioral and skilled care needs, including medication management, in accordance with DHCF regulations and policy guidance;
 - C.5.9.1.1.2 Be conducted in consultation with the person and his/her representative and/or support team; unless notified by the person, of the need for family or others in attendance, to provide responses for the person with his/her consent as documented in the appropriate section of the assessment tool.
 - C.5.9.1.2 Issue an assessment determination that specifies the person's level of need for LTCSS for which the person is eligible.
 - C.5.9.1.3 The Contractor shall conduct an initial assessment of the applicant's needs within three (3) business days from the receipt of the complete POF, unless the person's condition requires that an assessment be conducted sooner to expedite the provision of services to that person, or the person

has requested a later date for the assessment. For hospital discharges, the contractor shall contact the person within the first eight hours of the receipt of a complete POF to ensure that the assessment is conducted, and the assessment determination is issued within forty-eight (48) hours of the submission of a complete POF.

- C.5.9.1.4 The Contractor shall determine the extent to which the applicant meets the criteria for receiving LTCSS services including PCA, Nursing facility, EPD, and ADHP services consistent with DC Medicaid regulations at Chapter 50, MEDICAID REIMBURSEMENT FOR PERSONAL CARE SERVICES, of Title 29, PUBLIC WELFARE and Chapter 97, ADULT DAY HEALTH PROGRAM (ADHP) SERVICES of Title 29, PUBLIC WELFARE, and Chapter 42, HOME AND COMMUNITY-BASED WAIVER FOR PERSONS WHO ARE ELDERLY AND INDIVIDUALS WITH PHYSICAL DISABILITIES of Title 29, PUBLIC WELFARE.
- C.5.9.1.5 The Contractor shall issue the person an administrative decision letter in accordance with DHCF policies and procedures to indicate approval or denial for services.
- C.5.9.1.6 Denial notices should be issued when the Contractor has made three separate attempts to reach the person; if the Medicaid Code/Program Code is determined to be ineligible for LTCSS; or if the person does not meet the eligibility criteria for PCA or ADHP services, or nursing facility level of care.
- C.5.9.1.7 If during the assessment the contractor identifies needs outside the scope of services offered under LTCSS, the contractor shall document these needs on the assessment tool/determination sheet and make a referral to an appropriate entity based upon DHCF guidance, the Aging and Disability Resource Center (ADRC) or additional assistance, community-based services, and person-centered service planning as appropriate, and explain brochure/fact sheet for referral to skilled or behavioral health services.
- C.5.9.1.8 Upon assessment, when the contractor identifies persons eligible for State Plan PCA services who express interest in 1915(i) services, the Contractor shall make the referral to the ADRC for person-centered plan development and provider attestation.
- C.5.10 **Referral to Providers of HCB-LTC Services:**
- C.5.10.1 The Contractor shall refer the person's case to a provider HCB-LTC within twenty-four (24) hours of completion of the person's assessment that can provide the amount, duration, and scope of care authorized by the contractor. For hospital discharges, the Contractor shall refer the case to a provider of HCB-LTC within 24 hours of receipt of a complete POF.
- C.5.10.2 The Contractor shall provide unbiased information to the person to enable him/her to choose a provider, if the person does not have a stated preference of a provider. The provider to whom each person's case shall be referred shall be determined by the person's choice or preference.
- C.5.10.3 The Contractor's referral of the person's case to a provider of HCB-LTC services that can provide the care authorized by the contractor shall include: (1) a copy of the physician's or Advanced Practice Registered Nurse's order in the form of a complete POF; (2) a copy of the assessment conducted by the Contractor; and (3) the range of recommended service hours as determined by the scoring tool of the face-to-face assessment.
- C.5.10.4 The Contractor shall, with the person and/or the person's authorized representative, collect the person's choice of six (6) providers. The contractor shall manage the provider acceptance process and request prior authorization for service delivery.

C.5.10.5 The Contractor shall provide a summary of DHCF's "HHA Referral and Reasons for Denial Form" on a weekly basis.

C.5.10.6 The Contractor shall secure notice in writing from providers of their acceptance and refusal of referred person's case to a HCB-LTC provider for PCA services and ensure that a reason for denial is indicated on the reasons for denial form.

C.5.11 Service Authorization Requests

C.5.11.1 The Contractor shall request service authorizations for beneficiaries utilizing State Plan home health services, EPD Waiver Services or other HCB-LTC services at the option of and as directed by DHCF. Authorization of PCA services shall be requested within 24 hours of the provider's acceptance of the case. For hospital discharges, the contractor shall conduct the assessment, issue the assessment determination, and request the service authorization to the provider within forty-eight (48) hours of the submission of a complete POF. The Contractor shall conduct the assessment and request authorization of services for State Plan and EPD Waiver beneficiaries approved for LTCSS.

C.5.12 Re-Assessment, Update Current Service Authorizations and Review of Person-Centered Service Plans:

C.5.12.1 The Contractor shall re-assess the need for LTCSS services including PCA, EPD, or ADHP services as noted below:

C.5.12.1.1 The Contractor shall conduct a face-to-face reassessment of each person's need for ADHP, services twelve (12) months from the date of the initial assessment and any subsequent reassessments, or as directed by the Contract Administrator, using the LTC Assessment Tool. The Contractor shall provide a registered nurse (or clinician as identified by DHCF) to meet this requirement.

C.5.12.1.2 The Contractor shall conduct a comprehensive face-to-face reassessment for LTCSS. For PCA, the contractor shall conduct a face-to-face re-assessment for those beneficiaries who experience a change in health condition (as verified by the home health agency's registered nurse) and have submitted a complete POF. For EPD Waiver, the Contractor shall only conduct face-to-face reassessments for individuals pursuant to a case manager's attestation of a change in health condition and an accompanying complete POF or at the request of DHCF. A case manager attestation shall be completed following the completion of a full assessment in the clinical case management system. For nursing facility services, the Contractor shall only complete a reassessment when there has been a determination by DHCF (or its agent) for decertification.

C.5.12.1.3 The Contractor shall complete the LOC for re-certifications within seventy-two (72) hours of receiving the LOC evaluation/attestation from the case manager.

C.5.12.2 The Contractor shall, based on a re-assessment, determine if the applicant has level of care programmatic (non-financial) eligibility to receive PCA, EPD Waiver, or ADHP services or needs a lesser amount, duration or scope of services requested by the person.

C.5.12.3 The Contractor shall issue the person a Denial or Reduction of Services Letter in accordance with DHCF policies and procedures. Administrative denial notices should be issued when the Contractor has made three separate attempts to reach the person; when the Medicaid/Program Code is determined to be ineligible for LTCSS; or when the person does not meet nursing facility level of cares.

- C.5.12.4 The Contractor shall review person-centered service plans (PCSP) for ADHP services within twenty-four (24) hours of receipt of notice/request in DHCF's electronic case management system. Request for PCSP review by the Contractor will be sent via the electronic case management system from ADRC, DHCF, or case manager providers.
- C.5.13 Quality Improvement and Integrity Program:**
 - C.5.13.1 The Contractor shall establish and implement a Quality Improvement and Integrity Program to include the following:
 - C.5.13.1.1 The Contractor shall establish and implement a detailed Quality Improvement and Program Integrity (QI/PI) plan approved by DHCF which addresses the requirements of this Contract.
 - C.5.13.1.2 The Contractor shall provide a detailed QI/PI plan to address the quality of service provided, as well as the quality of HCB-LTC services delivered by providers in response to authorizations for service delivery provided by the Contractor.
 - C.5.13.1.3 The Contractor shall use methods to promote quality improvement and program integrity to include home visits and responding to beneficiary complaints related to services authorized by the Contractor. The Contractor shall develop and calculate metrics of provider performance approved by DHCF that address the provision of authorized services.
- C.5.14 Medicaid Beneficiary and Provider Customer Support Service:**
 - C.5.14.1 The Contractor shall establish and implement a Medicaid Beneficiary and Provider Customer Support Service to include the following:
 - C.5.14.1.1 The Contractor shall provide a toll-free telephone number that provides a 24-hour, 7 days per week point of contact with the Contractor for potential beneficiaries (persons), enrolled persons, referring or ordering providers, and providers delivering HCB-LTC services to DC Medicaid beneficiaries. The Contractor's phone number shall have TTY services available as well as a language translation line as needed.
 - C.5.14.1.2 The Contractor shall provide interpreters for potential and current beneficiaries who are non-English speakers and for potential and current beneficiaries who use alternative means of communication, such as sign language.
 - C.5.14.2 The Contractor shall provide persons with information about whom to contact in case of an emergency.
- C.5.15 Administrative Functions/Administrative Hearings:**
 - C.5.15.1 The Contractor shall provide related administrative functions to include the following and participate in administrative hearings as follows:
 - C.5.15.1.1 The Contractor shall provide to DHCF, within two weeks of award of the contract, a plan that documents the actions that the Contractor shall take to ensure the Contractor is able to perform all contract services within ninety (90) calendar days of award. The Contractor shall:
 - C.5.15.1.1.1 Meet with DHCF at DHCF offices within twenty-one (21) days of contract award to receive DHCF comments on its transition plan and make any necessary changes identified by DHCF.

- C.5.15.1.1.2 Meet with DHCF on a weekly basis, in person or via conference call, to report on progress implementing all contract functions within ninety (90) days of contract award.
- C.5.15.2 The Contractor shall provide documentation in a format and manner approved by DHCF of the quantity and type of services described heretofore. All documentation pertaining to this contract shall be kept and maintained within the District of Columbia.
- C.5.15.3 The Contractor shall devise and implement policies and procedures approved by DHCF to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) Privacy and Security Rules to ensure the protection of individually identifiable health information.
- C.5.15.4 The Contractor shall devise and implement policies and procedures approved by DHCF to prevent fraud and financial abuse, and to detect and report instances of fraud and financial abuse to DHCF when it has occurred or is suspected to have occurred.
- C.5.15.5 The Contractor shall devise and implement a plan approved by DHCF to enable the transition of all contract services to a new Contractor in the event of the Contractor's failure to meet the terms and obligations of this contract, or when a new Contractor is selected as part of a regularly-scheduled re-procurement of these services.
- C.5.15.6 The Contractor shall participate in administrative hearings when such a hearing is scheduled in response to a person's appeal of a denial or reduction of service authorized by the Contractor, as determined necessary by DHCF as follows:
 - C.5.15.6.1 Prepare all necessary documentation requested by DHCF; and
 - C.5.15.6.2 Make available for in-person participation in the administrative hearing, the Contractor's Registered Nurse (or clinician as identified by DHCF) who conducted the face-to-face assessment and/or service authorization to provide documentation and testimony as determined necessary by the DHCF or the Administrative Hearing Officer.
- C.5.15.7 The Contractor shall conform its operational practices to any modifications DHCF makes to its rules or regulations that govern the LTCSS service delivery.
- C.5.15.8 The Contractor shall develop a transparent system to manage the requests for LTCSS assessments and ensure that assessments are completed timely and Medicaid eligibility is maintained.
- C.5.16 **No Conflicts of Interest:**
 - C.5.16.1 The Contractor shall not have any conflicts of interests or ownership rights with any entity that could benefit from the service authorizations that are the subject of this procurement. Such conflicts of interests and ownership rights include, but are not limited to:
 - C.5.16.1.1 A direct or indirect ownership or investment interest (including an option or non-vested interest) by the Contractor in any provider of HCB-LTC services. This interest may be in the form of equity, debt, or other means, and includes any indirect ownership or investment interest; or
 - C.5.16.1.3 A compensation arrangement with any home health agency or other agency involved in the provision of HCB-LTC services.
 - C.5.16.2 The Contractor shall submit a signed notarized statement certifying no conflict of interest with any entity that could benefit from the service authorizations that are the subject of this procurement.

The Contractor shall submit the statement within ten (10) days of contract award, and annually on the anniversary of the award date of the contract.

C.5.17 Location of Services:

C.5.17.1 The Contractor shall perform the services described herein at a site located within the District of Columbia.

C.5.18 Reports:

C.5.18.1 The Contractor shall provide the following reports containing the following information:

C.5.18.1.1 Report per service detailing unduplicated referrals for PCA, nursing facility, ADHP or EPD waiver services; of the EPD requests, identify total number of initial requests and total number of recertification requests.

C.5.18.1.2 For EPD waiver requests, a report that includes total number of initial assessments and reassessments completed total number of case manager attestations, and total number of LOC denials.

C.5.18.1.3 Number of face-to-face assessments scheduled, number of face-to-face assessments completed, and a detail of any barriers to completion.

C.5.19 Staff and Organization

C.5.19.1 The Contractor shall ensure that the Contractor's organizational structure is sufficient to serve the needs of DHCF. The Contractor's staffing plan should include the following key personnel:

C.5.19.1.1 Project Director

C.5.19.1.1.1 The Project Director shall serve as the single point of contact for DHCF and maintain overall responsibility for the successful execution of the required services.

C.5.19.1.1.2 Have the authority to make decisions on behalf of the Contractor.

C.5.19.1.1.3 Have a Master's (or other advanced degree) degree in health care administration or related field and at least three (3) years of Medicaid-specific utilization and quality control experience.

C.5.19.1.2 Project Manager

C.5.19.1.2.1 Shall provide broad, cross-cutting support in a variety of areas critical to the successful delivery of the required services. The Project Manager shall be housed at the Contractor's Washington, DC office(s).

C.5.19.1.2.2 Have a minimum of a Master's degree in health care administration or related field, nursing or business administration, and three (3) years of Medicaid-specific utilization review and quality improvement experience, or a Bachelor's degree and five (5) years of Medicaid-specific utilization review and quality improvement experience.

C.5.19.1.2.3 Shall dedicate one hundred percent (100%) of their time to the contract requirements as specified in this document.

C.5.19.1.3 Medical Director – Clinical/Medical Consultation

C.5.19.1.3.1 A Medical Director shall provide clinical/medical consultation, guidance, leadership and quality assurance for the implementation of practices to promote the appropriate care of DC Medicaid beneficiaries receiving long term care services and supports. The Medical Director shall be licensed as a physician in accordance with the District of Columbia Health Occupations Revisions Act of 1985, effective March 25, 1986 (D.C. Law 6-99; D.C. Official Code §§ 3-1201 et seq. (2007 Repl. & Supp.) The Medical Director shall have an unrestricted license to practice in the District of Columbia and a minimum of three (3) years of experience working with older adults.

C.5.19.1.4 Registered Nurse(s)

C.5.19.1.4.1 The HCB-LTC Registered Nurses responsible for assessing applicant eligibility for LTCSS shall be licensed as a Registered Nurse in the District of Columbia and have a minimum of three (3) years of professional clinical experience to include emergency room and/or ICU experiences and community-based long-term care assessment.

C.5.19.1.4.2 Seventy-five percent (75) of the Contractor's staffing for nurse assessors shall be full-time employees.

C.5.19.1.5 Quality Improvement Manager

C.5.19.1.5.1 The Quality Improvement Manager shall develop and implement the Contractor's Quality Improvement and Program Integrity (QI/PI) Plan (C.5.13), including the integration of continuous quality improvement initiatives to improve the delivery, quality or effectiveness of the Contractor's service delivery.

C.5.19.1.5.2 Shall attend monthly performance meetings with the Contract Administrator and provide feedback on the findings of the monitoring activities, opportunities identified for performance improvement, and action steps required to implement initiatives or complete any corrective actions.

C.5.19.1.5.3 Shall have a minimum of a Bachelor's degree and experiences in quality assurance, evaluation, and performance measurement in the health care industry with two (2) years of Medicaid-specific utilization and quality control experience.

C.5.19.1.6 Data Analysis Manager

C.5.19.1.6.1 The Data Analysis Manager shall oversee and coordinate the production of required reports and deliverables, certifying the accuracy of all information submitted to the District.

C.5.19.1.6.2 Shall play a key role in the Contractor's continuous quality improvement (CQI) efforts through the production of reports and analysis of data gathered.

C.5.19.1.6.3 Shall have a minimum of a Bachelor's degree and three (3) years of professional experience in health care data analysis.

C.5.19.1.6.4 Additional Staffing Requirements

C.5.19.1.6.4.1 The Contractor shall include the following staff as required to successfully perform the required services as outlined in this document:

C.5.19.1.6.4.1.1 Senior Review Managers

C.5.19.1.6.4.1.2 Senior Review Managers shall be registered nurses with a Bachelor's degree and a minimum of five (5) years of medical experience and three (3) years of Medicaid-specific utilization and quality review experience.

C.5.19.1.6.4.2 Medical Reviewers

C.5.19.1.6.4.2.1 The Contractor shall employ Registered Nurses and/or physician reviewers who have a minimum of three (3) years of medical experience in the areas under review and one (1) year of utilization review and quality improvement experience to perform medical review activities. The Medical Reviewers shall be located at the Contractor's Washington, DC office(s).

C.5.19.1.6.4.3 Non-Medical Reviews

C.5.19.1.6.4.3.1 Non-medical reviews may be performed by trained technicians. Non-medical reviews are activities where no clinical judgment is needed to perform the activity.

C.5.19.1.6.4.4 HIPAA Compliance Officer

C.5.19.1.6.4.4.1 The HIPAA Compliance Officer shall be responsible for the development and implementation of HIPAA requirements, as well as monitoring adherence with said requirements.

C.5.20 Start-Up Plan

C.5.20.1 The Contractor shall provide a start-up plan that shall at a maximum be completed within 30 days of contract award. The contractor shall coordinate with the DHCF Contract Administrator in the development and implementation of start-up plan.

C.5.20.2 The Contractor shall provide resumes of Registered Nurses (or other licensed clinicians as identified by DHCF) as described in C.5.19.1.4 selected to begin services as outlined in the Scope of Work. All registered nurses assigned during the contract period are required to attend an orientation with the DHCF Contract Administrator prior to performing services as described in the Scope of Work.

C.5.20.3 The Contractor shall include in its start-up plan available policies/procedures for each CLIN to be implemented in Sections B.3.1 – B.3.5.

C.5.20.4 The Contractor shall include in its start-up plan its procedures for notifying and educating the providers/beneficiaries on its processes to be used in providing the services in the Scope of Work.

C.5.20.5 The Contractor shall include in its start-up plan a training plan for its staff on the District's process, policies, and procedures for completing services.

C.5.21 Readiness Assessment

C.5.21.1 The Contractor shall demonstrate evidence of readiness relative to each requirement and function in the scope of work prior to undertaking any of the services or functions of the Contract. Readiness assessments will begin immediately after the Contract is executed during the start-up period and prior to the start of services. The Readiness Assessment review may include a site visit to the Contractor's offices.

C.5.22 Corrective Action Plan

C.5.22.1 The Contractor shall develop and implement a corrective action plan, acceptable to the DHCF Contract Administrator if the contractor does not meet readiness assessment requirements.

C.5.23 Transitional Exit Plan

C.5.23.1 The Contractor shall provide to the District a draft exit plan that will be finalized by the Contractor and the District within 120 days after contract award. The exit plan shall include procedures to be followed at the expiration/termination of the Contract.

C.5.23.2 The Contractor shall provide sufficient experienced personnel during the transition exit period to ensure that services called for by this contract are maintained at the required level of proficiency.

C.5.23.3 The Contractor shall allow as many personnel as practical to remain on the job to help a successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

SECTION D: PACKAGING AND MARKING

- D.1** 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.1)

SECTION E: INSPECTION AND ACCEPTANCE

- E.1** The inspection and acceptance requirements for this contract shall be governed by clause number 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.1)

SECTION F: PERIOD OF PERFORMANCE AND DELIVERABLES**F.1 TERM OF CONTRACT**

The term of the contract shall be from July 31, 2018 through July 30, 2019.

F.1.1 The Letter Contract awarded to the Contractor on July 31, 2018, for the term July 31, 2018 through September 29, 2019 for the services covered by this contract is incorporated into and merged with this contract.

F.1.2 Upon execution of this contract, the effective date of the letter contract, July 31, 2018, shall be the first day of this contract.

F.2 OPTION TO EXTEND THE TERM OF THE CONTRACT

F.2.1 The District may extend the term of this contract for a period of four (4) one-year option periods, or successive fractions thereof, by written notice to the Contractor before the expiration of the contract; provided that the District will give the Contractor preliminary written notice of its intent to extend at least thirty (30) days before the contract 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 Contractor may waive the thirty (30) day preliminary notice requirement by providing a written waiver to the Contracting Officer prior to expiration of the contract.

F.2.2 If the District exercises this option, the extended contract shall be considered to include this option provision.

F.2.3 The price for the option period shall be as specified in Sections B.3.2 – B.3.5 of the contract.

F.2.4 The total duration of this contract, including the exercise of any options under this clause, shall not exceed five (5) years.

F.3 DELIVERABLES

The Contractor shall perform the activities required to successfully complete the District's requirements and submit each deliverable to the Contract Administrator (CA) identified in section G.9 in accordance with the following:

Deliverable Number	Reference Section	Deliverable/Name Description	Due Date
1	C.5.20	Start-up Plan	Ongoing plan provided by Contractor.
2	C.5.18	Report per service detailing unduplicated referrals for PCA, nursing facility, ADHP or EPD waiver services	Monthly on the 15 th of the month following the reporting period
3	C.5.18	For EPD waiver requests, a report that includes total number of initial assessments and re-assessments completed total number of case manager attestations, and total number of	Monthly on the 15 th of the month following the reporting period

Deliverable Number	Reference Section	Deliverable/Name Description	Due Date
		LOC denials.	
4	C.5.12	Issue service authorizations for the delivery of PCA and ADHP services (or any additional services added) within 24 hours of completion of the face-to-face assessment.	Within 24 hours of completion of the face-to-face assessment
5	C.5.12	Provide a summary of DHCF's "HHA Referral and Reasons for Denial Form" on a weekly basis.	Weekly
6	C.5.13	Quality Improvement/Program Integrity Plan in accord with C.5.13	Status to be reported quarterly at a minimum
7	C.5.14	Phone and email details for the Contractor's customer support information for beneficiary and provider use	Annually, or sooner if there is a change
8	C.5.14	Unduplicated count of the number, type (category of caller) and method of contact (e.g., phone, TTY, fax, use of language line), and disposition of calls received for PCA, nursing facility, EPDW, or ADHP services.	Monthly on the 15 th of the month following the previous month.
9	C.5.15	Transition plan that documents the actions that the Contractor shall take to ensure the Contractor is able to perform all contract services within 90 calendar days of the award of the contract.	Original plan provided by Contractor.
10	C.5.15	Policies and procedure to ensure compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA).	Original policies provided by Contractor. Updated policies to be reported at annually.
11	C.5.15	Policies and procedures to prevent fraud and financial abuse, and to detect and report instances of fraud and financial abuse to DHCF when it occurred or is suspected to have occurred.	Original policies provided by Contractor. Updated policies to be provided annually.
12	C.5.20	Training Plan	Annually, on the 1 st of each calendar year

F.3.1 The Contractor shall submit to the District, as a deliverable, the report described in section H.5.5 that is required by the 51% District Residents New Hires Requirements and First Source Employment Agreement. If the Contractor does not submit the report as part of the deliverables, final payment to the Contractor shall not be paid pursuant to section G.3.2.

SECTION G: CONTRACT ADMINISTRATION

G.1 INVOICE PAYMENT

- G.1.1** The District will make payments to the Contractor, upon the submission of proper invoices, at the prices stipulated in this contract, for supplies delivered and accepted or services performed and accepted, less any discounts, allowances or adjustments provided for in this contract.
- G.1.2** The District will pay the Contractor on or before the 30th day after receiving a proper invoice from the Contractor.

G.2 INVOICE SUBMITTAL

- G.2.1** The Contractor shall submit proper invoices on a monthly basis or as otherwise specified in Section G.4 electronically to the Contract Administrator at dhcf.invoices@dc.gov :

Office of the Chief Financial Officer
Human Support Services Cluster
Accounts Payable Department
64 New York Avenue, 4th Floor
Washington, DC 20002

- G.2.2** To constitute a proper invoice, the Contractor shall submit the following information on the invoice:
- G.2.2.1** Contractor's name, federal tax ID and invoice date (date invoices as of the date of mailing or transmittal);
- G.2.2.2** Contract number and invoice number;
- G.2.2.3** Description, price, quantity and the date(s) that the supplies or services were delivered or performed;
- G.2.2.4** Other supporting documentation or information, as required by the Contracting Officer;
- G.2.2.5** Name, title, telephone number and complete mailing address of the responsible official to whom payment is to be sent;
- G.2.2.6** Name, title, phone number of person preparing the invoice;
- G.2.2.7** Name, title, phone number and mailing address of person (if different from the person identified in G.2.2.6 above) to be notified in the event of a defective invoice; and
- G.2.2.8** Authorized signature.

G.3 FIRST SOURCE AGREEMENT REQUEST FOR FINAL PAYMENT

- G.3.1** 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.5.5.
- G.3.2** No final payment shall be made to the Contractor until the agency CFO has received the CO's final determination or approval of waiver of the Contractor's compliance with 51% District Residents New Hires Requirements and First Source Employment Agreement requirements.

G.4 PAYMENT

G.4.1 Payments will be based upon Section B (Price Schedules) and Section F (Deliverables).

G.5 ASSIGNMENT OF CONTRACT PAYMENTS

G.5.1 In accordance with 27 DCMR 3250, the Contractor 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.5.2 Any assignment shall cover all unpaid amounts payable under this contract, and shall not be made to more than one party.

G.5.3 Notwithstanding an assignment of contract payments, the Contractor, 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.6 THE QUICK PAYMENT CLAUSE

G.6.1 Interest Penalties to Contractors

G.6.1.1 The District will pay interest penalties on amounts due to the Contractor 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 the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.1.2 Any amount of an interest penalty which 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.6.2 Payments to Subcontractors

G.6.2.1 The Contractor 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:

- a) 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
- b) Notify the District and the subcontractor, in writing, of the Contractor's intention to withhold all or part of the subcontractor's payment and state the reason for the nonpayment.

G.6.2.2 The Contractor 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 of the item of property or service is made on or before:

- a) the 3rd day after the required payment date for meat or a meat product;
- b) the 5th day after the required payment date for an agricultural commodity; or
- c) the 15th day after the required payment date for any other item.

G.6.2.3 Any amount of an interest penalty which remains unpaid by the Contractor 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.6.2.4 A dispute between the Contractor 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.6.3 Subcontract requirements

G.6.3.1 The Contractor 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).

G.7 CONTRACTING OFFICER (CO)

Contracts will be entered into and signed on behalf of the District only by contracting officers. The contact information for the Contracting Officer is:

Monica Hariri (Cobbs)
Office of Contracting and Procurement
441 4th Street, N.W. Suite 900 South
Washington, DC 20001
(202) 442-5819
Monica.Cobbs2@dc.gov

G.8 AUTHORIZED CHANGES BY THE CONTRACTING OFFICER

G.8.1 The CO is the only person authorized to approve changes in any of the requirements of this contract.

G.8.2 The Contractor shall not comply with any order, directive or request that changes or modifies the requirements of this contract, unless issued in writing and signed by the CO.

G.8.3 In the event the Contractor effects any change at the instruction or request of any person other than the CO, the change will be considered to have been made without authority and no adjustment will be made in the contract price to cover any cost increase incurred as a result thereof.

G.9 CONTRACT ADMINISTRATOR (CA)

G.9.1 The CA is responsible for general administration of the contract and advising the CO as to the Contractor's compliance or noncompliance with the contract. The CA has the responsibility of ensuring the work conforms to the requirements of the contract and such other responsibilities and authorities as may be specified in the contract. These include:

- G.9.1.1** Keeping the CO fully informed of any technical or contractual difficulties encountered during the performance period and advising the CO of any potential problem areas under the contract;
- G.9.1.2** Coordinating site entry for Contractor personnel, if applicable;
- G.9.1.3** Reviewing invoices for completed work and recommending approval by the CO if the Contractor's costs are consistent with the negotiated amounts and progress is satisfactory and commensurate with the rate of expenditure;
- G.9.1.4** Reviewing and approving invoices for deliverables to ensure receipt of goods and services. This includes the timely processing of invoices and vouchers in accordance with the District's payment provisions; and
- G.9.1.5** Maintaining a file that includes all contract correspondence, modifications, records of inspections (site, data, equipment) and invoice or vouchers.
- G.9.2** The address and telephone number of the CA is:

leisha Gray,
Director, Long Term Care Administration
Department of Health Care Finance
441 4th St., NW Suite 900 S
Washington, DC 20001
Telephone (202) 442-5818 Fax (202) 610-3209
leisha.Gray@dc.gov

- G.9.3** The CA shall NOT have the authority to:
1. Award, agree to, or sign any contract, delivery order or task order. Only the CO shall make contractual agreements, commitments or modifications;
 2. Grant deviations from or waive any of the terms and conditions of the contract;
 3. Increase the dollar limit of the contract or authorize work beyond the dollar limit of the contract
 4. Authorize the expenditure of funds by the Contractor;
 5. Change the period of performance; or
 6. Authorize the use of District property, except as specified under the contract.
- G.9.4** The Contractor will be fully responsible for any changes not authorized in advance, in writing, by the CO; may be denied compensation or other relief for any additional work performed that is not so authorized; and may also be required, at no additional cost to the District, to take all corrective action necessitated by reason of the unauthorized changes.
- G.9.5** **Ordering Clause**
- G.9.5.1** Any supplies and services to be furnished under the Contract shall be ordered by issuance of delivery orders or task orders by the Contracting Officer. Such orders may be issued during the term of the Contract.
- G.9.5.2** All delivery orders or task orders are subject to the terms and conditions of the Contract. In the event of a conflict between a delivery order or task order and the Contract, the Contract shall control.

- G.9.5.3 If mailed, a delivery order or task order is considered “issued” when the District deposits the order in the mail. Orders may be issued by facsimile or by electronic commerce method.

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.1.1.1 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.1.2 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

The Contractor shall be bound by the Wage Determination No. 2015-4281 Revision 9, dated 1/10/2018 issued by the U.S. Department of Labor in accordance with the Service Contract Act, 41 U.S.C. §§ 6701 - 6707, and incorporated herein as Section J.2. The Contractor 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 Contractor 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 Contractor may be entitled to an equitable adjustment.

H.3 PREGNANT WORKERS FAIRNESS

H.3.1 The Contractor shall comply with the Protecting Pregnant Workers Fairness Act of 2016, D.C. Official Code § 32-1231.01 *et seq.* (PPWF Act).

H.3.2 The Contractor shall not:

- (a) Refuse to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding for an employee, unless the Contractor can demonstrate that the accommodation would impose an undue hardship;
- (b) Take an adverse action against an employee who requests or uses a reasonable accommodation in regard to the employee's conditions or privileges of employment, including failing to reinstate the employee when the need for reasonable accommodations ceases to the employee's original job or to an equivalent position with equivalent:
 - 1) Pay;
 - 2) Accumulated seniority and retirement;
 - 3) Benefits; and
 - 4) Other applicable service credits;

- (c) Deny employment opportunities to an employee, or a job applicant, if the denial is based on the need of the employer to make reasonable accommodations to the known limitations related to pregnancy, childbirth, related medical conditions, or breastfeeding;
- (d) Require an employee affected by pregnancy, childbirth, related medical conditions, or breastfeeding to accept an accommodation that the employee chooses not to accept if the employee does not have a known limitation related to pregnancy, childbirth, related medical conditions, or breastfeeding or the accommodation is not necessary for the employee to perform her duties;
- (e) Require an employee to take leave if a reasonable accommodation can be provided; or
- (f) Take adverse action against an employee who has been absent from work as a result of a pregnancy-related condition, including a pre-birth complication.

H.3.3 The Contractor shall post and maintain in a conspicuous place a notice of rights in both English and Spanish and provide written notice of an employee's right to a needed reasonable accommodation related to pregnancy, childbirth, related medical conditions, or breastfeeding pursuant to the PPWF Act to:

- (a) New employees at the commencement of employment;
- (b) Existing employees; and
- (c) An employee who notifies the employer of her pregnancy, or other condition covered by the PPWF Act, within 10 days of the notification.

H.3.4 The Contractor shall provide an accurate written translation of the notice of rights to any non-English or non-Spanish speaking employee.

H.3.5 Violations of the PPWF Act shall be subject to civil penalties as described in the Act.

H.4 UNEMPLOYED ANTI-DISCRIMINATION

H.4.1 The Contractor shall comply with the Unemployed Anti-Discrimination Act of 2012, D.C. Official Code § 32-1361 *et seq.*

H.4.2 The Contractor shall not:

- (a) Fail or refuse to consider for employment, or fail or refuse to hire, an individual as an employee because of the individual's status as unemployed; or
- (b) Publish, in print, on the Internet, or in any other medium, an advertisement or announcement for any vacancy in a job for employment that includes:
 - (1) Any provision stating or indicating that an individual's status as unemployed disqualifies the individual for the job; or
 - (2) Any provision stating or indicating that an employment agency will not consider or hire an individual for employment based on that individual's status as unemployed.

H.4.3 Violations of the Unemployed Anti-Discrimination Act shall be subject to civil penalties as described in the Act.

H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT

Delete Article 35, 51% District Residents New Hires Requirements and First Source Employment Agreement, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Section **H.5 51% DISTRICT RESIDENTS NEW HIRES REQUIREMENTS AND FIRST SOURCE EMPLOYMENT AGREEMENT** in its place:

H.5.1 For contracts for services in the amount of \$300,000 or more, 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.5.2 The Contractor shall enter into and maintain during the term of the contract, a First Source Employment Agreement (Employment Agreement) with the District of Columbia Department of Employment Service's (DOES), in which the Contractor shall agree that:

H.5.2.1 The first source for finding employees to fill all jobs created in order to perform the contract shall be the First Source Register; and

H.5.2.2 The first source for finding employees to fill any vacancy occurring in all jobs covered by the Employment Agreement shall be the First Source Register.

H.5.3 The Contractor shall not begin performance of the contract until its Employment Agreement has been accepted by DOES. Once approved, the Employment Agreement shall not be amended except with the approval of DOES.

H.5.4 The Contractor agrees that at least 51% of the new employees hired to perform the contract shall be District residents.

H.5.5 The Contractor's hiring and reporting requirements under the First Source Act and any rules promulgated thereunder shall continue for the term of the contract.

H.5.6 The CO may impose penalties, including monetary fines of 5% of the total amount of the direct and indirect labor costs of the contract, for a willful breach of the Employment Agreement, failure to submit the required hiring compliance reports, or deliberate submission of falsified data.

H.5.7 If the Contractor does not receive a good faith waiver, the CO may also impose an additional penalty equal to 1/8 of 1% of the total amount of the direct and indirect labor costs of the contract for each percentage by which the Contractor fails to meet its hiring requirements.

H.5.8 Any contractor which violates, more than once within a 10-year timeframe, the hiring or reporting requirements of the First Source Act shall be referred for debarment for not more than five (5) years.

H.5.9 The contractor may appeal any decision of the CO pursuant to this clause to the D.C. Contract Appeals Board as provided in **clause 14 of the SCP, Disputes**.

H.5.10 The provisions of the First Source Act do not apply to nonprofit organizations which employ 50 employees or less.

H.6 DIVERSION, REASSIGNMENT AND REPLACEMENT OF KEY PERSONNEL

H.6.1 The key personnel specified in the contract are considered to be essential to the work being performed hereunder. Prior to diverting any of the specified key personnel for any reason, the Contractor shall notify the CO at least thirty (30) calendar days in advance and shall submit justification, including proposed substitutions, in sufficient detail to permit evaluation of the impact upon the contract. The Contractor shall obtain written approval of the CO for any proposed substitution of key personnel.

H.7 ADVISORY AND ASSISTANCE SERVICES

H.7.1 This contract is a "nonpersonal services contract". The Contractor and the Contractor's employees: (1) shall perform the services specified herein as independent contractors, not as employees of the government; (2) shall be responsible for their own management and administration of the work required and bear sole responsibility for complying with any and all technical, schedule, financial requirements or constraints attendant to the performance of this contract; (3) shall be free from supervision or control by any government employee with respect to the manner or method of performance of the service specified; but (4) shall, pursuant to the government's right and obligation to inspect, accept or reject work, comply with such general direction of the CO, or the duly authorized representative of the CO as is necessary to ensure accomplishment of the contract objectives.

H.8 CRIMINAL BACKGROUND AND TRAFFIC RECORDS CHECKS FOR CONTRACTORS THAT PROVIDE DIRECT SERVICES TO CHILDREN OR YOUTH

H.8.1 A contractor that provides services as a covered child or youth services provider, as defined in section 202(3) of the Child and Youth, Safety and Health Omnibus Amendment Act of 2004, effective April 13, 2005 (D.C. Law 15-353; D.C. Official Code § 4-1501.01 *et seq.*), as amended (in this section, the "Act"), shall obtain criminal history records to investigate persons applying for employment, in either a compensated or an unsupervised volunteer position, as well as its current employees and unsupervised volunteers.

H.8.2 The Contractor shall also obtain traffic records to investigate persons applying for employment, as well as current employees and volunteers, when that person will be required to drive a motor vehicle to transport children in the course of performing his or her duties.

H.8.3 The Contractor shall inform all applicants requiring a criminal background check that a criminal background check must be conducted on the applicant before the applicant may be offered a compensated position or an unsupervised volunteer position.

H.8.4 The Contractor shall inform all applicants requiring a traffic records check that a traffic records check must be conducted on the applicant before the applicant may be offered a compensated position or a volunteer position.

H.8.5 The Contractor shall obtain from each applicant, employee and unsupervised volunteer:

- (A) a written authorization which authorizes the District to conduct a criminal background check;
- (B) a written confirmation stating that the Contractor has informed him or her that the District is authorized to conduct a criminal background check;
- (C) a signed affirmation stating whether or not they have been convicted of a crime, pleaded nolo contendere, are on probation before judgment or placement of a case upon a stet docket, or have been found not guilty by reason of insanity, for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory, or for any of the following felony offenses or their equivalent in any other state or territory:
 - (i) Murder, attempted murder, manslaughter, or arson;
 - (ii) Assault, assault with a dangerous weapon, mayhem, malicious disfigurement, or threats to do bodily harm;
 - (iii) Burglary;
 - (iv) Robbery;
 - (v) Kidnapping;
 - (vi) Illegal use or possession of a firearm;
 - (vii) Sexual offenses, including indecent exposure; promoting, procuring, compelling, soliciting, or engaging in prostitution; corrupting minors (sexual relations with children); molesting; voyeurism; committing sex acts in public; incest; rape; sexual assault; sexual battery; or sexual abuse; but excluding sodomy between consenting adults;
 - (viii) Child abuse or cruelty to children; or Unlawful distribution of or possession with intent to distribute a controlled substance;
- (D) a written acknowledgement stating that the Contractor has notified them that they are entitled to receive a copy of the criminal background check and to challenge the accuracy and completeness of the report; and
- (E) a written acknowledgement stating that the Contractor has notified them that they may be denied employment or a volunteer position, or may be terminated as an employee or volunteer based on the results of the criminal background check.

H.8.6 The Contractor shall inform each applicant, employee and unsupervised volunteer that a false statement may subject them to criminal penalties.

H.8.7 Prior to requesting a criminal background check, the Contractor shall provide each applicant, employee, or unsupervised volunteer with a form or forms to be utilized for the following purposes:

- (A) To authorize the Metropolitan Police Department (MPD), or designee, to conduct the criminal background check and confirm that the applicant, employee, or unsupervised volunteer has been informed that the Contractor is authorized and required to conduct a criminal background check;

- (B) To affirm whether or not the applicant, employee, or unsupervised volunteer has been convicted of a crime, has pleaded nolo contendere, is on probation before judgment or placement of a case upon a stet docket, or has been found not guilty by reason of insanity for any sexual offenses or intra-family offenses in the District or their equivalent in any other state or territory of the United States, or for any of the felony offenses described in paragraph H.X.5(C);
- (C) To acknowledge that the applicant, employee, or unsupervised volunteer has been notified of his or her right to obtain a copy of the criminal background check report and to challenge the accuracy and completeness of the report;
- (D) To acknowledge that the applicant may be denied employment, assignment to, or an unsupervised volunteer position for which a criminal background check is required based on the outcome of the criminal background check; and
- (E) To inform the applicant or employee that a false statement on the form or forms may subject them to criminal penalties pursuant to D.C. Official Code §22-2405.

H.8.8 The Contractor shall direct the applicant or employee to complete the form or forms and notify the applicant or employee when and where to report to be fingerprinted.

H.8.9 Unless otherwise provided herein, the Contractor shall request criminal background checks from the Chief, MPD (or designee), who shall be responsible for conducting criminal background checks, including fingerprinting.

H.8.10 The Contractor shall request traffic record checks from the Director, Department of Motor Vehicles (DMV) (or designee), who shall be responsible for conducting traffic record checks.

H.8.11 The Contractor shall provide copies of all criminal background and traffic check reports to the COTR within one business day of receipt.

H.8.12 The Contractor shall pay for the costs for the criminal background and traffic record checks, pursuant to the requirements set forth by the MPD and DMV. The District shall not make any separate payment for the cost of criminal background and traffic record checks.

H.8.13 The Contractor may make an offer of appointment to, or assign a current employee or applicant to, a compensated position contingent upon receipt from the CO of the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.8.14 The Contractor may not make an offer of appointment to an unsupervised volunteer whose position brings him or her into direct contact with children until it receives from the contracting officer the COTR's decision after his or her assessment of the criminal background or traffic record check.

H.8.15 The Contractor shall not employ or permit to serve as an unsupervised volunteer an applicant or employee who has been convicted of, has pleaded nolo contendere to, is on

probation before judgment or placement of a case on the stet docket because of, or has been found not guilty by reason of insanity for any sexual offenses involving a minor.

- H.8.16** Unless otherwise specified herein, the Contractor shall conduct periodic criminal background checks upon the exercise of each option year of this contract for current employees and unsupervised volunteer in the positions listed in sections H.X.1 and H.X.2.
- H.8.17** An employee or unsupervised volunteer may be subject to administrative action including, but not limited to, reassignment or termination at the discretion of the COTR after his or her assessment of a criminal background or traffic record check.
- H.9.18** The COTR shall be solely responsible for assessing the information obtained from each criminal background and traffic records check report to determine whether a final offer may be made to each applicant or employee. The COTR shall inform the CO of its decision, and the CO shall inform the Contractor whether an offer may be made to each applicant.
- H.8.19** If any application is denied because the COTR determines that the applicant presents a present danger to children or youth, the Contractor shall notify the applicant of such determination and inform the applicant in writing that she or he may appeal the denial to the Commission on Human Rights within thirty (30) days of the determination.
- H.8.20** Criminal background and traffic record check reports obtained under this section shall be confidential and are for the exclusive use of making employment-related determinations. The Contractor shall not release or otherwise disclose the reports to any person, except as directed by the CO.

H.9 SUBCONTRACTING REQUIREMENTS

H.9.1 Mandatory Subcontracting Requirements

- H.9.1.1** Unless the Director of the Department of Small and Local Business Development (DSLBD) has approved a waiver in writing, for all contracts in excess of \$250,000, at least 35% of the dollar volume of the contract shall be subcontracted to qualified small business enterprises (SBEs).
- H.9.1.2** If there are insufficient SBEs to completely fulfill the requirement of paragraph H.9.1.1, then the subcontracting may be satisfied by subcontracting 35% of the dollar volume to any qualified certified business enterprises (CBEs); provided, however, that all reasonable efforts shall be made to ensure that SBEs are significant participants in the overall subcontracting work.
- H.9.1.3** A prime contractor that is certified by DSLBD 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.9.1.4** Except as provided in H.9.1.5 and H.9.1.7, a prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 35% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A CBE prime contractor that performs less than 35% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.5 A prime contractor that is a certified joint venture and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the contracting effort with its own organization and resources and, if it subcontracts, 35% of the subcontracting effort shall be with CBEs. A certified joint venture prime contractor that performs less than 50% of the contracting effort shall be subject to enforcement actions under D.C. Official Code § 2-218.63.

H.9.1.6 Each CBE utilized to meet these subcontracting requirements shall perform at least 35% of its contracting effort with its own organization and resources.

H.9.1.7 A prime contractor that is a CBE and has been granted a proposal preference pursuant to D.C. Official Code § 2-218.43, or is selected through a set-aside program, shall perform at least 50% of the on-site work with its own organization and resources if the contract is \$1 million or less.

H.9.2 **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.9.1 of this clause. The plan shall be submitted as part of the proposal and may only be amended after award with the prior written approval of the CO and Director of DSLBD. Any reduction in the dollar volume of the subcontracted portion resulting from an amendment of the plan after award shall inure to the benefit of the District.

Each subcontracting plan shall include the following:

- (1) The name and address of each subcontractor;
- (2) A current certification number of the small or certified business enterprise;
- (3) The scope of work to be performed by each subcontractor; and
- (4) The price that the prime contractor will pay each subcontractor.

H.9.3 **Copies of Subcontracts**

Within twenty-one (21) days of the date of award, the Contractor shall provide fully executed copies of all subcontracts identified in the subcontracting plan to the CO, CA, District of Columbia Auditor and the Director of DSLBD.

H.9.4 **Subcontracting Plan Compliance Reporting**

H.9.4.1 If the Contractor has a subcontracting plan required by law for this contract, the Contractor shall submit a quarterly report to the CO, CA, District of Columbia Auditor and the Director of DSLBD. The quarterly report shall include the following information for each subcontract identified in the subcontracting plan:

- (A) The price that the prime contractor will pay each subcontractor under the subcontract;
- (B) A description of the goods procured or the services subcontracted for;
- (C) The amount paid by the prime contractor under the subcontract; and

- (D) A copy of the fully executed subcontract, if it was not provided with an earlier quarterly report.

H.9.4.2 If the fully executed subcontract is not provided with the quarterly report, the prime contractor will not receive credit toward its subcontracting requirements for that subcontract.

H.9.5 **Annual Meetings**

Upon at least 30-days written notice provided by DSLBD, the Contractor shall meet annually with the CO, CA, District of Columbia Auditor and the Director of DSLBD to provide an update on its subcontracting plan.

H.9.6 **Notices**

The Contractor shall provide written notice to the DSLBD and the District of Columbia Auditor upon commencement of the contract and when the contract is completed.

H.9.7 **Enforcement and Penalties for Breach of Subcontracting Plan**

H.9.7.1 A contractor shall be deemed to have breached a subcontracting plan required by law, if the contractor (i) fails to submit subcontracting plan monitoring or compliance reports or other required subcontracting information in a reasonably timely manner; (ii) submits a monitoring or compliance report or other required subcontracting information containing a materially false statement; or (iii) fails to meet its subcontracting requirements.

H.9.7.2 A contractor that is found to have breached its subcontracting plan for utilization of CBEs in the performance of a contract shall be subject to the imposition of penalties, including monetary fines in accordance with D.C. Official Code § 2-218.63.

H.9.7.3 If 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 provisions in **clause 8 of the SCP, Default.**

H.10 **FAIR CRIMINAL RECORD SCREENING**

H.10.1 The Contractor shall comply with the provisions of the Fair Criminal Record Screening Amendment Act of 2014, effective December 17, 2014 (D.C. Law 20-152) (the "Act" as used in this section). This section applies to any employment, including employment on a temporary or contractual basis, where the physical location of the employment is in whole or substantial part within the District of Columbia.

H.10.2 Prior to making a conditional offer of employment, the Contractor shall not require an applicant for employment, or a person who has requested consideration for employment by the Contractor, to reveal or disclose an arrest or criminal accusation that is not then pending or did not result in a criminal conviction.

H.10.3 After making a conditional offer of employment, the Contractor may require an applicant to disclose or reveal a criminal conviction.

H.10.4 The Contractor may only withdraw a conditional offer of employment, or take adverse action against an applicant, for a legitimate business reason as described in the Act.

H.10.5 This section and the provisions of the Act shall not apply:

- (a) Where a federal or District law or regulation requires the consideration of an applicant's criminal history for the purposes of employment;
- (b) To a position designated by the employer as part of a federal or District government program or obligation that is designed to encourage the employment of those with criminal histories;
- (c) To any facility or employer that provides programs, services, or direct care to, children, youth, or vulnerable adults; or
- (d) To employers that employ less than 11 employees.

H.10.6 A person claiming to be aggrieved by a violation of the Act may file an administrative complaint with the District of Columbia Office of Human Rights, and the Commission on Human Rights may impose monetary penalties against the Contractor.

H.11 DISTRICT RESPONSIBILITIES

H.11.1 The District will provide access to people, vendor contracts, federal funding awards, correspondence with federal oversight and funding agencies, memoranda of understanding, District procurement and accounting records, and financial reports filed with federal agencies, as requested, to meet the requirements of this contract.

H.11.2 The District through the CA shall provide feedback regarding the required Deliverables. The CA shall review and provide approval or disapproval.

H.11.3 The District through the CA shall provide on-going oversight and monitoring of the Contractor's performance.

H.12 CONTRACTOR RESPONSIBILITIES

H.12.1 The Contractor shall provide the staff and supervision required to successfully perform the required services.

H.12.2 The Contractor shall ensure that its staff responds to the CA's requests for documents and information. The contractor's staff shall respond to the CA's questions and requests in a timely and efficient manner.

SECTION I: CONTRACT CLAUSES

I.1 APPLICABILITY OF STANDARD CONTRACT PROVISIONS

The Standard Contract Provisions for use with District of Columbia Government Supplies and Services Contracts dated July 2010 ("SCP") are incorporated as part of the contract. To obtain a copy of the SCP go to <http://ocp.dc.gov>, under Quick Links click on "Required Solicitation Documents".

I.2 CONTRACTS THAT CROSS FISCAL YEARS

Continuation of this contract beyond the current fiscal year is contingent upon future fiscal appropriations.

I.3 CONFIDENTIALITY OF INFORMATION

The Contractor shall keep all information relating to any employee or customer of the District in absolute confidence and shall not use the information in connection with any other matters; nor shall it disclose any such information to any other person, firm or corporation, in accordance with the District and federal laws governing the confidentiality of records.

I.4 TIME

Time, if stated in a number of days, will include Saturdays, Sundays, and holidays, unless otherwise stated herein.

I.5 RIGHTS IN DATA

Delete Article 42, Rights in Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 42, Rights in Data) in its place:

A. Definitions

1. "Products" - A deliverable under any contract that may include commodities, services and/or technology furnished by or through Contractor, including existing and custom Products, such as, but not limited to: a) recorded information, regardless of form or the media on which it may be recorded; b) document research; c) experimental, developmental, or engineering work; d) licensed software; e) components of the hardware environment; f) printed materials (including but not limited to training manuals, system and user documentation, reports, drawings); g) third party software; h) modifications, customizations, custom programs, program listings, programming tools, data, modules, components; and i) any intellectual property embodied therein, whether in tangible or intangible form, including but not limited to utilities, interfaces, templates, subroutines, algorithms, formulas, source code, and object code.
2. "Existing Products" - Tangible Products and intangible licensed Products that exist prior to the commencement of work under the contract. Existing Products must be identified on the Product prior to commencement of work or else will be presumed to be Custom Products.

3. "Custom Products" - Products, preliminary, final or otherwise, which are created or developed by Contractor, its subcontractors, partners, employees, resellers or agents for the District under the contract.
4. "District" - The District of Columbia and its agencies.

B. Title to Project Deliverables

The Contractor acknowledges that it is commissioned by the District to perform services detailed in the contract. The District shall have ownership and rights for the duration set forth in the contract to use, copy, modify, distribute, or adapt Products as follows:

1. Existing Products: Title to all Existing Licensed Product(s), whether or not embedded in, delivered or operating in conjunction with hardware or Custom Products, shall: (1) remain with Contractor or third party proprietary owner, who retains all rights, title and interest (including patent, trademark or copyrights). Effective upon payment, the District is granted an irrevocable, non-exclusive, worldwide, paid-up license to use, execute, reproduce, display, perform, adapt (unless Contractor advises the District as part of Contractor's proposal that adaptation will violate existing agreements or statutes and Contractor demonstrates such to the District's satisfaction) and distribute Existing Product to District users up to the license capacity stated in the contract with all license rights necessary to fully effect the general business purpose(s) of the project or work plan or contract; and (2) be licensed in the name of the District. The District agrees to reproduce the copyright notice and any other legend of ownership on any copies authorized under this paragraph.
2. Custom Products: Effective upon Product creation, Contractor hereby conveys, assigns, and transfers to the District the sole and exclusive rights, title and interest in Custom Product(s), whether preliminary, final or otherwise, including all patent, trademark and copyrights. Contractor hereby agrees to take all necessary and appropriate steps to ensure that the Custom Products are protected against unauthorized copying, reproduction and marketing by or through Contractor.

C. Transfers or Assignments of Existing or Custom Products by the District

The District may transfer or assign Existing or Custom Products and the licenses thereunder to another District agency. Nothing herein shall preclude the Contractor from otherwise using the related or underlying general knowledge, skills, ideas, concepts, techniques and experience developed under a project or work plan in the course of Contractor's business.

D. Subcontractor Rights

Whenever any data, including computer software, are to be obtained from a subcontractor under the contract, the Contractor shall use this clause, **Rights in Data**, in the subcontract, without alteration, and no other clause shall be used to enlarge or diminish the District's or the Contractor's rights in that subcontractor data or computer software which is required for the District.

E. Source Code Escrow

1. For all computer software furnished to the District with the rights specified in section B.2, the Contractor shall furnish to the District, a copy of the source code with such

rights of the scope as specified in section B.2 of this clause. For all computer software furnished to the District with the restricted rights specified in section B.1 of this clause, the District, if the Contractor either directly or through a successor or affiliate shall cease to provide the maintenance or warranty services provided the District under the contract or any paid-up maintenance agreement, or if the Contractor should be declared insolvent by a court of competent jurisdiction, shall have the right to obtain, for its own and sole use only, a single copy of the current version of the source code supplied under the contract, and a single copy of the documentation associated therewith, upon payment to the person in control of the source code the reasonable cost of making each copy.

2. If the Contractor or Product manufacturer/developer of software furnished to the District with the rights specified in section B.1 of this clause offers the source code or source code escrow to any other commercial customers, the Contractor shall either: (1) provide the District with the source code for the Product; (2) place the source code in a third party escrow arrangement with a designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with a standard escrow arrangement acceptable to the District; or (3) will certify to the District that the Product manufacturer/ developer has named the District as a named beneficiary of an established escrow arrangement with its designated escrow agent who shall be named and identified to the District, and who shall be directed to release the deposited source code in accordance with the terms of escrow.
3. The Contractor shall update the source code, as well as any corrections or enhancements to the source code, for each new release of the Product in the same manner as provided above, and certify such updating of escrow to the District in writing.

F. Indemnification and Limitation of Liability

The Contractor shall indemnify and save and hold harmless the District, its officers, agents and employees acting within the scope of their official duties against any liability, including costs and expenses, (i) for violation of proprietary rights, copyrights, or rights of privacy, arising out of the publication, translation, reproduction, delivery, performance, use or disposition of any data furnished under this contract, or (ii) based upon any data furnished under this contract, or based upon libelous or other unlawful matter contained in such data.

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 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

- A. **GENERAL REQUIREMENTS.** The Contractor at its sole expense shall procure 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 CO 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 CO. 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- / VII or higher. The Contractor shall require all of its subcontractors to carry the same insurance required herein.

All required policies shall contain a waiver of subrogation provision in favor of the Government of the District of Columbia.

The Government of the District of Columbia shall be included in all policies required hereunder to be maintained by the Contractor and its subcontractors (except for workers' compensation and professional liability insurance) as an additional insureds for claims against The Government of the District of Columbia relating to this contract, with the understanding that any affirmative obligation imposed upon the insured Contractor or its subcontractors (including without limitation the liability to pay premiums) shall be the sole obligation of the Contractor or its subcontractors, and not the additional insured. The additional insured status under the Contractor's and its subcontractors' Commercial General Liability insurance policies shall be effected using the ISO Additional Insured Endorsement form CG 20 10 11 85 (or CG 20 10 07 04 and CG 20 37 07 04) or such other endorsement or combination of endorsements providing coverage at least as broad and approved by the CO in writing. All of the Contractor's and its subcontractors' liability policies (except for workers' compensation and professional liability insurance) shall be endorsed using ISO form CG 20 01 04 13 or its equivalent so as to indicate that such policies provide primary coverage (without any right of contribution by any other insurance, reinsurance or self-insurance, including any deductible or retention, maintained by an Additional Insured) for all claims against the additional insured arising out of the performance of this Statement of Work by the Contractor or its subcontractors, or anyone for whom the Contractor or its subcontractors may be liable. These policies shall include a separation of insureds clause applicable to the additional insured.

If the Contractor and/or its subcontractors maintain broader coverage and/or higher limits than the minimums shown below, the District requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Grantee and subcontractors.

1. Commercial General Liability Insurance ("CGL") - The Contractor shall provide evidence satisfactory to the CO with respect to the services performed that it carries a CGL policy, written on an occurrence (not claims-made) basis, on Insurance Services Office, Inc. ("ISO") form CG 00 01 04 13 (or another

occurrence-based form with coverage at least as broad and approved by the CO in writing), covering liability for all ongoing and completed operations of the Contractor, including ongoing and completed operations under all subcontracts, and covering claims for bodily injury, including without limitation sickness, disease or death of any persons, injury to or destruction of property, including loss of use resulting therefrom, personal and advertising injury, and including coverage for liability arising out of an Insured Contract (including the tort liability of another assumed in a contract) and acts of terrorism (whether caused by a foreign or domestic source). Such coverage shall have limits of liability of not less than \$1,000,000 each occurrence, a \$2,000,000 general aggregate (including a per location or per project aggregate limit endorsement, if applicable) limit, a \$1,000,000 personal and advertising injury limit, and a \$2,000,000 products-completed operations aggregate limit.

2. Automobile Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of commercial (business) automobile liability insurance written on ISO form CA 00 01 10 13 (or another form with coverage at least as broad and approved by the CO in writing) including coverage for all owned, hired, borrowed and non-owned vehicles and equipment used by the Contractor, with minimum per accident limits equal to the greater of (i) the limits set forth in the Contractor's commercial automobile liability policy or (ii) \$1,000,000 per occurrence combined single limit for bodily injury and property damage.
3. Workers' Compensation Insurance - The Contractor shall provide evidence satisfactory to the CO of Workers' Compensation insurance in accordance with the statutory mandates of the District of Columbia or the jurisdiction in which the contract is performed.

Employer's Liability Insurance - The Contractor shall provide evidence satisfactory to the CO of 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.

All insurance required by this paragraph 3 shall include a waiver of subrogation endorsement for the benefit of Government of the District of Columbia.

4. Cyber Liability Insurance - The Contractor shall provide evidence satisfactory to the Contracting Officer of Cyber Liability Insurance, with limits not less than \$2,000,000 per occurrence or claim, \$2,000,000 aggregate. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Contractor in this agreement and shall include, but not limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information, alteration of electronic information, extortion and network security. The policy shall provide coverage for breach

response costs as well as regulatory fines and penalties as well as credit monitoring expenses with limits sufficient to respond to these obligations. This insurance requirement will be considered met if the general liability insurance includes an affirmative cyber endorsement for the required amounts and coverages.

5. 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 claim or per occurrence for each wrongful act and \$2,000,000 annual aggregate. The Contractor warrants that any applicable retroactive date precedes the date the Contractor first performed any professional services for the Government of the District of Columbia and that continuous coverage will be maintained or an extended reporting period will be exercised for a period of at least ten years after the completion of the professional services.
6. 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 of affirmative abuse and molestation liability coverage. This insurance requirement will be considered met if the general liability insurance includes an affirmative sexual abuse and molestation endorsement for the required amounts. So called "silent" coverage under a commercial general liability or professional liability policy will not be acceptable.
7. Commercial Umbrella or Excess Liability - The Contractor shall provide evidence satisfactory to the CO of commercial umbrella or excess liability insurance with minimum limits equal to the greater of (i) the limits set forth in the Contractor's umbrella or excess liability policy or (ii) \$5,000,000 per occurrence and \$5,000,000 in the annual aggregate, following the form and in excess of all liability policies. All liability coverages must be scheduled under the umbrella and/or excess policy. The insurance required under this paragraph shall be written in a form that annually reinstates all required limits. Coverage shall be primary to any insurance, self-insurance or reinsurance maintained by the District and the "other insurance" provision must be amended in accordance with this requirement and principles of vertical exhaustion.

B. PRIMARY AND NONCONTRIBUTORY INSURANCE

The insurance required herein shall be primary to and will not seek contribution from any other insurance, reinsurance or self-insurance including any deductible or retention, maintained by the Government of the District of Columbia.

- C. **DURATION.** The Contractor shall carry all required insurance until all contract work is accepted by the District of Columbia, and shall carry listed coverages for ten years for construction projects following final acceptance of the work performed under this contract and two years for non-construction related contracts.

- D. **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.**
- E. **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.
- F. **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.
- G. **NOTIFICATION.** The Contractor shall ensure that all policies provide that the CO shall be given thirty (30) days prior written notice in the event of coverage and / or limit changes or if the policy is canceled prior to the expiration date shown on the certificate. The Contractor shall provide the CO with ten (10) days prior written notice in the event of non-payment of premium. The Contractor will also provide the CO with an updated Certificate of Insurance should its insurance coverages renew during the contract.
- H. **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. Certificates of insurance must reference the corresponding contract number. Evidence of insurance shall be submitted to:

Helena Barbour
Office of Contracting and Procurement
441 4th Street, N.W. Suite 900 South
Washington, DC 20001
(202) 442-5819
Helena.barbour@dc.gov

The CO may request and the Contractor shall promptly deliver updated certificates of insurance, endorsements indicating the required coverages, and/or certified copies of the insurance policies. If the insurance initially obtained by the Contractor expires prior to completion of the contract, renewal certificates of insurance and additional insured and other endorsements shall be furnished to the CO prior to the date of expiration of all such initial insurance. For all coverage required to be maintained after completion, an additional certificate of insurance evidencing such coverage shall be submitted to the CO on an annual basis as the coverage is renewed (or replaced).

- I. **DISCLOSURE OF INFORMATION.** The Contractor agrees that the District may disclose the name and contact information of its insurers to any third party which 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.

- J. CARRIER RATINGS. All Contractor's and its subcontractors' insurance required in connection with this contract shall be written by insurance companies with an A.M. Best Insurance Guide rating of at least A- VII (or the equivalent by any other rating agency) and licensed in the in the District.

I.9 EQUAL EMPLOYMENT OPPORTUNITY

In accordance with 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.10 CONTINUITY OF SERVICES

- I.10.1** The Contractor recognizes that the services provided under this contract are vital to the District and must be continued without interruption and that, upon contract expiration or termination, a successor, either the District or another contractor, at the District's option, may continue to provide these services. To that end, the Contractor agrees to:

- I.10.1.1** Furnish phase-out, phase-in (transition) training; and

- I.10.1.2** Exercise its best efforts and cooperation to effect an orderly and efficient transition to a successor.

- I.10.2** The Contractor shall, upon the CO's written notice:

- I.10.2.1** Furnish phase-in, phase-out services for up to 90 days after this contract expires and

- I.10.2.2** Negotiate in good faith a plan with a successor to determine the nature and extent of phase-in, phase-out services required. The plan shall specify a training program and a date for transferring responsibilities for each division of work described in the plan, and shall be subject to the CO's approval.

- I.10.3** The Contractor shall provide sufficient experienced personnel during the phase-in, phase-out period to ensure that the services called for by this contract are maintained at the required level of proficiency.

- I.10.4** The Contractor shall allow as many personnel as practicable to remain on the job to help the successor maintain the continuity and consistency of the services required by this contract. The Contractor also shall disclose necessary personnel records and allow the successor to conduct on-site interviews with these employees. If selected employees are agreeable to the change, the Contractor shall release them at a mutually agreeable date and negotiate transfer of their earned fringe benefits to the successor.

- I.10.5** Only in accordance with a modification issued by the Contracting Officer, the Contractor shall be reimbursed for all reasonable phase-in, phase-out costs (i.e., costs incurred within the agreed period after contract expiration that result from phase-in, phase-out operations) and a fee (profit) not to exceed a pro rata portion of the fee (profit) under this contract.

I.11 ORDER OF PRECEDENCE

The contract awarded as a result of this RFP will contain the following clause:

I.11.1 ORDER OF PRECEDENCE

A conflict in language shall be resolved by giving precedence to the document in the highest order of priority that contains language addressing the issue in question. The following documents are incorporated into the contract by reference and made a part of the contract in the following order of precedence:

- (1) An applicable Court Order, if any
- (2) Contract document
- (3) Standard Contract Provisions
- (4) Contract attachments other than the Standard Contract Provisions
- (5) RFP, as amended
- (6) BAFOs (in order of most recent to earliest)
- (7) Proposal

I.12 DISPUTES

Delete Article 14, Disputes, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts and substitute the following Article 14, Disputes) in its place:

I.12.1 Disputes

All disputes arising under or relating to the contract shall be resolved as provided herein.

- (a) **Claims by the Contractor against the District:** Claim, as used in paragraph (a) 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 the 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
 - (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) A description of the claim and the amount in dispute;
 - (ii) Data or other information in support of the claim;
 - (iii) A brief description of the Contractor's efforts to resolve the dispute prior to filing the claim; and
 - (iv) The Contractor's request for relief or other action by the CO.
 - (2) The CO may meet with the Contractor in a further attempt to resolve the claim by agreement.
 - (3) 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.

- (4) The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) 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;
 - (v) 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;
 - (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (5) 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.
- (6) If a contractor is unable to support any part of its 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. Liability under this paragraph (a)(6) shall be determined within six (6) years of the commission of the misrepresentation of fact or fraud.
- (7) 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.
- (b) **Claims by the District against the Contractor:** Claim as used in paragraph (b) 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 the 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.
 - (1) The CO shall decide all claims by the District against a contractor arising under or relating to a contract.
 - (2) The CO shall send written notice of the claim to the contractor. The CO's written decision shall do the following:
 - (i) Provide a description of the claim or dispute;
 - (ii) Refer to the pertinent contract terms;
 - (iii) State the factual areas of agreement and disagreement;
 - (iv) 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;
 - (v) 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;

- (vi) Indicate that the written document is the CO's final decision; and
 - (vii) Inform the Contractor of the right to seek further redress by appealing the decision to the Contract Appeals Board.
- (3) The CO shall support the decision by reasons and shall inform the Contractor of its rights as provided herein.
 - (4) Before or after issuing the decision, the CO may meet with the Contractor to attempt to resolve the claim by agreement.
 - (5) The authority contained in this paragraph (b) 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.
 - (6) This paragraph shall not authorize the CO to settle, compromise, pay, or otherwise adjust any claim involving fraud.
- (c) 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.
 - (d) Pending final decision of an appeal, action, or final settlement, the Contractor shall proceed diligently with performance of the contract in accordance with the decision of the CO.

I.13 COST AND PRICING DATA

Delete Article 25, Cost and Pricing Data, of the Standard Contract Provisions dated July 2010 for use with District of Columbia Government Supplies and Services Contracts.

SECTION J: ATTACHMENTS

The following list of attachments is incorporated into the solicitation by reference.

Attachment Number	Document
J.1	Government of the District of Columbia Standard Contract Provisions for Use with the Supplies and Services Contracts (July 2010) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.2	U.S. Department of Labor Wage No. 2015-4281, Revision 9, dated 1/10/2018, http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.3	Equal Employment Opportunity Employer Information Report and Mayor's Order 85-85 available at available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.4	Department of Employment Services First Source Employment Agreement available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.5	Way to Work Amendment Act of 2006 - Living Wage Notice available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.6	Way to Work Amendment Act of 2006 - Living Wage Fact Sheet available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.7	Tax Certification Affidavit available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.8	Subcontracting Plan (if required by law) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.9	First Source Initial Employment Plan (if contract is \$300,000 or more) available at http://ocp.dc.gov , under Quick Links click on Required Solicitation Documents
J.10	Past Performance Evaluation Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.11	Bidder/Offeror Certification Form available at http://ocp.dc.gov , under Quick Links click on "Required Solicitation Documents"
J.12	Cost Price Disclosure Certification Form available at http://ocp.dc.gov , under Quick Links on "Required Solicitation Documents"
J.13	HIPAA Regulations available at https://www.hhs.gov/sites/default/files/hipaa-simplification-201303.pdf
J.14	HIPPA – Transactions regulations available at https://www.hhs.gov/sites/default/files/hipaa-simplification-201303.pdf

Attachment Number	Document
J.15	HIPAA – Privacy Regulations available at https://www.hhs.gov/sites/default/files/hipaa-simplification-201303.pdf
J.16	HIPAA – Security Regulations available at https://www.hhs.gov/sites/default/files/hipaa-simplification-201303.pdf